

ITEM 9
Attachment D

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

(City of Calabasas/ **Kier & Wright Civil Engineers & Surveyors, Inc.**)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **construction support services for the Lost Hills/US 101 Interchange Improvement Project. This support will include attendance at construction Meetings, on-call engineering support services during the construction period, geotechnical inspections, review of material and methods submittals from the contractor, response to requests for information and preparation of as-build drawings.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s **February 26, 2015** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s **February 26, 2015** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **April 1, 2015.**
- 3.4 “Expiration Date”: **March 31, 2017.**

4. TERM

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

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred Fifty Thousand Dollars (\$150,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Peter M. Bernard** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

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

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

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

11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

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

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Robert Yalda, P.E., T.E.**
Public Works Director/City Engineer
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Kier & Wright
Civil Engineers & Surveyors, Inc.
3639 Harbor Blvd., Suite 202
Ventura, CA 93001
Attn: **Peter M. Bernard, P.E.**
Telephone: (805) 620-0645
Facsimile: (805) 620-0434

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

- 17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

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

writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

“City”
City of Calabasas

“Consultant”
Kier & Wright Civil Engineers & Surveyors, Inc.

By: _____
David J. Shapiro, Mayor

By: _____
Tony McCants, President

Date: _____

Date: _____

By: _____
Peter M. Bernard, P.E., Senior Civil Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

February 26, 2015

Mr. Robert Yalda
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302-3172

RE: **Lost Hills Road Interchange
Construction Support Services**

Dear Robert,

Kier & Wright is excited about the opportunity to assist the City during the construction phase of the Lost Hills Road Interchange project by providing support services. We have assembled the team of subconsultants that previously provided the design services on the project so as to create a seamless transition of engineering knowledge from the design phase to the construction phase. We look forward to working with you and the Construction Management team at Parsons to see the project through this most exciting phase.

As coordinated with Parsons, we propose the tasks and scope of work listed below. The expected level of effort for each task is provided based on communication with Parsons and the level of effort expected to assist them with the construction administration.

1. Attend Pre-Construction meeting. It is assumed that Kier & Wright will attend representing the design team and that attendance by subconsultants is not required. 2 staff up to 4 hours.
2. 4-scale drawing of the new bridge with proposed contours. Deliverable will be two full-size plots delivered to the construction trailer. Up to 6 hours.
3. Inspection of the subgrade conditions at the bottom of the spread footing excavations for the new bridge by an engineering geologist at Ninyo & Moore. The effort will include data compilation and engineering analysis as needed. It is assumed that four (4) visits to the site will be required for this task. The deliverable will be a preparation of a letter report presenting the results of findings regarding the subgrade conditions of the proposed bridge footings and construction recommendations, as appropriate.
4. Attend as-needed weekly meetings during construction. Attendance at meetings will only be as requested by the City of Calabasas or Parsons. The following assumptions are made regarding the number of meetings to be attended by the Construction Support team:
 - Kier & Wright – 6 meetings (Up to 3 hours)
 - TY Lin – 2 meetings (Up to 5 hours)
 - Ninyo & Moore – 1 meeting (Up to 5 hours)
 - DKS Associates – 1 meeting (Up to 5 hours)
 - Tatsumi & Partners – 2 meetings (Up to 5 hours)



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

Attendance at meetings over and above what is described above will require prior authorization from the City of Calabasas. Attendance at the meetings above includes 1 hour of meeting time and travel time to and from the meetings.

5. Kier & Wright will review Contractor's submittals including shop drawings, product data and samples, and make recommendations about these submittals to Parsons. Kier & Wright will review the Contractor's submittals for conformance with the design and the scope of the project and for compliance with the Contract Documents. Up to 200 hours.
6. Respond to requests for information from the Contractor and its subcontractors at the request of Parsons with respect to the Contract Documents. Up to 200 hours.
7. Prepare Delta Revisions as requested by Parsons. Up to 200 hours.
8. Kier & Wright will prepare as-built drawings of the improvements based on as-built redlines as provided by the Contractor and Inspector at the completion of work. It is expected that Contractor and Inspector redlines will be minimal and that changes to the design will have been previously addressed by Item 7 above. As such, the work is expected to be mostly administrative in adding as-built stamps to each plan sheet and that no major drafting efforts will be required. PDFs of as-built drawings will be provided along with electronic copies of the final drawing files. The scope of work for this task is based on an assumed number of two hundred and twenty hours (220) for incorporation of Contractor and Inspector redlines; or approximately one-half hour (0.5) per sheet.

