



CITY of CALABASAS

ITEM 11 ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	MNS Engineers, Inc.
City Department in charge of Contract:	Department of Public Works
Contact Person for City Department:	Tatiana Holden, P.E., Deputy Public Works Director
Period of Performance for Contract:	July 1, 2022 – June 30, 2024
Not to Exceed Amount of Contract:	Five Hundred Sixty-Four Thousand One Hundred Fifty Dollars (\$564,150)
Scope of Work for Contract:	Engineering and Design Services – preparation of plans, specifications and estimates (PS&E) for the Mulholland Highway Improvements Project.

Insurance Requirements for Contract:

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

- **General Liability:**
 - *General Aggregate* **\$2,000,000**
 - *Products Comp/Op Aggregate* **\$2,000,000**
 - *Personal & Advertising Injury* **\$1,000,000**
 - *Each Occurrence* **\$1,000,000**
 - *Fire Damage (any one fire)* **\$ 50,000**
 - *Medical Expense (any 1 person)* **\$ 5,000**

yes no - Is Auto insurance required in this contract?

- **Automobile Liability**
 - *Any vehicle, combined single limit* **\$1,000,000**

yes no - Is Professional insurance required in this contract?

- **Professional Liability Insurance:** **\$1,000,000 per occurrence,
\$2,000,000 aggregate**

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

**PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN PROFESSIONALS
(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, specifications 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. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

- 3.1. “Design Professional”: A Design Professional is any individual satisfying one or more of the following: (1) licensed as an architect pursuant to Business and Professions Code 5500 *et seq.*, (2) licensed as a landscape architect pursuant to Business and Professions Code 5615 *et seq.*, (3) licensed as a professional land surveyor pursuant to Business and Professions Code 8700 *et seq.*, or (4) registered as a professional engineer pursuant to Business and Professions Code 6700 *et seq.*
- 3.2. “Scope of Services”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- 3.3. “Agreement Administrator”: The Agreement Administrator for this project is Tatiana Holden, P.E., Deputy Public Works Director. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.4. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.5. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Five Hundred Sixty-Four Thousand One Hundred Fifty Dollars (\$564,150).
- 3.6. “Commencement Date”: July 1, 2022.
- 3.7. “Termination Date”: June 30, 2024

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 Termination Date unless extended by written agreement of the parties or terminated earlier under Section 18 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

- 5.1. **Services.** 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.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** 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 such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant 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.

- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification or position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects including the design and preconstruction phases of a covered public works project. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability

arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

10. RELATIONSHIP OF PARTIES

- 10.1. **General.** Consultant is, and shall at all times remain as to City, a wholly independent contractor.
- 10.2. **No Agent Authority.** 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.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “City” shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend City from and against any and all claims, losses, costs or expenses for any personal injury or property damage that arises out of, pertains to, or relates to Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of an indemnified party, then Consultant’s indemnification obligation shall be reduced in proportion to the established comparative liability.
- 11.4 **Consultant to Defend City.** The duty to defend shall be a separate and distinct obligation from Consultant’s duty to indemnify. Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by City, City and its officers, employees, agents, and volunteers, immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are responsible for the claim does not relieve Consultant from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an indemnified party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs in proportion to the established comparative liability of the indemnified party.
- 11.5 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of City’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 11.6 **Defense Deposit.** The City may request a deposit for defense costs from Consultant with respect to a claim. If the City requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.7 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not 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.
- 11.8 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.9 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 11.10 **Civil Code.** The parties are aware of the provisions of Civil Code 2782.8 relating to the indemnification and the duty and the cost to defend a public agency by a Design Professional and agree that this Section 11 complies therewith.

12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: Mulholland Highway Improvement Design
 - Documentation of Best's rating acceptable to the City.
 - Original endorsements effecting coverage for all policies required by this Agreement.
 - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.

12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence,
\$2,000,000 aggregate

- General Liability:
 - General Aggregate: \$2,000,000
 - Products Comp/Op Aggregate \$2,000,000
 - Personal & Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Fire Damage (any one fire) \$ 50,000
 - Medical Expense (any 1 person) \$ 5,000

- Workers' Compensation:
 - Workers' Compensation Statutory Limits
 - EL Each Accident \$1,000,000
 - EL Disease - Policy Limit \$1,000,000
 - EL Disease - Each Employee \$1,000,000

- Automobile Liability
 - Any vehicle, combined single limit \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the City as additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.

