

Project Name: Rancho Conejo
Biotech Area Sidewalk (CI 5664)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
MNS ENGINEERS, INC.**

THIS AGREEMENT is made and entered into this 27th day of September 2022, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and **MNS ENGINEERS, INC.** ("Consultant").

City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with the design, surveying, geotechnical investigations, Plans, Specifications and Estimate (PS&E), and bid-phase services of Rancho Conejo Biotech Area Sidewalk project. Services and deliverables shall generally include meetings, technical memorandums, Plans and specifications, and as are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$ 315,866 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly, at the hourly rates and with reimbursement to Consultant for those expenses set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant until **December 31, 2023** after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Prevailing Wage.** Consultant may be obligated to pay prevailing wages under the California Labor Code. Consultant agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of Consultant to be familiar with the California Labor Code as it relates to this Agreement, and failure or neglect of Consultant to understand the California Labor Code shall in no way relieve Consultant from any obligations.

(c) **Department of Industrial Relations Requirements.** Consultant's work may be subject to the payment of not less than prevailing wages under California Labor Code Sections 1720 and 1770 et seq. and subject to compliance monitoring and enforcement by the Department of Industrial Relations. No consultant or subcontractor may be awarded a contract for public work unless registered with the Department of Industrial Relations, pursuant to California Labor Code Section 1725.5. Consultant's DIR registration number is 1000003564.

(d) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(e) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Sujin Beck.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to June 30, 2024, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

City Manager or his or her designee shall have the authority to extend the term of this Agreement in writing no more than 3 separate times, for a period of 1 year each. Extensions of time shall be memorialized by execution of a written amendment.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement."

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to City. Michael Ip, Principal Engineer is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

The following portions of the work described in this Agreement may be subcontracted out to other parties by Consultant: Geotechnical investigation (Yeh & Associates), and Environmental Documents (Padre Associates).

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. To the maximum extent allowed by law, Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own

expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(d). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days

advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or

any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY CITY

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon 30 calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

23. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

29. FEDERAL REQUIREMENTS

Consultant acknowledges that federal funds are being used for this Agreement and that Consultant is required to comply with all material obligations required by federal or state law in reporting work completed with said funds, and certifies that Consultant and its subcontractors are eligible to participate in the Federally funded contract, pursuant to the "System for Award Management (SAM)" database, as maintained by the General Services Administration and required by 2 CFR, part 180.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

MNS ENGINEERS, INC.

Shawn Kowalewski, Vice President

Jim Salvito, President

CITY OF THOUSAND OAKS

Bob Engler, Mayor

ATTEST:

Cynthia M. Rodriguez, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Clifford G. Finley, Public Works Director

APPROVED AS TO FORM:

Office of the City Attorney

Tracy Friedl, Assistant City Attorney

EXHIBIT A

RANCHO CONEJO BIOTECH AREA SIDEWALK CI 5664

SCOPE OF WORK

Phase 1 – Preliminary Design (Project Approval / Environmental Document)

Task 1.01 – Work Plan and Schedule

CONSULTANT shall prepare a work plan and project schedule with milestones, major activities, and deliverables for City review.

Based on the City's comments, CONSULTANT shall update the work plan and schedule.

Deliverables:

- Work Plan and Project Schedule

Task 1.02 – Kick-Off Meeting

CONSULTANT shall meet with City staff to discuss project scope and purpose, requirements, and details. With the City's assistance, CONSULTANT shall develop a Project Development Team (PDT) for the project so the key stakeholders can provide input and recommendations and be informed of the project developments and decisions.

Task 1.03 – Data Collection

CONSULTANT shall collect and review available record data from the City. Data includes State, County, City and other record/documents, existing street, storm drain, wet and dry utility plans, survey centerline and property monument data, topographic maps, and drainage and geotechnical reports.

Task 1.04 – Surveying

CONSULTANT shall perform field surveying and mapping in support of the roadway improvements.

CONSULTANT shall establish new control on a local basis of bearings and tie to the NAVD88 vertical datum based on local benchmarks. The limits of the survey mapping shall include a total of 4400' of roadway extending 25' beyond existing curb on the side of the proposed construction. The survey mapping shall include the following items: hardscape, ground/finished surface, structures, walls, fences, trees, signage, striping and any observable utilities.

CONSULTANT shall prepare a topographic/utility base map in AutoCAD at a scale of 1"=20' with 1' contour intervals. In addition, CONSULTANT shall retrace the centerline and right of way boundaries along the proposed improvements. The boundary retracement shall be based upon field monumentation and record map information.