We propose to perform the above scope of work for a total cost of **\$150,000**. Services will be provided on a Time & Materials basis. The City of Calabasas will be notified as we reach 50%, 75%, 90%, and 100% of the budget. Hourly rate sheets are provided for Kier & Wright as well as for the team of subconsultants. The hourly rate sheets will remain in effect for the duration of the contract. Should construction extend beyond the 22-month period, Kier & Wright reserves the right to adjust the hourly rates upon notification to the City of Calabasas. Subconsultant fees will be billed to the City with a 10% markup for Kier & Wright. The following provides the expected breakdown of fees by consultant:

Kier & Wright	\$ 84,419
DKS Associates	\$ 10,505
Ninyo & Moore	\$ 10,500
Tatsumi & Partners	\$ 10,876
<u>TY Lin International</u>	<u>\$ 33,700</u>
Total	\$ 150,000

Proposal Assumptions:

1. Geotechnical services are not subject to prevailing wage requirements. Professional geologists and engineers will be providing the consulting services.
2. Kier & Wright will not be responsible for construction observation and inspection. As such, Kier & Wright is only responsible for drafting changes onto as-built plans based on what is provided to Kier & Wright at the completion of the project.
3. All written correspondence and deliverables will be provided by email and in PDF format (including delta revisions to the plans), respectively.
4. The fee summary provided above includes direct and reimbursable expenses. Reimbursable expenses will be billed with a markup of 10%.



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

This proposal excludes the following:

1. Geotechnical materials and testing services for the project including as-graded geological inspections.
2. Permit acquisition
3. As-built survey
4. Construction management and inspection
5. Construction survey
6. Coordination with regulatory agencies.
7. Utility coordination.
8. Supplemental Mandatory or Advisory Fact Sheet preparation
9. Design or plan changes due to errors or omissions in the Design Phase.

Thank you for considering Kier & Wright for this project. If you have any questions or if we can be of further service to you on this or any other project, please do not hesitate to give us a call.

Sincerely,
KIER & WRIGHT

Peter M. Bernard, P.E.

Att.



EXHIBIT B
APPROVED FEE SCHEDULE



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

HOURLY RATE SCHEDULE

Effective March 11, 2015 through March 10, 2017

PRINCIPAL	\$ 212.00/Hour
PRINCIPAL ENGINEER	\$ 192.00/Hour
SENIOR ENGINEER	\$ 173.00/Hour
OFFICE ENGINEER	\$ 155.00/Hour
SENIOR SURVEYOR	\$ 173.00/Hour
SURVEY SUPERVISOR	\$ 173.00/Hour
OFFICE SURVEYOR	\$ 155.00/Hour
SURVEY COORDINATOR	\$ 148.00/Hour
ENGINEERING TECH	\$ 133.00/Hour
SURVEY TECH	\$ 133.00/Hour
SENIOR DRAFTSPERSON	\$ 108.00/Hour
DRAFTSPERSON	\$ 103.00/Hour
1-PERSON SURVEY CREW	\$ 148.00/Hour
2-PERSONS SURVEY CREW	\$ 265.00/Hour
3-PERSONS SURVEY CREW	\$ 337.00/Hour
TESTIMONY (TRIAL OR DEPOSITION)	\$ 414.00/Hour
ENGINEERING COORDINATOR	\$ 70.00/Hour
ENGINEERING INTERN	\$ 44.00/Hour

