



CITY of CALABASAS

ITEM 7 ATTACHMENT A  
PROFESSIONAL SERVICES AGREEMENT

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	MNS Engineering, Inc.
<b>City Department in charge of Contract:</b>	Public Works
<b>Contact Person for City Department:</b>	Tatiana Holden, P.E.
<b>Period of Performance for Contract:</b>	June 8, 2022 – June 30, 2023
<b>Not to Exceed Amount of Contract:</b>	\$377,401.00
<b>Scope of Work for Contract:</b>	West Calabasas Improvement Design (PS&E)

**Insurance Requirements for Contract:**

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

If yes, please provide coverage amounts: \$1,000,00.00

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,00.00

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts: \$1,000,00.00

**California requires Worker’s Compensation insurance. If the vendor has no employees, a Worker’s Compensation Affidavit is required.**

Other:

**Proper documentation is required and must be attached.**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
Providing for Payment of Prevailing Wages**

(City of Calabasas/ *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 Old Topanga Canyon Improvement 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.

**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 *May 12, 2022* 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 25, 2022* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: June 8, 2022.
- 3.4 “Expiration Date”: June 30, 2023.

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 Three Hundred Seventy-Seven Thousand Four Hundred One Dollars (\$377,401.00 ) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall 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.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed,

notify the City, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract.

## **6. COMPENSATION**

- 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 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.

- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

## **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 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, agents, employees and volunteers should, to the fullest extent permitted by law, 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, 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 or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 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 subcontractor or any other person or entity involved by, for, with or on behalf of 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 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, 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, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by

Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 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 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 admitted 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, agents 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, agents 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.
- 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 or other security acceptable to the City 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 with respect to this Agreement.

**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 the addressee'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).

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  
Email:  
mip@mnsengineers.com

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.

**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, medical condition or any other unlawful basis.
- 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 and actual 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 shall be enforceable in its amended form. 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 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

**19. PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per

day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

**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”**  
***Name of Company or Individual***

By: \_\_\_\_\_  
*Mary Sue Maurer, Mayor*

By: \_\_\_\_\_  
*Shawn Kowalewsky, P.E., Vice President*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Kindon Meik, City Manager*

By: \_\_\_\_\_  
*Michael Ip, P.E., Project Manager*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Robert Yalda, P.E., T.E.*  
*Public Works Director/City Engineer*

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

Based on our understanding of the project, MNS has developed the following scope of work.

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

The MNS 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 AASHTO)
- California Manual of Uniform Traffic Control Devices (Caltrans)
- National Cooperative Highway Research Program (NCHRP) Report 672/FHWA – Roundabouts: An Informational Guide, Second Edition
- The “Greenbook,” Standard Specifications for Public Works Construction (American Public Works Association)
- Caltrans Highway Design Manual

#### A. Data Collection and Site Visit

MNS will obtain and review available reports, maps, data, infrastructure improvement plans, and traffic studies or 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 services in support of the improvements identified in the RFP. This scope of work includes a drone aerial survey, orthophoto creation, and supplemental ground surveys in order to obtain details and topographic information necessary to perform the design. MNS will establish new control on the NAD83 and NAVD88 datum references. Survey control points for the project will include aerial targets and multiple control points for supplemental surveys. The limits of the aerial mapping will include the intersection of Calabasas Road and Mureau Road extending 350 feet north/south and 750 feet east. The supplemental ground surveys will include features not identified by the aerial mapping. Features to be located within the project limits include hardscape, walls, fences, striping, signage, trees (6-inch diameter and above), and observable utilities. MNS will prepare a topographic/utility base map in AutoCAD at a scale of 1" = 20' with 1' contour intervals.

MNS will locate monuments to establish R/W and property boundaries along the proposed design limits. This retracement will be based upon field monumentation and record map information. The boundary work will assist in the preparation of the proposed permanent easement needs for the project if needed.

#### C. Geotechnical Study

MNS team member, **Gorian & Associates, Inc. (Gorian)** will provide geotechnical services for this project. Gorian will perform the following:

##### **Archive Review.**

Pertinent geologic/geotechnical data in our files, at the City, and as provided by the client (if any) will be reviewed including regional geologic maps, geotechnical/geologic hazard maps, and earthquake fault-rupture hazard zone maps.

### **Field Reconnaissance/Geologic Mapping.**

A site visit will be performed by Gorian staff to observe existing site conditions in the vicinity of the proposed construction from a geologic/geotechnical engineering standpoint and to identify any readily observable existing conditions that may impact the proposed improvements. Supplemental geologic mapping of existing surficial exposures of the underlying onsite earth materials and readily observable geologic structural elements will be performed.

