Council Agenda Report

City Council Meeting
08-10-26
Item 1.B.10.

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: July 22, 2026 Meeting date: August 10, 2026

Subject: Professional Services Agreement for On-Call Geotechnical, Coastal Engineering, and Environmental Health Review Consulting Services for Non-Fire Rebuild Projects

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RECOMMENDED ACTION: Authorize the Mayor to execute a professional services agreement with NV5, Inc. to provide geotechnical, coastal engineering, and environmental health review consulting services for non-fire rebuild projects.

FISCAL IMPACT: Funding for these services is generated from fees for geology, geotechnical engineering, coastal engineering, and environmental health plan check services and is included in the Proposed Budget for Fiscal Year 2026-2027 in Account No. 101-2004-5100 (Building Safety Professional Services) and Account No. 101-2010-5100 (Wastewater Management Professional Services).

As part of the Fiscal Year 2026-2027 budget development process, appropriations for Building Safety Professional Services were reduced to align with Citywide fiscal priorities. Accordingly, staff negotiated a scope of services that prioritizes the City's core regulatory review functions while remaining within available appropriations. The proposed agreement focuses on geotechnical, coastal engineering, and environmental health peer review services, including limited public counter support.

To improve cost predictability and budget management, the agreement incorporates fixed-fee compensation for routine plan review services and establishes not-to-exceed amounts for specialized services and public counter support. This approach provides greater certainty regarding annual expenditures while ensuring the City maintains access to qualified technical expertise to support permit processing and development review activities.

Certain administrative, customer service, and program management functions historically provided through consultant support are not included in the proposed agreement and may be addressed through existing staffing resources, salary savings associated with vacant positions, or future Council action, as necessary.

STRATEGIC PLAN IMPLEMENTATION: N/A

DISCUSSION: On December 1, 2025, the City released a Request for Proposals (RFP) for Geotechnical, Coastal Engineering, and Environmental Health Peer Review Services in support of the City's development process. Applicants were required to demonstrate their qualifications, experience, technical expertise, and ability to provide the requested services.

Following a comprehensive evaluation of the proposals, staff invited selected firms to participate in interviews, which were conducted on April 22, 2026. Based on the written proposals and interview presentations, Cotton, Shires and Associates and NV5 were identified as the two most qualified firms. On June 22, 2026, the City Council approved a professional services agreement with Cotton, Shires and Associates while staff continued negotiations with NV5.

Currently, NV5 is under contract with the City to provide geotechnical, coastal engineering, and environmental health review services for Palisades Fire rebuild projects. Because the services contemplated under this agreement will support routine development applications unrelated to fire recovery, a separate professional services agreement is necessary.

Approval of the proposed agreement with NV5 will establish an additional on-call consultant to provide geotechnical, coastal engineering, and environmental health peer review services. Maintaining multiple on-call consultants allows the City to efficiently distribute assignments based on project demands, technical expertise, consultant availability, and workload, while providing flexibility to address workload fluctuations, specialized reviews, and time-sensitive projects. This approach helps ensure continuity of service and timely project review.

Therefore, staff recommends that the City Council authorize the Mayor to execute the attached professional services agreement with NV5, Inc.

ATTACHMENTS: Professional Services Agreement with NV5, Inc.

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and NV5, Inc., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract with Consultant for professional services relating to geotechnical services including Engineering Geology, Geotechnical Engineering, Coastal Engineering, and Environmental Health reviews.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect for a period of two (2) years from said date unless otherwise expressly extended and agreed to by both Parties or terminated by either Party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The total cost of services shall be in an amount not to exceed $400,000 for the term of the Agreement. No additional compensation shall

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be paid for any other costs or expenses incurred, unless first approved by the City Manager, or designee in writing.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last twelve (12) months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be

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relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express, prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit C ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorneys' fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

6.5.1. **Duty to defend.** In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city

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governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of

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the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents 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 the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the 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 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.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.16 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.

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that

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each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	NV5, Inc., a California corporation Jeffrey M. Cooper EVP, Chief Operating Officer 133 Technology Dr., Ste. 200 Irvine, CA 92618 TEL (949) 585-0477

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant’s performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

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6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required

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were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials_____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials_____

Consultant Initials Initial _____

[Signatures on the Following Page]

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This Agreement is executed on _____.