Deliverables:

- Topographic Mapping and R/W retracement

Task 1.05 – Geotechnical Investigation

CONSULTANT shall conduct geotechnical investigation in support of this project. The scope of services will consist of the following tasks:

Subtask 1.05A - Initiation and Data Review

Consult with the City to initiate the project, collect and review background information from the City that may be pertinent to the geotechnical evaluation, request a base map showing the site topography, coordinate site access, and review the scope and schedule for geotechnical services. Prepare a geotechnical exploration plan for review with project team. Attend kick off meeting.

Subtask 1.05B - Permits, Utility Coordination, Health and Safety

CONSULTANT shall submit the geotechnical exploration and traffic control plans to the City of Thousand Oaks with the application and obtain an encroachment permit for borings within the City right-of-way. City permit fees will be waived. Prepare a health and safety plan for the field work, visit the site to mark the locations of the planned explorations, and notify Underground Services Alert (USA) to contact utility companies to review the locations and mark any buried utilities at the site, and coordinate the field exploration program and site access with the project team, City and subcontractors.

Subtask 1.05C - Subsurface Exploration Program

CONSULTANT shall perform a field exploration program consisting of drilling four (4) geotechnical borings to the depth of 10 to 25 feet. CONSULTANT shall perform borings per following schedule:

Project Feature	Approximate Location	Boring¹ Depth
Flashing beacon overhead poles	Both sides of Rancho Conejo Blvd at Corporate Center Dr	Two borings, 20 to 25 feet
Retaining wall	Lawrence Dr, north of W. Hillcrest Dr	One boring, 20 feet
Retaining wall	W. Hillcrest Dr, east Lawrence Dr	One boring, 10 to 15 feet
Note 1 - All borings shall be logged and sampled as geotechnical borings. At locations designated for field infiltration tests, the same bore hole shall be used.		

Subtask 1.05D – Field Infiltration Testing

CONSULTANT shall perform a field exploration program consisting of drilling four (4) infiltration borings to depths of 5 and 10 feet per following schedule within the project limits:

Project Feature	Approximate Location	Boring¹ Depth
Retaining wall and stormwater infiltration	Teller Rd, west of Lawrence Dr	Two borings to 5 and 10 feet
Stormwater infiltration	Hillcrest Dr, west of Lawrence Dr	Two borings to 5 and 10 feet
Note 1 - All borings shall be logged and sampled as geotechnical borings. At locations designated for field infiltration tests, the same bore hole shall be used.		

CONSULTANT shall perform testing in general accordance with the latest version of the Ventura County Technical Guidance Manual for field percolation testing. The existing pavement structural section will be measured where borings are in pavement. Traffic control shall be provided as needed during field infiltration testing.

Subtask 1.05E - Laboratory Testing

CONSULTANT shall perform laboratory tests consisting of tests for unit weight and moisture content, soil classification, expansion index, strength, compaction, or corrosivity of selected samples recovered from the borings. The actual types and numbers of tests shall be assigned based on the results of the drilling.

Subtask 1.05F - Draft Geotechnical Report

CONSULTANT shall summarize the data collected, perform geotechnical analysis, and prepare a Geotechnical Report for the design of the project. A draft of the report shall be prepared and issued in portable document file (PDF) format for review by the City. The report will provide logs of the explorations, laboratory test results, and a map showing the locations of the explorations. The report shall provide a discussion of the following:

- Geologic setting
- Soil and groundwater conditions encountered
- Measured field infiltration rates and recommended correction factors
- Potential for geologic hazards to impact the project
- Soil corrosion potential
- Recommended parameters for design of shallow foundations or retaining walls as needed for widening
- Construction considerations regarding:
 - Excavation characteristics of the soil and rock encountered
 - Suitability of excavated onsite soil for reuse as compacted fill or structure backfill
- Temporary slopes, shoring, and/or dewatering
- Requirements for temporary cuts or shoring adjacent to existing roadways, structures, or property
- Suggested material specifications

Subtask 1.05G - Final Geotechnical Report

CONSULTANT shall issue the final Geotechnical Report after incorporating comments and input from the design team. One PDF copy of the final report shall be submitted to the City.

Deliverables:

- Draft and Final Geotechnical Report

Task 1.06 – Tree Report

CONSULTANT shall prepare the tree report. An oak/protected tree survey shall be conducted under the direction of an ISA-certified arborist to identify oak trees and landmark trees protected under City ordinances. Data collected shall include species, photograph, trunk diameter at breast height, location relative to proposed improvements, health information and aesthetic rating. The tree report shall include a map of tree locations, tree photographs, tree data forms and recommendations to avoid or minimize impacts to protected trees.