### **Subsurface Exploration**

Six to seven locations will be explored utilizing a subcontractor hand auger. Borings will be excavated within the street right of way but outside of the paved roadway surface. The field exploration activities described above will be observed by Gorian staff who will log the underlying materials and from the borings obtain bulk and relatively undisturbed soil samples for laboratory analyses. The borings will be drilled to the proposed depths of 5 to 8 feet deep or refusal, whichever is the shallower depth. This proposal is based on field work being performed during normal work hours starting at 7AM from Monday through Friday excluding Saturdays. Drilling of the borings is estimated at two to three days depending upon the availability of the subcontracted crew.

At the conclusion of logging, the borings excavations will be backfilled and the surface patched with cold asphaltic or concrete patch material where drilled through pavement. However, the backfill may settle over time and the site representative should fill any depression that may occur, as necessary.

### **Traffic Control.**

We will use RP Barricades in Newbury Park for traffic control. Two days are anticipated.

### **Location of Underground Utilities**

Prior to excavation, the proposed excavation locations will be located and marked. A utility locator subcontractor will be contacted to identify the surface trace of detectable underground utilities and abandoned piping in an effort to drill away from subsurface utilities. Local existing underground utility lines close to the proposed drill sites should also be brought to our attention. Additionally, per State mandated protocol, Underground Services Alert "Dig Alert" will be informed at least 48 hours before the scheduled drilling time to aid location of any underground utility lines that may be adjacent our proposed boring locations.

### **Laboratory Testing**

A program of geotechnical laboratory testing will be performed to evaluate geotechnical properties of selected soil/bedrock samples obtained during the subsurface exploration. The following tests are proposed for this site evaluation: Moisture and Density Testing of Undisturbed Soil Samples, R Value Testing, Direct Shear Testing, Expansion Index Testing, Maximum Density-Optimum Moisture Relationships, Consolidation Characteristics and Corrosivity.

### **Geotechnical Engineering Analyses and Report Preparation**

The results of our archival research, field exploration and laboratory testing will be used in engineering analyses. The findings will be provided in a report that will include:

- A description of subsurface conditions as encountered in the exploratory excavation including logs of the excavations and a location map showing the approximate excavation locations.
- A description of the laboratory testing programs, including tests results.

- Discussion and recommendations regarding:
  - Seismic setting of the site and seismic design criteria;
  - Soil expansion and collapse potential;
  - Slope stability analysis;
  - Site preparation/remedial grading and placement of fill and backfill;
  - Lateral pressures (retaining wall design parameters);
  - Pavement structural sections based on R value testing and City plates;
  - Utility trench backfill recommendations; and
  - Soil chemistry analysis; by subcontract, and corrosion recommendations.

#### 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.

Utility relocation design is not part of our scope of work.

#### E. 30% Plans

MNS team will prepare 30% plans (geometric approval drawings), including typical sections, construction centerline, existing R/W, 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 (1 sheet)
- Calabasas Road Plan and Profile at 1" = 40' H and 1" = 4' V scale (1 sheet)
- Mureau Road Plan and Profile at 1" = 40' H and 1" = 4' V scale (1 sheet)
- Landscape Plan at 1" = 20' scale (2 sheets)
- Striping Plan at 1" = 40' scale (1 sheet)

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

#### F. Roundabout Analysis

MNS will perform a roundabout analysis to check the following:

- Roundabout capacity
- Design vehicle swept path
- Vehicle fastest path

- Intersection sight distance
- Stopping sight distance

MNS will prepare technical memorandum and exhibits summarizing the analysis.

We assume the City will provide the traffic study for this roundabout including traffic counts and volumes.

#### G. 60% PS&E

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

- General notes, abbreviations, and legends
- Demolition and Utility Disposition Plan at 1" = 40' scale (1 sheet)
- Grading Plan at 1" = 20' scale (1 sheet)
- Drainage Plan and Profile at 1" = 20' scale (2 sheets)
- Retaining Wall Plan at 1" = 10' scale (2 sheets)
- Irrigation Plan at 1" = 20' scale (2 sheets)
- Street Lighting Plan at 1" = 40' scale (1 sheet)
- Signing and Striping Plan at 1" = 40' scale (1 sheet)

We will update the preliminary construction cost estimates.

We will design green street permanent stormwater treatment facilities such bioretention and/or infiltration areas to minimize the change in flows due to the impervious surfaces. Soil infiltration rates will be based on general soil data/information available in the area.