12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.

12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of Calabasas must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired

policies of insurance 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. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of Calabasas, Attn: Department of Public Works, 100 Civic Center Way, Calabasas, California 91302.

- 12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, 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.
- 12.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the City. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 12.14. **Report of Claims to City.** Consultant shall report to the City, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under this Agreement.
- 12.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

City has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant's insurance policies. The amount of deductibles for insurance coverage required herein are subject to City's approval.

- 12.16. **Duty to Defend and Indemnify.** Consultant's duties to defend and indemnify City under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

13. MUTUAL COOPERATION

- 13.1. **City Cooperation in Performance.** 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.
- 13.2. **Consultant Cooperation in Defense of Claims.** If 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 in the defense of that claim or action.

14. 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).

If to City

Tatiana Holden, P.E.
Deputy Public Works Director
City of Calabasas
Department of Public Works
100 Civic Center Way
Calabasas, CA 91302
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
Email: mip@mnsengineers.com

With courtesy copy to:

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (Records), paragraph 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnity), paragraph 12.8 (Claims-Made Policies), paragraph 13.2 (Consultant Cooperation in Defense of Claims), and paragraph 18.1 (Confidentiality) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. 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.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, 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. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** 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 on by City and Consultant.
- 17.3. **Headings.** The headings and 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 language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** 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).

- 17.5. **Severability.** 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, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 17.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** 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.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** 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.
- 18.10. **Remedies Non-Exclusive.** 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 from 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 or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

“Consultant”

City of Calabasas

MNS Engineers, Inc.

By: _____

By: _____

Mary Sue Maurer, Mayor

James A. Salvito, President & CEO

Date: _____

Date: _____

By: _____

By: _____

Kindon Meik, City Manager

Shawn Kowalewski, P.E., Vice President

Date: _____

Date: _____

By: _____

Robert Yalda, P.E., T.E., Public Works Director

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 SERVICES & FEE SCHEDULE



100 E. Thousand Oaks Blvd., Ste 105 / Thousand Oaks CA 91360

Ph. (805) 648-4840

September 1, 2022

Tatiana Holden, PE
Deputy Public Works Director
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

ADDENDUM #1 MULHOLLAND HIGHWAY IMPROVEMENTS

Dear Tatiana:

This addendum addresses the following additional services required for this project:

- Parking Lot Modification of Wild Walnut Park – The Old Topanga Canyon Road West intersection improvements will impact the existing parking lot. The project will redesign the parking lot based on the Precise Grading and Drainage Plan prepared by Land Design Consultants, Inc.
- Environmental Document in support of the project
- Design Support Services during Construction

Below is the proposed scope of work:

Scope of Work

Task 1 – Parking Lot Modification of Wild Walnut Park

- 1.1 **Survey and Mapping.** MNS team member – Central Coast Aerial Mapping (CCAM) will digitize topographic mapping to cover Wild Walnut Park. MNS will perform supplemental field survey and combine with topographic mapping.
- 1.2 **Final Design.** Based on Land Design Consultants, Inc. plans, MNS will prepare the following 60%, 90% and 100% plans:
 - Grading and Drainage plans at 1" = 20' scale (1 Sheet)
 - Grading and Drainage Details (1 Sheet)

MNS will prepare 60%, 90% and 100% construction cost estimate for proposed improvements and prepare Draft Specifications at 90% and Final Specifications at 100%.



Deliverables:

- Wild Walnut Park – Parking Lot Grading 60%, 90% and 100% PS&E

Task 2 – Environmental Documentation

MNS team member – Padre Associates, Inc. (Padre) will perform the environmental services in support of the project.