NV5, INC., a California corporation:

By: Signed by: Jeff Cooper C7EAAAEA6C7D4CD... _____
Name: JEFFREY M. COOPER
Title: EVP, Chief Operating Officer

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

Task I: Peer Review

1. Review and evaluate engineering geology and geotechnical engineering reports. Reviews shall be performed with reference to the City's "Guidelines for the Preparation of Engineering Geologic and Geotechnical Engineering Reports & Procedures for Report Submittal". Provide City staff with specific recommendations regarding the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.

2. Review and evaluate coastal engineering reports. Reviews shall be performed with reference to the City's "Guidelines for the Preparation of Coastal Engineering Reports". Provide City staff with recommendations as to the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.

3. Review and evaluate environmental health project submittals in accordance with City requirements. Provide City staff with recommendations as to the acceptability of such reports and provide detailed review comments to bring the report in compliance with City requirements.

4. Project review services shall be completed utilizing the City's adopted plan review software (e.g., Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal departments.

5. Maintain the City's Coastal Engineering Guidelines, as appropriate, to maintain conformance with standards of practice and applicable City and State codes and ordinances. This shall be done with each code cycle in addition to City codes and ordinances.

6. Maintain the City's Geotechnical Guidelines, as appropriate, to maintain conformance with latest state regulations, laws, and acceptable engineering geological and geotechnical engineering practices. This shall be done with each code cycle in addition to City codes and ordinances.

7. Review foundation and grading plans for proposed development projects to ensure compliance with applicable geotechnical recommendations.

8. Review "As-Built" geotechnical engineering and geological reports for adequacy/completeness.

9. Perform conformance reviews and plan check of conventional and alternative onsite wastewater treatment systems (a.k.a., private sewage disposal systems). Evaluate land development projects with respect to compatibility with existing onsite wastewater systems' capacity and layout.

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10. Assist City staff in processing excavation permits for geotechnical consultants to perform subsurface exploration on properties in the City as part of the geotechnical investigation.

11. Peer Review of Environmental Site Assessments and Hazardous Materials Issues.

12. Review geological/geotechnical section of various Environmental Impact Reports (EIR) and Specific Plans for adequacy/completeness as requested by the Planning Department.

13. Furnish assigned personnel with all necessary materials, resources, and training to conduct reviews, including a current copy of applicable City amendments, policies, procedures, and forms.

14. Provide the applicant designee and the City a list of items needing clarification or change to achieve conformance with all State, Federal, and local regulations.

15. Plan approval shall not be recommended to the City until all code compliance issues are resolved to the best of the applicant's knowledge, and all requirements of the City have been satisfied.

16. Receive final review and approval by the City on all Code interpretations.

17. Perform services within ten (10) business days upon receipt notification that a review has been authorized.

Task II: Site Assessment

1. Provide field observation and recommendations as to adequacy/completeness during grading or during other geotechnical aspects of construction projects, as requested by the City. Review field testing procedures being implemented by the developer's geotechnical consultant, as requested by the City.

2. Provide 24-hour on-call emergency response services as necessary to evaluate existing or pending geological hazards (or damages resulting therefrom) to public or private property, including earthquakes, landslides, mud/debris flows, flooding, fires and any other natural hazards. When requested, provide recommendations to the Building Official regarding the necessity for yellow-tagging or red-tagging structures threatened by geological hazards.

General Requirements

1. Maintain one (1) individual as the contact for all communication with the City.

2. Respond to questions or directives from the City within one (1) business day.

3. Hold routine office hours at City Hall. Hours shall be requested in writing by staff.

4. Calculate appropriate review fees based on the City's most current fee schedule.

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5. Accept all documents electronically, including utilization of OnBase (records management system), Development Database (permitting software), and any additional electronic formats accepted by the City.

6. Maintain thorough and accurate recordkeeping.

7. Must have familiarity with Municipal government records and workflow processes.

8. Attend and participate in local and regional meetings on behalf of the City; including locations other than Consultants office and Malibu City Hall.