Deliverables:

- Draft and Final Tree Report

Task 1.07 – 30% Design

CONSULTANT shall prepare conceptual plans at 1" = 20' scale for the proposed sidewalk along with a detail construction estimate, for City staff to review and comment.

CONSULTANT shall contact Utility Owners and coordinate relocations if necessary for the proposed design. CONSULTANT shall keep the proposed design within existing City ROW.

Deliverables:

- 30% Concept Plans and Construction Cost Estimate

Task 1.08 – Public Meeting Support

CONSULTANT shall prepare exhibits for public meetings (assume 2 meetings). CONSULTANT shall allocate up to \$1500 in reimbursables to mount the exhibits on boards.

Subtask 1.08A Strip Maps

CONSULTANT shall prepare strip maps of the four street segments with typical cross sections.

Subtask 1.08B 3D Renderings

CONSULTANT shall prepare sketch up 3D renderings of proposed sidewalks (up to 4).

Deliverables:

- Strip Map and 3D Rendering Exhibits

Task 1.09 – Project Approval / Environmental Document

CONSULTANT shall prepare required documents to acquire a National Environmental Policy Act (NEPA) and CEQA environmental clearance.

Subtask 1.09A – Preliminary Environmental Study (PES)

CONSULTANT shall prepare a Preliminary Environmental Study (PES) form for review by the City and Caltrans to determine the number and scope of technical studies required for NEPA compliance. CONSULTANT shall prepare a draft and final PES form will be required.

Subtask 1.09B – Technical Studies

CONSULTANT shall perform up to three technical studies as required by Caltrans following completion of Task 1.

- Visual Resources VIA checklist with Technical Memorandum (loss of landscaping trees)
- Noise Technical Memorandum (construction noise)
- Natural Environment Study-Minimal Impact (loss of landscaping)

These studies shall be prepared according to Caltrans guidelines and reviewed by the City for submittal to Caltrans. CONSULTANT's fee shall include preparation of draft and final versions of these studies, including responding to any comments from the City and Caltrans. The scope of work for Subtask 1.09B shall be considered preliminary until the PES form is approved by Caltrans, as additional (or fewer) technical studies may be required.

Subtask 1.09C - Initial Environmental Review

Following review of all existing environmental documentation prepared for the project and completion of the 30 percent design plans for proposed improvements, CONSULTANT shall assess potential impacts using the Initial Study checklist provided in the State CEQA Guidelines and identify the appropriate environmental document. CONSULTANT shall submit the Initial Study checklist to the City for review. The CONSULTANT shall attend a project team meeting to discuss environmental issues and determine if the project qualifies for a categorical exemption from CEQA under Section 15301 (minor alteration of existing facilities) of the State CEQA Guidelines. If the project team agrees a categorical exemption is appropriate, CONSULTANT shall prepare a Notice of Exemption for signature by the City. In this case, Subtask 1.09D will not be required.

Subtask 1.09D - Initial Study/Mitigated Negative Declaration (IS/MND)

This Task shall be implemented should the project team determine an IS/MND is required. An IS and MND shall be prepared according to the State CEQA Guidelines and shall be comprised of the following tasks:

1.09D.1 Project Description. CONSULTANT shall prepare a project description based on design information (50 to 75% plans if available). A draft project description shall be submitted to the City review and approval. Upon receipt of comments, the project description shall be finalized. The final project description shall serve as the basis of all impact analysis. CONSULTANT shall assist the City in conducting tribal consultation notification, if requested.

1.09D.2 Internal Draft IS/MND. Based on the approved project description, CONSULTANT shall prepare an IS/MND for internal review. CONSULTANT shall submit an Internal Draft IS/MND to the City for review and comments.

1.09 D.3 Draft IS/MND. Upon receipt of all City comments on the Internal Draft IS/MND, CONSULTANT shall make any necessary changes and publish the Public Draft IS/MND. CONSULTANT shall be responsible for noticing and distribution of the IS/MND. The CITY will be responsible for uploading the Draft IS/MND to the State Clearinghouse website and newspaper publication of the public notice.

1.09 D.4 Incorporate Public Comments. At the close of the public comment period and following public hearings, CONSULTANT shall convene with the City staff to review written and verbal comments and strategize responses. CONSULTANT shall prepare draft responses to all comment letters received during the comment period.