- 2.1 **Project Description.** Padre will prepare a project description based on the most current design information provided by MNS (35 percent plans or better), including preliminary limits of earthwork, retaining walls and slope protection features. A draft project description will be submitted to MNS and the City for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the CEQA scope and budget.
- 2.2 **Draft Initial Study (IS).** Based on the approved project description, we will prepare an IS for review by City Public Works and Planning staff. The IS will utilize the IS checklist provided in the State CEQA Guidelines and include a short setting discussion for each issue area, and a reasoned response to each checklist item. Potential issues of concern may include aesthetics, biological resources and cultural resources. A biological survey and cultural resources record search will be conducted in support of the IS checklist. In addition, an inventory of trees proposed to be removed will be prepared, including the species, diameter at breast height and location of each tree at least six inches in diameter at breast height.
- 2.3 **Initial Study and Determination of the CEQA Document.** The Draft IS will be revised in response to City comments and will include recommendations regarding the appropriate CEQA document (exemption, negative declaration [ND], mitigated negative declaration [MND]). If requested, Padre will attend a meeting with City staff to discuss potential impacts, mitigation measures (if needed) and identify the appropriate CEQA document.
- 2.4 **Internal Draft ND or MND (as needed).** Should the City determine that a ND or MND is the appropriate CEQA document, Padre will update and expand the IS and prepare an internal draft ND/MND. Alternatively, Padre will prepare the notice of exemption, should the City determine this is the appropriate CEQA document.
- 2.5 **Public Draft ND or MND (as needed).** Upon receipt of all City comments on the Internal Draft ND/MND, we will make any necessary changes and publish the Public Draft ND/MND. Our cost estimate assumes up to 15 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft ND/MND will be required. Padre will be responsible for noticing and distribution of the ND/MND, including uploading the documents to the State Clearinghouse website. However, the City will be responsible for providing affected property addresses and newspaper publication of the public notice.



2.6 **Incorporate Public Comments.** At the close of the public comment period and following any public hearings, Padre staff will convene with City staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to ten comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

2.7 **Final ND/MND.** Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft ND/MND and prepare the Final ND/MND. Our cost estimate provides for delivery of up to five hardcopies of the Final ND/MND. In addition, Padre will prepare a Mitigation Monitoring Plan (should mitigation measures be required) for approval with the MND at the Planning Commission and/or City Council hearing.

2.8 **Team Meetings and Public Hearings.** Our scope includes attendance at up to three team meetings (in person as needed) with MNS and/or City staff, and one public hearing.

Padre will meet the following deliverables and schedule requirements. The schedule will be driven by receipt of project information provided by and receipt of comments from MNS and the City of Calabasas.

- A draft project description will be delivered within two weeks of receipt of all available project information. Five copies of the Draft IS will be delivered within four weeks of receipt of comments on the project description. However, the cultural resources record search will be conducted by the South Central Coast Information Center and may require six weeks to be completed, which may delay completion of the Draft IS.
- The IS will be delivered within one week of receipt of City comments on the Draft IS. The Internal Draft ND/MND (if needed) will be delivered within three weeks of the determination of the appropriate CEQA document. Up to 15 hardcopies and 30 CD copies of the Public Draft ND/MND will be delivered within two weeks of receipt of all comments on the Internal Draft IS/MND.
- Five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft ND/MND. Up to five hardcopies of the Final ND/MND and Mitigation Monitoring Plan (as appropriate) will be delivered within two weeks of approval of the responses to comments.

Deliverables:

- Project Description
- Draft Initial Study
- Internal Draft, Public Draft and Final ND or MND



Task 3 – Design Support Services during Construction

MNS Team will provide design support services during the construction phase.

- 3.1 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.
- 3.2 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.
- 3.3 Attend the pre-construction meeting and up to 10 construction meetings.
- 3.4 Review up to 25 submittals and shop drawings.
- 3.5 Respond up to 25 contractor's requests for information (RFIs).
- 3.6 Review proposed change orders and draft change order language as requested by the City.
- 3.7 Provide periodic field review of improvements during construction.
- 3.8 Interact with material testing consultant.
- 3.9 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.

Fee

The fee for the scope of work defined in this letter is \$122,064. A detailed cost breakdown is attached.

Additional Task	MNS Fee	Sub Fee	Total Fee
1 – Wild Walnut Parking Lot Final Design	\$13,885	\$288 (CCAM)	\$14,173
2 – Environmental Documentation	\$3,560	\$44,356 (Padre)	\$47,916
3 – Design Support Services during Const	\$36,400	\$19,435 (DRS) \$4,140 (F&P)	\$59,975
Addendum #1 - Total	\$53,845	\$68,219	\$122,064

Please let us know if we can provide any more information and feel free to call me to discuss this request at (805) 719-9807 or if you prefer, via email at mip@mnsengineers.com.

Sincerely,

MNS ENGINEERS, INC.