9. Provide training for City staff, including graphic handout materials.

10. Make presentations to City Council, public, and other agencies as requested by City staff.

11. Professional Conduct: Must maintain professionalism in all interactions with the public, adhere to ethical standards, and follow all applicable laws and procedures.

12. Safety Protocols: Must follow City safety standards to protect consulting staff and the public during field activities.

13. Must have basic knowledge of Municipal government policies and procedures.

14. Provide administrative personnel to support project intake and tracking related to Environmental Health and Geotechnical reviews.

15. Special Projects may include other tasks and duties as assigned by the City Building Official or designee.

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EXHIBIT B
COMPENSATION FOR SERVICES

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

Services performed outside of regular counter hours or beyond standard review activities, such as Professional Services, Laboratory Testing and Geophysical Service Charges listed in the tables below, are not authorized unless approved in writing by the Community Development Director or designee. The Consultant shall submit a scope of work and cost estimate for approval prior to commencing such services.

All rates and fixed fees listed below shall include overhead costs, including, but not limited to salaries, benefits, insurance, workers compensation, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff is promoted, the original rates listed above will still apply.

No travel and mileage is approved with this agreement. However, if required, travel expenses shall be pre-approved by the Community Development Director. Mileage shall be reimbursed at the IRS prevailing rate. City will not reimburse for meals. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or designee.

Budget

Compensation for a 2-Year Term: $400,000
Annual Estimated Budget: $200,000
Services identified in the Professional Services Table and Laboratory Testing and Geophysical Service Charges Table shall be categorized as Geotechnical Review services for budgeting purposes.

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Travel time to and from the City of Malibu.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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Fixed Fee Services:
Fixed Fees shall include one initial planning review and one response review. These fees also include routine administrative tasks and project-related communications. Additional reviews will be performed on a time-and-materials (T&M) basis.

Service Performed	Title	Consultant Rate
Peer Review		
Geotechnical Review:		
Single Family Residence – Complex	Principal Geotechnical Engineer Principal Engineering Geologist Supervising Geotechnical Engineer Supervising Engineering Geologist Senior Geotechnical Engineer Senior Engineering Geologist Staff Engineer Staff Geologist Project Coordinator	$4,060
Single Family Residence – Standard		$2,790
Commercial, Multi-Family, Guest House, Second Unit		$3,810
Swimming Pool, addition, remodel, retaining walls, seawalls, slope repairs		$2,540
Onsite wastewater treatment systems (OWTS), foundation repairs		$1,910
Subdivisions, tract maps		# of lots x $2,790
Lot line adjustments, buildable lot created		$2,790 (std.) or $4,060 (complex)
Plan check review		$890
Time and materials review		$210/hour
As-Built Geotechnical Report Review		$210/hour
Project Coordination	Project Coordinator	$100/hour
Coastal Engineering Review:		
Standard (NSFR, substantial improvements, NOWTS)	Principal Coastal Engineer Senior Coastal Engineer Associate Coastal Engineer Assistant Coastal Engineer Junior Coastal Engineer	$1,563.33
Minor (unsubstantial improvements, remodels, additions)		$725
Complex		$3,127.50
New or Replaced Seawall and OWTS		$1,563.33
Plan Check		$725
Time and materials review		$220/hour
Environmental Health Review:		
Service Performed	Title	Consultant Rate
Non-OWTS Review - Simple	OWTS QA/QC Engineer OWTS Admin OWTS REHS	
Planning Phase		$770
Building Plan Check Phase		$390
OWTS Review - Standard		
Planning Phase		$2,010
Building Plan Check Phase		$1,440
OWTS Review – Complex Commercial		
Planning Phase		$6,500

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Building Plan Check Phase		$3,730
OWTS Review - Reduced Setbacks		$770
OWTS Review – Septic Tank Replacement or Future Dispersal Area		$390
Time and materials review		$210/hour
Counter Hours:		
Geotechnical	Supervising Engineering Geologist Principal Engineering Geologist Principal Geotechnical Engineer	$200/hour
Coastal Engineering	Principal Coastal Engineer Senior Coastal Engineer Associate Coastal Engineer Assistant Coastal Engineer Junior Coastal Engineer	$220/hour $200/hour $180/hour $160/hour $145/hour
Environmental Health	OWTS QA/QC Engineer OWTS REHS	$210/hour $165/hour

Professional Services:
Fees for professional services other than peer review and City services are based on an hourly rate.