MNS team member – TJW Engineering, Inc. (TJW) will design the street lighting per LA County Street Lighting Design Guidelines. The City of Calabasas is under LA County Lighting Maintenance District; therefore, the new street lighting will need to be added to the Lighting District. The City will submit the Street Lighting Plan to the County for review and pay any plan checking fees.

#### H. 90% PS&E

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:

- Construction Details – Roundabout (2 sheets)
- Construction Details – Curb Ramps and Miscellaneous (2 sheets)
- Drainage and Grading Details (2 sheets)
- Stormwater Treatment Details (1 sheet)
- Retaining Wall Details (2 sheets)
- Landscape Details (2 sheets)
- Irrigation Details (2 sheets)
- Street Lighting Circuit Diagram and Details (2 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 update the engineer's construction cost estimate based on the itemized quantity take-off from the contract documents. Submittal of the engineer's construction cost estimate 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. Hydrology / Hydraulic Report

MNS will prepare a preliminary and final hydrology and hydraulic report following LACDPW Hydrology and LID Manual for the proposed drainage modifications. The studies will be provided to LACDPW as part of their permit process.

#### J. Retaining Wall Calculations

MNS team member **DRS Engineering, Inc. (DRS)** will prepare and submit retaining wall calculations as part of 90% and 100% design submittal.

#### K. Stormwater Pollution Prevention Plan (SWPPP)

MNS will prepare a SWPPP for use during construction of the project. The SWPPP will include temporary erosion control plans. The SWPPP will comply with MS4 permit and General Construction permit requirements appropriate for the project. The City will upload the SWPPP into the SMARTS.

#### L. Final PS&E

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 will be stamped by a professional engineer. Sheet size shall be 24" by 36". We provide a digital file of the specification package in Microsoft Word format for Windows and AutoCAD files for all plan sheets.

#### M. Roundabout Peer Review

MNS team member Kittelson & Associates, Inc. (Kittelson) will provide a roundabout peer review for the project. Kittelson will conduct up to four (4) conference calls with the project team and agencies as needed to discuss the findings of this review.

#### **Traffic Analysis**

Kittelson will conduct the operational analysis based on forecast volumes provided by others and document the results in a short technical memorandum. We will review operational analysis and conduct an independent analysis of the intersection to determine the appropriate lane configuration and storage required to accommodate the roundabout. We will summarize the traffic analysis results in a brief memorandum

#### **Geometric Review**

We will review roundabout planning and design based on guidance described in NCHRP Report 672 – Roundabouts: An Informational Guide, Second Edition and subsequent industry research and publications and

provide bullet-point summary and red-line markups in electronic form. We will conduct up to three reviews cycles at key milestone submittals.

We will provide up to eight (8) additional hours of on-call consultation to assist with any aspects of design and implementation.

## TASK 2 – Permitting and Environmental Documentation

**LACDPW Permit.** Working through the County's EPIC-LA website, MNS will prepare and submit a Project Hydrology Study and Storm Drain Modification Plans for LACDPW approval. We will coordinate with County staff regarding their comments.

We anticipate this will require three reviews, and the City will pay for the plan review fees.

The City serves as the City's stormwater quality manager, and therefore stormwater treatment measures will not be under the LACDPW's purview.

The City will file the Categorical Exemption in accordance to the California Environmental Quality Act (CEQA). We do not anticipate any environmental permitting as there is no waterways within the project limits, and City projects are exempt for the Oak Tree Ordinance.

The project does not appear to be State R/W; therefore, the project will not require a Caltrans Encroachment Permit. The project will impact LACDPW storm drain facilities so the project will need to obtain a permit to modify their facilities.

## TASK 3 – Meetings and Workshops

MNS will conduct an internal kick-off meeting with City staff.

We will prepare a PowerPoint presentation and present the project for the City at two Community/Local Chamber of Commerce Meetings/Events after the completion of 30% design and 60% design.

MNS will prepare three schematic 3D renderings (SketchUp) of the roundabout in support of the two community/chamber of commerce meetings. Based on these depictions, LNDG will develop three (3) 3D photo-realistic renderings of the roundabout.

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" by 36") as original drawing plans to the City, with each page stamped and signed by a Professional Engineer licensed in the State of California.
- Two unbound copies of half-size (11" by 17") final plans of the final construction documents (100% Construction).
- Two unbound copies of project construction specifications that address all final review comments. We will not bind any of the plans or specifications unless requested, so that they may be reproduced for the contractor.

- Provide one set of compact discs (CDs) containing electronic copies of final construction plans and specifications, both in AutoCAD and Microsoft Word and in Adobe Acrobat PDF format. All non-PDF files shall be interactive files, not read-only. We will copy the final Engineer's Opinion of Cost spreadsheet on these discs in electronic format.
- One hard copy of the final Engineer's Opinion of Cost, stamped and signed by a Professional Engineer, registered in the state of California.