Michael Ip, PE
Principal Engineer

C:\BOX\PROJECTS\CICLB CALABASAS\CICLB.210156.00 MULHOLLAND HWY IMP\5 PM\CONTRACT\ADDENDUM #1 - MULHOLLAND HWY IMPROVEMENTS 2022-09-01.DOCX



FEE PROPOSAL

Team Resources	Description	Principal Engineer	Senior Project Engineer	Project Engineer	Assistant Engineer	Principal Surveyor	Associate Project Surveyor	MNS Resource Hours	MNS Resource Costs	Padre Associates, Inc.	DRS Engineering, Inc. (DRS)	Fehr and Peers, Inc. (F&P)	Central Coast Aerial Mapping (CCAM)	Reimbursable Expense Costs	Summary	Grand Total	Task Total
		\$240	\$185	\$170	\$140	\$235	\$150	MNS Resource Hours	MNS Resource Costs	Padre Associates, Inc.	DRS Engineering, Inc. (DRS)	Fehr and Peers, Inc. (F&P)	Central Coast Aerial Mapping (CCAM)	Reimbursable Expense Costs			
Task 1	Parking Lot Modifications - Wild Walnut Park														Task 1		
	1.1 Survey and Mapping					2	2	4	\$770				\$288			\$1,058	
	1.2 Final Design																
	Grading and Drainage Plan @ 1" =20' Scale	4	1	24	12			41	\$6,905							\$6,905	
	Grading and Drainage Details	3	1	8	12			24	\$3,945							\$3,945	
	Specifications	2	1	4				7	\$1,345							\$1,345	
	Construction Cost Estimate	1		4				5	\$920							\$920	\$14,173
Task 2	Environmental Documentation														Task 2		
	2.1 Project Description	2		2				4	\$820	\$4,968						\$5,788	
	2.2 Draft Initial Study (Arch Search, biology & tree survey)	4		2				6	\$1,300	\$18,653						\$19,953	
	2.3 Initial Study and CEQA determination meeting							0	\$0	\$2,576						\$2,576	
	2.4 Internal Draft ND/MND	2						2	\$480	\$5,658						\$6,138	
	2.5 Public Draft ND/MND and NOI	2						2	\$480	\$4,658						\$5,138	
	2.6 Incorporate Public Comments							0	\$0	\$2,760						\$2,760	
	2.7 Final IS/MND/Monitoring Plan							0	\$0	\$2,323						\$2,323	
	2.8 Meetings & Hearings	2						2	\$480	\$2,760						\$3,240	\$47,916
Task 3	Design Support Services during Construction														Task 3		
	3.1 Coordination with City	8		12				20	\$3,960							\$3,960	
	3.2 Construction Coordination	4		8				12	\$2,320							\$2,320	
	3.3 Attend Pre-con & Construction Meetings (up to 10)	6		12				18	\$3,480		\$1,265	\$575				\$5,320	
	3.4 Review submittals & shop drawings (up to 25)	10		20				30	\$5,800		\$8,050	\$1,725				\$15,575	
	3.5 Respond to RFIs (up to 25)	12		24				36	\$6,960		\$8,970	\$1,150				\$17,080	
	3.6 Review CCO and draft CCO	8		16				24	\$4,640							\$4,640	
	3.7 Provide verification/inspections during const	12		12				24	\$4,920							\$4,920	
	3.8 Coordinate with Material Testing Firm	2		4				6	\$1,160							\$1,160	
	3.9 Prepare As-Built Drawings	1		4	16			21	\$3,160		\$1,150	\$690				\$5,000	\$59,975
Hours		85	3	156	40	2	2	288 Hours									
Cost		\$20,400	\$555	\$26,520	\$5,600	\$470	\$300	\$53,845	\$44,356	\$19,435	\$4,140	\$288	\$0	\$122,064	Sub-Total	\$122,064	\$122,064



CITY of CALABASAS

Mulholland Highway Improvements Design (PS&E)
Cost Proposal (05-13-2021)