1.09D.5 Final IS/MND. Upon approval of the responses to comments, CONSULTANT shall incorporate any needed text revisions to the Public Draft IS/MND and prepare the Final IS/MND. In addition, CONSULTANT shall prepare a Mitigation Monitoring Plan for approval with the MND at the City Council hearing.

1.09D.6 Team Meetings and Public Hearings. CONSULTANT shall attend up to two team meetings with the City, and one public hearing.

Subtask 1.09E Bird Survey

CONSULTANT shall prepare a bird survey within City's Right-of-Way (ROW) in accordance with NEPA, CEQA, and City requirements.

Deliverables:

- PES
- Technical Studies
- Initial Study Checklist
- IS/MND if needed
- Bird Survey

Phase II – Plans, Specification and Estimate (PS&E)

Task 2.01 – 65% Submittal & Easement Exhibits

2.01A – Plans

CONSULTANT shall prepare 65% plans for City staff to review and comment. The following sheets are anticipated:

- Title Sheet
- General Notes, Legend, Abbreviation, Sheet Index
- Typical Sections
- Demolition and Utility Disposition Plan @ 1" = 20' scale
- Street Plans @ 1" = 20' scale
- Retaining Wall Plans @ 1" = 10' scale
- Signing and Striping Plan @ 1" = 40' scale
- Landscaping Plans @ 1" = 20' scale
- Irrigation Plans @ 1" = 20' scale

CONSULTANT shall provide for parkway landscaping and stormwater treatment improvements will be installed on Teller Road and Hillcrest Drive from Lawrence Drive to Mitchell Road.

2.01B Easement Exhibits

CONSULTANT shall prepare easement exhibits for the City to process Permit To Enter and Construct documents. (Up to Ten)

2.01C Draft Specifications

With the City's input, CONSULTANT shall assist in developing the bid documents. The bid items will be developed and incorporated into the bid proposal as part of the City front-end documents. For 65% submittal, CONSULTANT shall prepare draft technical specifications.

2.01D Construction Cost Estimate

CONSULTANT shall prepare an estimate of construction costs using historical cost data including recent bid results, Caltrans cost data and other sources.

2.01E Constructability Review

CONSULTANT shall perform a constructability review by a senior construction engineer prior to submitting the Plans, Specification & Estimate (PS&E) to the City for review.

Deliverables:

- 65% Draft PS&E

Task 2.02 – 95% Submittal

2.02A Review Meeting/Coordination

CONSULTANT shall attend a review meeting with the City staff to discuss the City and Caltrans' comments. CONSULTANT shall prepare a response to comment matrix as part of the 95% submittal. CONSULTANT shall prepare the PS&E incorporating City comments.

2.02B 95% Plans

CONSULTANT shall update the 65% plans and prepare the following sheets:

- Construction Details - Curb Ramps
- Construction Details – Driveway
- Construction Details – Misc.
- Stormwater Treatment Details
- Retaining Wall Details
- Pedestrian Overhead Flashing Beacon Plan
- Landscaping Details and Notes
- Irrigation Details and Notes

An overhead pedestrian flashing beacon shall be designed for the crossing at Corporate Center Drive/Rancho Conejo Boulevard. The facility shall require a controller cabinet and power connection.

2.02C - Specifications

CONSULTANT shall update the draft technical specifications, prepare bid proposal and coordinate front end documents.

2.02D – Construction Cost Estimate

CONSULTANT shall review the estimate of construction cost and update as appropriate.

Deliverables:

95% Submittal PS&E

Task 2.03 – Final Submittal

CONSULTANT shall prepare the final PS&E addressing the City's comments. CONSULTANT shall prepare final sealed unbound bid documents, the estimate of construction costs, and the bid schedule. CONSULTANT shall prepare a cover letter for the transmittal of plans, bid/specification manual, estimate and comment response, and deliver original documents to the City.

Deliverables:

- Final Sealed Plans and AutoCAD Files
- Final Bid Document/Technical Specifications in Microsoft Word
- Final Estimate of Probable Construction Costs

Task 3.01 – Utility Notification and Coordination

CONSULTANT shall notify the utility providers (provided from underground service alert within the project limits) via letter of the impending project and request atlas sheets or record drawings of existing utilities and appurtenances within the project corridor.

Letters shall be issued on City letterhead or by CONSULTANT as appropriate. One week following issuance of the request letters, CONSULTANT shall follow-up with telephone calls to verify that letters were received and to determine when utility atlas information will be provided. CONSULTANT shall map the existing utilities onto base line work and provide reduced-size plans to utility agencies requesting review for conflicts and incorrect mapping of utility atlas information.