Service Performed	Title	Hourly Rate
Engineering Oversight/QA-QC	Senior Principal Engineer	$290
Geology Oversight/QA-QC	Senior Principal Geologist	$290
Geotechnical Engineering Lead	Principal Engineer	$265
Engineering Geology Lead	Principal Geologist	$265
Geotechnical Investigations Civil Design/PS&E/Survey	Supervising Geotechnical Engineer	$230
Geotechnical Support/Analysis	Senior Engineer	$205
As-needed in-house testing	Senior Lab Technician	$265
Admin/Project Coordination	Project Coordinator	($100 or half of geo hourly rate)
Misc. Construction Observation & Testing (all departments)	Senior Field Technician	$170 (prevailing wage)*
PW Construction Observation (Engineer)	Supervising Geotechnical Engineer	$230
Miscellaneous projects	Principal Engineer/Geologist	$265
Miscellaneous projects	Supervising Engineer/Geologist	$230
Miscellaneous projects	Senior Engineer/Geologist	$205
Miscellaneous projects	Senior Staff Engineer/Geologist	$170
Miscellaneous projects	Staff Engineer/Geologist	$185
Service Performed	Title	Hourly Rate
Miscellaneous projects	CAD/Tech. Illustrating/Drafting	$140
Miscellaneous projects	GIS Specialist	$170
Miscellaneous projects	Principal Coastal Engineer	$300
Miscellaneous projects	Senior Coastal Engineer	$200
Miscellaneous projects	Associate Coastal Engineer	$180
Miscellaneous projects	Assistant Coastal Engineer	$160
Miscellaneous projects	Junior Coastal Engineer	$145
Miscellaneous projects	OWTS QA/QC Engineer	$210

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Miscellaneous projects	OWTS REHS	$165
Miscellaneous projects	OWTS Admin	$110
Env/Haz Waste Assessment/Remediation	Senior Principal Project Manager Principal Senior Consultant III Senior Consultant II Senior Consultant I Staff III Staff II Staff I Associate III Associate II Associate I Specialist III Specialist II Specialist I CADD/Technical Project Analyst	$290 $250 $240 $235 $225 $220 $190 $180 $170 $160 $150 $140 $130 $120 $115 $110 $100
Emergency Response	Senior/Principal/Sr. Principal	$300
Planning Commission Hearing Attendance	Senior/Principal/Sr. Principal	$300
City Council Meeting Attendance		
Consultation to Legal	Senior/Principal/Sr. Principal	$300
Judicial Proceedings	Principal/Sr. Principal	$4,995 / day
Expert / Witness Testimony	Principal/Sr. Principal	$4,995 / day
Depositions (Expert Witness)	Principal/Sr. Principal	$625 / hour
Depositions (Percipient Witness)	Supervising/Principal	$300 / hour

***Prevailing Wage, Straight Time*

Laboratory Testing and Geophysical Service Charges:
Laboratory testing and geophysical services shall be charged on a time-and-materials (T&M) basis. Laboratory samples shall be stored for 60 days after the date of final report submittal, unless special arrangements are made for longer storage.

Equipment and Supply:

	Rate
Inclinometer System	$250 / day
Piezometer Data Acquisition System	$130 / day
Drone System	$250 / day
Total Station Surveying Equipment	$375 / day
GPS/ Reflectorless Surveying Equipment	$485 / day
Nuclear Moisture/ Unit Weight Gauge	$185 / day
Rope Climbing Safety Equipment	$310 / day
Multi-Channel Seismograph or ReMi System	$370 / day

All rates listed above shall include overhead costs including, but not limited to: salaries, benefits, insurance, office expenses, mileage, and courier service. If staff substitutions are necessary, or if staff are promoted, the original rates listed above will still apply.

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EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

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Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the 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 canceled 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 payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and 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 its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the

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responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

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Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.