Task Descriptions	Staff										Subconsultants & Other						Summary	
	Principal Engineer	Senior Project Engineer	Associate Engineer	Senior CADD Technician	Principal Surveyor	Associate Surveyor	Senior Land Title Analyst	Party Chief Prevailing Wage	Chainperson Prevailing Wage	MNS Resource Hours	MNS Resource Costs	DRS Engineering, Inc.	Oakridge Geoscience, Inc.	Fehrs & Peers	Padre Associates, Inc.	Central Coast Aerial Mapping	Reimbursable Expenses (Printing, Delivery, Etc.)	Total Costs per Task
Task I: Plans, Specs & Estimates (PS&E)																		
a) Data Collection / Site Visit	12		20							32	\$5,980							\$5,980
b) Survey and Mapping																		
i) Field Survey					32	80		100	100	312	\$48,520				\$9,240			\$57,760
ii) Right of Retracement					20	32	8	18	16	94	\$15,690							\$15,690
iii) PE & TCE Legal & Sketch (4 Estimated)					8	12				20	\$3,680							\$3,680
c) Geotechnical Study	8									8	\$1,920		\$71,760					\$73,680
d) Utility Research/Coordination	24		40							64	\$11,960							\$11,960
e) 30% Plans (25 Sheets)																		
Title Sheet (1 Sheet)	1		2	4						7	\$1,090							\$1,090
Typical Sections (2 Sheets)	4		8	16						28	\$4,360							\$4,360
Mulh Hwy Plan & Profile @1"=20'H (3 Sheets)	10		20	40						70	\$10,900							\$10,900
Old Top Cyn Rd W Plan & Profile @1"=20'H (1 Sht)	4		8	16						28	\$4,360							\$4,360
Mulholland Hwy Plan @1"=20' (11 Sheets)	20		80	40						140	\$22,600							\$22,600
Striping @ 1"=40' (7 Sheets)	8		16	32						56	\$8,720							\$8,720
Construction Cost Estimate	4		24							28	\$4,680							\$4,680
f) Value Analysis	24		40							64	\$11,960	\$3,450						\$15,410
g) 60% Plans & Estimate																		
Phase 1 (23 Sheets)																		
Update 30% Plans (7 Sheets)	8		20	40						68	\$10,420							\$10,420
General Notes (1 Sheet)	1		2	4						7	\$1,090							\$1,090
Demolition & Utility Disp. Plan @ 1"=20' (2 Sheets)	6		12	24						42	\$6,540							\$6,540
Grading Plan @ 1"=20' (2 Sheets)	8		32	16						56	\$9,040							\$9,040
Drainage Plan and Profile Plan @ 1"=20' (1 Sheet)	6		20	8						34	\$5,620							\$5,620
Signing & Striping Plan @ 1"=40' (2 Sheets)	4		8	16						28	\$4,360							\$4,360
Traffic Signal Plan @ 1"=20' (1 Sheet)	2		2							4	\$790			\$9,775				\$10,565
Retaining Wall General Notes (1 Sheet)												\$1,725						\$1,725
Soil Nail Wall Retaining Wall #7 (1 Sheet)	4		8							12	\$2,200	\$3,450						\$5,650
Convention Retaining Wall #6 & #8 (2 Sheets)	8		16							24	\$4,400	\$6,325						\$10,725
Wall Section (2 Sheets)	4		4							8	\$1,580	\$5,704						\$7,284
Wall Details (1 Sheets)	2		2							4	\$790	\$2,875						\$3,665
Phases 2 & 3 (67 Sheets)																		
Update 30% Plans (18 Sheets)	20		40	80						140	\$21,800							\$21,800
Demolition and Utility Disposition Plans (11 Sheets)	25		50	100						175	\$27,250							\$27,250
Grading Plan @ 1"=20' (11 Sheets)	25		100	50						175	\$28,250							\$28,250
Drainage Plan and Profile Plan @ 1"=20' (5 Sheets)	20		64	32						116	\$19,040							\$19,040
Signing & Striping Plan (6 Sheets)	8		16	40						64	\$9,800							\$9,800
Soil Nail Wall Retaining Walls #1 & 2 (3 Sheets)	8		16							24	\$4,400	\$11,299						\$15,699
Convention Retaining Wall #4 (2 Sheets)	6		12							18	\$3,300	\$7,188						\$10,488
Wall Section (3 Sheets)	2		2							4	\$790	\$3,450						\$4,240
Wall Details (2 Sheets)	2		2							4	\$790	\$2,300						\$3,090
Erosion Control Plan @ 1"=20' (6 Sheets)	8		8							16	\$3,160	\$28,463						\$31,623
Update Construction Cost Estimate	4		12							16	\$2,820			\$575				\$3,395
h) 90% Plans, Specifications & Estimate																		
Phase 1 (26 Sheets)																		
Update 60% Plans (23 Sheets)	12	4	24	48						88	\$13,840	\$15,755		\$5,175				\$34,770
Construction Details - Curb & Misc (2 Sheets)	4	1	10	20						35	\$5,400							\$5,400
Construction Details - Dwy (1 Sheet)	3	1	6	12						22	\$3,460							\$3,460
Phases 2 & 3 (81 Sheets)																		
Update 60% Plans (67 Sheets)	28	8	54	104						194	\$30,650	\$18,400						\$49,050
Construction Details - Dwy & Ints (6 Sheets)	16	1	32	64						113	\$17,630							\$17,630
Construction Details - Misc (2 Sheets)	6	1	14	28						49	\$7,580							\$7,580
Drainage Details (3 Sheets)	12	1	24	48						85	\$13,270							\$13,270
Erosion Control Details (3 Sheets)	3	1	3							7	\$1,375	\$6,900						\$8,275
Prepare Draft Specifications	32	4								36	\$8,440	\$2,300		\$1,150				\$11,890
Update Construction Cost Estimate	4	2	12							18	\$3,200	\$1,150		\$575				\$4,925
i) H&H Study	24	2	80							106	\$18,540							\$18,540
j) SWPPP	20	4	60	40						124	\$20,260							\$20,260
k) Final (100%) PS&E	20	8	40	80						148	\$23,320	\$4,773		\$2,875				\$30,968
Task II: Permitting & Environmental Doc	12									12	\$2,880				\$18,389			\$21,269
Task III: Meetings and Workshops																		
a) Kickoff Meeting	3		2							5	\$1,030	\$633						\$1,663
b) 2 community/local Chamber of Commerce Meetings/Events after 30% & 60%	8		8							16	\$3,160	\$1,265						\$4,425
c) 1 Commission Meeting	2									2	\$480							\$480
d) 1 City Council Meeting	2									2	\$480							\$480
Task IV: Construction Bid Documents	2		6							8	\$1,410	\$575		\$575			\$2,000	\$4,560
Task V: Construction Bidding Procedure																		
a) Attend Pre-bid meeting	2									2	\$480							\$480
b) Prepare Addendums if any	8		16	12						36	\$6,020							\$6,020
c) Response to Bidders	8		16							24	\$4,400	\$1,265		\$1,035				\$6,700
d) Hard Copy of Draft Bidder Inquiry Responses	1		4							5	\$860							\$860
Totals																		
Total Staff Hours	532	38	1,117	1,014	60	124	8	118	116	3127	\$512,815	\$129,243	\$71,760	\$21,735	\$18,389	\$9,240	\$2,000	\$765,181
Total Staff Costs	\$127,680	\$7,220	\$173,135	\$136,890	\$14,100	\$18,600	\$1,240	\$18,290	\$15,660									