#### TASK 5 – Construction Bidding Procedure

The MNS team 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 (Word) version of the Draft Bidder Inquiry Responses.

#### TASK 6 – Construction Support Phase

The MNS team 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 email 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 to minimize construction conflicts and expedite project completion.
- Attend the pre-construction meeting and up to eight construction meetings.
- Review up to 25 submittals and shop drawings.
- Respond to 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 markups. Review record of changes that occur during the construction phase and verify that red-lined plans reflect changes that occur during construction.

EXHIBIT B  
APPROVED FEE SCHEDULE







## West Calabasas Road Improvements Design (PS&E) Cost Proposal

Task Descriptions	Staff												MNS Resource Hours		MNS Resource Costs		Subconsultants & Other						Summary		
	Principal Engineer	Senior Project Engineer	Project Engineer	Associate Engineer	Assistant Engineer	Senior CADD Technician	Principal Surveyor	Associate Surveyor	One Person Survey Crew	Party Chief Prevailing Wage	Chainperson Prevailing Wage			DRS Engineering, Inc.	L Newman Design Group	Gorian & Associates	Kittelson & Associates	TJW Engineering, Inc.	Reimbursable Expenses (Printing, Delivery, Etc.)	Total Costs per Subtask	Total Costs per Task				
j) Retaining Wall Calculations	1		1										2	\$445	\$1,725								\$2,170	\$2,170	
k) SWPPP	8			40		8							56	\$9,840										\$9,840	\$9,840
l) Final (100%) PS&E	12	4	16	8	8	8							56	\$10,580	\$5,750	\$3,887			\$1,150					\$21,367	\$21,367
m) Roundabout Peer Review																		\$20,671						\$20,671	\$20,671
<b>Task II: Permitting &amp; Environmental Doc</b>																									
a) LACDPW Permit	12		24										36	\$7,560									\$7,560	\$7,560	
<b>Task III: Meetings and Workshops</b>																									
a) Kickoff Meeting	2		2										4	\$890	\$345	\$552							\$1,787		
b) 2 Community/Local Chamber of Commerce Meetings/Events	8		10										18	\$3,930		\$1,104							\$5,034		
c) 1 Commission Meeting	2		2										4	\$890									\$890		
d) 1 City Council Meeting	2		2										4	\$890									\$890		
e) Project Presentation Renderings (3)	4			12									16	\$3,020		\$7,590							\$10,610	\$19,211	
<b>Task IV: Construction Bid Documents</b>																									
a) Attend Pre-bid meeting	2		2			4							14	\$2,420	\$1,035	\$920							\$4,375	\$4,375	
<b>Task V: Construction Bidding Procedure</b>																									
a) Prepare Addendums if any	4		8										12	\$2,520	\$345	\$368			\$345				\$3,578		
b) Response to Bidders	1		4										5	\$1,000									\$1,000		
c) Hard Copy of Draft Bidder Inquiry Responses			1										1	\$185									\$185	\$5,837	
<b>Task VI: Construction Support Phase</b>																									
a) Coordination with City	4		12										16	\$3,260									\$3,260		
b) Construction Coordination	4		12										16	\$3,260									\$3,260		
c) Attend Pre-con & Construction Meetings (up to 8)	12		12										24	\$5,340	\$863	\$920			\$460				\$7,583		
d) Review submittals & shop drawings (up to 25)	12		32										44	\$9,040	\$863	\$920			\$460				\$11,283		
e) Respond to RFIs (up to 25)	12		24										36	\$7,560									\$7,560		
f) Review CCO and draft CCO	8		20										28	\$5,780									\$5,780		
g) Provide verification/Inspections during const	4		8										12	\$2,520									\$2,520		
h) Coordinate with Material Testing Firm	1		2										3	\$630									\$1,148		
i) Prepare As-Built Drawings	2		4			12							18	\$3,000					\$345				\$3,863	\$46,255	
														<b>Totals</b>											
Total Staff Hours	246	16	453	151	148	86	28	56	20	20	20	1244	Hours	\$236,790	\$34,500	\$37,668	\$33,396	\$20,671	\$12,650	\$1,725	<b>\$377,401</b>	<b>\$377,401</b>			
Total Staff Costs	\$63,960	\$3,280	\$83,805	\$24,915	\$22,200	\$12,470	\$7,000	\$8,960	\$4,000	\$3,300	\$2,900														

**NON-COLLUSION AFFIDAVIT**

State of California )  
 ) ss.  
County of Los Angeles)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the County  
of  
State of California.

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)