CONSULTANT shall coordinate with the agencies to confirm design requirements and approval process. Project plans shall be reviewed to determine potential utility conflicts. For unavoidable utility conflicts, CONSULTANT shall prepare utility relocation notices and project plans highlighting the conflict. CONSULTANT shall work with the affected agency to show the proposed utility relocation on the improvement plans.

Any utility relocation design shall be performed by others. In addition, notices to Utility Owners shall be prepared and sent to relocate their facilities.

CONSULTANT shall prepare required documents for utility clearance issued by Caltrans.

Deliverables:

- Utility Letters
- Utility Matrix
- Caltrans Utility Clearance Form

Task 4.01 – Permits

CONSULTANT shall prepare a Storm Water Pollution Prevention Plan (SWPPP) including temporary water pollution control plans. The project's construction will disturb more than one-acre of soil.

Task 5.01 – Bid Support Services

CONSULTANT shall provide design support services during the bidding phase. CONSULTANT shall assist the City during this phase of the project to respond to all questions brought forth by the bidders (Requests for Information).

CONSULTANT shall prepare contract addenda if necessary, (up to 3 addenda), and an "Issue for Construction" plan set reflecting the addenda items.

CONSULTANT shall attend the pre-bid meeting and the bid opening.

Task 5.02 – Monument Preservation

CONSULTANT shall identify monuments of record within the project limits which require Pre/Post construction corner record preparation. CONSULTANT shall prepare and file 3 pre and 3 post construction corner records (6 Total) with the County of Ventura.

CONSULTANT shall set a minimum of 3 ties for replacing existing property corner monuments. CONSULTANT shall include the preparation of up to 6 corner records and shall include all costs and materials and shall not be limited to setting and/or

replacing monuments, preparation, map checking, and filing fees with the County Surveyor's Office for both pre and post construction phases.

Subtask 5.02A Pre-Construction Surveying Requirements

CONSULTANT shall perform this task prior to the commencement of construction activities.

5.02A – 1.1 Describe the type of survey instrument proposed for the surveying work.

5.02A – 1.2 Research and analyze existing recorded property corner and center monuments and their associated ties within the zone of the project and submit to the City a survey work plan and schedule for approval.

5.02A – 1.3 The preconstruction survey work will set a minimum of three (3) ties for each found existing recorded monument and categorize in the following scenarios:

5.02A – 1.3A Found existing recorded monument that has three (3) ties. – No new ties required.

5.02A – 1.3B Found existing recorded monument that has two (2) ties. – Set one (1) tie.

5.02A – 1.3C Found existing recorded monument that has one (1) tie. – Set two (2) ties

5.02A – 1.3D Found existing recorded monument that has no ties. 0 Set three (3) ties.

5.02A – 1.4 Provide the City with Pre-Construction Corner Record and sketch for each found monument and their associated ties with supporting documents.

5.02A – 1.5 Patch all holes caused by removing asphalt for preconstruction survey activities with cold patch material.

Subtask 5.02B Post-Construction Surveying Requirements

CONSULTANT shall perform this subtask after construction of the project is complete.

5.02B – 2.1 Describe the type of survey instrument proposed for the surveying work.

5.02B – 2.2 Re-establish the monuments and set centerline monuments within the Project as directed by the City.

5.02B – 2.3 Edit the field sketches, where needed, to identify the reestablished monument.

5.02B – 2.4 Provide the City with Post-Construction Corner Records and sketches for each set monument and their associated ties.

5.02B – 2.5 File the Post-Construction Corner Record for each set monument with the County Surveyor Office after City approval.

5.02B – 2.6 Provide the City with copies of all filed Corner Records.

EXHIBIT B
SCHEDULE OF FEES



NEGOTIATED SCHEDULE OF FEES

ENGINEERING

Principal Engineer	\$240
Supervising Engineer.....	195
Senior Project Engineer.....	175
Project Engineer.....	110
Associate Engineer	105
Assistant Engineer.....	100

SURVEYING

Principal Surveyor	\$180
Associate Project Surveyor.....	110
Party Chief (PW).....	145
Chainperson (PW)	135

CONSTRUCTION MANAGEMENT

Principal Construction Manager	\$255
Senior Construction Manager.....	245
Senior Resident Engineer.....	225
Resident Engineer	210
Structure Representative.....	195
Construction Manager	185

TECHNICAL SUPPORT

CADD Manager	\$155
Supervising Technician	135
Senior Technician	125
CADD Technician.....	75

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to an annual escalation increase of 3.0% starting January 1, 2024.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classification will be charged at 1 x hourly rate.