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

April 4, 2022
Project No. 2102-4071

Mr. Michael Ip
MNS Engineers, Inc.
4580 E. Thousand Oaks Blvd., Suite 101
Westlake Village, CA 91362

Proposal to Prepare Environmental Documentation for the City of Calabasas Mulholland Highway Improvement Project

Introduction

Padre is currently under contract to provide permitting services for the subject project. At our meeting with City Public Works and Planning staff on March 30, 2022, we were requested to provide environmental review services for the project in compliance with the California Environmental Quality Act (CEQA). We understand the portion of the project located east of Wild Walnut Park (~STA 401+00) is considered a separate project (formerly Phase 1) and environmental documentation is not required and not part of this scope of work.

Scope of Work

The following tasks comprise our scope of work:

Project Description. Padre will prepare a project description based on the most current design information provided by MNS (35 percent plans or better), including preliminary limits of earthwork, retaining walls and slope protection features. A draft project description will be submitted to MNS and the City for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the CEQA scope and budget.

Draft Initial Study (IS). Based on the approved project description, we will prepare an IS for review by City Public Works and Planning staff. The IS will utilize the IS checklist provided in the State CEQA Guidelines and include a short setting discussion for each issue area, and a reasoned response to each checklist item. Potential issues of concern may include aesthetics, biological resources and cultural resources. A biological survey and cultural resources record search will be conducted in support of the IS checklist. In addition, an inventory of trees proposed to be removed will be prepared, including the species, diameter at breast height and location of each tree at least six inches in diameter at breast height.



Initial Study and Determination of the CEQA Document. The Draft IS will be revised in response to City comments and will include recommendations regarding the appropriate CEQA document (exemption, negative declaration [ND], mitigated negative declaration [MND]). If requested, Padre will attend a meeting with City staff to discuss potential impacts, mitigation measures (if needed) and identify the appropriate CEQA document.

Internal Draft ND or MND (as needed). Should the City determine that a ND or MND is the appropriate CEQA document, Padre will update and expand the IS and prepare an internal draft ND/MND. Alternatively, Padre will prepare the notice of exemption, should the City determine this is the appropriate CEQA document.

Public Draft ND or MND (as needed). Upon receipt of all City comments on the Internal Draft ND/MND, we will make any necessary changes and publish the Public Draft ND/MND. Our cost estimate assumes up to 15 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft ND/MND will be required. Padre will be responsible for noticing and distribution of the ND/MND, including uploading the documents to the State Clearinghouse website. However, the City will be responsible for providing affected property addresses and newspaper publication of the public notice.

Incorporate Public Comments. At the close of the public comment period and following any public hearings, Padre staff will convene with City staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to ten comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

Final ND/MND. Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft ND/MND and prepare the Final ND/MND. Our cost estimate provides for delivery of up to five hardcopies of the Final ND/MND. In addition, Padre will prepare a Mitigation Monitoring Plan (should mitigation measures be required) for approval with the MND at the Planning Commission and/or City Council hearing.

Team Meetings and Public Hearings. Our scope includes attendance at up to three team meetings (in person as needed) with MNS and/or City staff, and one public hearing.

Schedule

Padre will meet the following deliverables and schedule requirements. It is important to note that the schedule will be driven by receipt of project information provided by and receipt of comments from MNS and the City of Calabasas. Therefore, the schedule outlined below should be considered preliminary.

A draft project description will be delivered within two weeks of receipt of all available project information. Five copies of the Draft IS will be delivered within four weeks of receipt of comments on the project description. However, the cultural resources record search will be conducted by the South Central Coast Information Center and may require six weeks to be completed, which may delay completion of the Draft IS.

The IS will be delivered within one week of receipt of City comments on the Draft IS. The Internal Draft ND/MND (if needed) will be delivered within three weeks of the determination of the appropriate CEQA document. Up to 15 hardcopies and 30 CD copies of the Public Draft ND/MND will be delivered within two weeks of receipt of all comments on the Internal Draft IS/MND.

Five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft ND/MND. Up to five hardcopies of the Final ND/MND and Mitigation Monitoring Plan (as appropriate) will be delivered within two weeks of approval of the responses to comments.

Fee

Padre will complete the scope of work on a time and materials basis for a not-to-exceed fee of \$22,535 should a notice of exemption be determined to be the appropriate CEQA document, and \$38,570 should a MND be determined to the appropriate CEQA document. All work would be conducted according to the attached 2021 Standard Fee Schedule. A fee estimate breakdown spreadsheet is attached.

*

*

*

Should you have any questions regarding this proposal, please contact me at 805/644-2220 ext. 413 at your earliest convenience.

Sincerely,
Padre Associates, Inc.

A handwritten signature in blue ink, appearing to read "Matt Ingamells". The signature is fluid and cursive, with a large loop at the end.

Matt Ingamells
Project Manager

Attachments: 2021 Standard Fee Schedule
Fee estimate spreadsheet

2021 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 210/hr
Principal Professional	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor	\$ 80/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile

**FEE ESTIMATE FOR ENVIRONMENTAL DOCUMENTATION
FOR THE MULHOLLAND HIGHWAY IMPROVEMENT PROJECT**

Task	Total Hours	Cost	Senior \$150	Staff \$95	Graphics \$110
Project Description	32	\$4,320	20		12
Arch record search & memo	28	\$3,160	8	16	4
Biology survey, tree inventory	34	\$3,540	4	24	6
Draft Initial Study	58	\$8,380	50		8
Initial Study and CEQA determination meeting	16	\$2,240	12		4
Internal Draft ND/MND	36	\$4,920	24		12
Public Draft ND/MND and NOI	28	\$3,630	16	6	6
Incorporate Public Comments	16	\$2,400	16		
Final IS/MND/Monitoring Plan	14	\$2,020	12		2
Meetings & Hearings	16	\$2,400	16		0
Staff Total	278	\$37,010	178	46	54

Other Direct Costs

Truck fee (field work and meetings)	\$640
Reproduction (Public Draft ND/MND)	\$300
Cultural records search	\$500
Markup (15%)	\$120
Reimbursables	\$1,560
Project Total	\$38,570

Scenario 1: NOE	\$22,535
Scenario 2: ND or MND	\$38,570