 **Time spent for preparation for testimony will be billed in accordance with the above hourly rates.**



Fee Schedule

Effective January 1, 2015 through December 31, 2015

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 24	\$ 170.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 25	175.00	Tech Level B	40.00
Grade 3	65.00	Grade 26	180.00	Tech Level C	45.00
Grade 4	70.00	Grade 27	185.00	Tech Level D	50.00
Grade 5	75.00	Grade 28	190.00	Tech Level E	55.00
Grade 6	80.00	Grade 29	195.00	Tech Level F	60.00
Grade 7	85.00	Grade 30	200.00	Tech Level G	65.00
Grade 8	90.00	Grade 31	205.00	Tech Level H	70.00
Grade 9	95.00	Grade 32	210.00	Tech Level I	75.00
Grade 10	100.00	Grade 33	215.00	Tech Level J	80.00
Grade 11	105.00	Grade 34	220.00	Tech Level K	85.00
Grade 12	110.00	Grade 35	225.00	Tech Level L	90.00
Grade 13	115.00	Grade 36	230.00	Tech Level M	95.00
Grade 14	120.00	Grade 37	235.00	Tech Level N	100.00
Grade 15	125.00	Grade 38	240.00	Tech Level O	105.00
Grade 16	130.00	Grade 39	245.00	Tech Level P	110.00
Grade 17	135.00	Grade 40	250.00	Tech Level Q	115.00
Grade 18	140.00	Grade 41	255.00	Tech Level R	120.00
Grade 19	145.00	Grade 42	260.00	Tech Level S	125.00
Grade 20	150.00	Grade 43	265.00	Tech Level T	130.00
Grade 21	155.00	Grade 44	270.00	Tech Level U	135.00
Grade 22	160.00	Grade 45	275.00	Tech Level V	140.00
Grade 23	165.00				

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Expert witness charges are available on request.



Expert Witness and Deposition Fee Schedule

Effective January 1, 2015 through December 31, 2015

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 60.00	Grade 24	\$ 235.00	Tech Level A	\$ 40.00
Grade 2	65.00	Grade 25	240.00	Tech Level B	45.00
Grade 3	70.00	Grade 26	245.00	Tech Level C	50.00
Grade 4	75.00	Grade 27	250.00	Tech Level D	55.00
Grade 5	80.00	Grade 28	255.00	Tech Level E	60.00
Grade 6	85.00	Grade 29	260.00	Tech Level F	65.00
Grade 7	115.00	Grade 30	265.00	Tech Level G	70.00
Grade 8	125.00	Grade 31	270.00	Tech Level H	75.00
Grade 9	130.00	Grade 32	280.00	Tech Level I	80.00
Grade 10	135.00	Grade 33	290.00	Tech Level J	85.00
Grade 11	140.00	Grade 34	300.00	Tech Level K	90.00
Grade 12	145.00	Grade 35	310.00	Tech Level L	95.00
Grade 13	150.00	Grade 36	320.00	Tech Level M	100.00
Grade 14	155.00	Grade 37	330.00	Tech Level N	105.00
Grade 15	160.00	Grade 38	340.00	Tech Level O	110.00
Grade 16	165.00	Grade 39	350.00	Tech Level P	115.00
Grade 17	175.00	Grade 40	360.00	Tech Level Q	120.00
Grade 18	185.00	Grade 41	370.00	Tech Level R	125.00
Grade 19	195.00	Grade 42	380.00	Tech Level S	130.00
Grade 20	215.00	Grade 43	390.00	Tech Level T	135.00
Grade 21	220.00	Grade 44	400.00	Tech Level U	140.00
Grade 22	225.00	Grade 45	410.00	Tech Level V	145.00
Grade 23	230.00				

- Project expenses will be billed at *cost plus 15 percent* for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist	\$ 168
Senior Engineer/Geologist/Environmental Scientist.....	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist	\$ 160
Project Engineer/Geologist/Environmental Scientist.....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 141
Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
GIS Analyst	\$ 114
Field Operations Manager	\$ 104
Supervisory Technician*	\$ 95
Nondestructive Examination Technician*, UT, MT, LP	\$ 95
Senior Field/Laboratory Technician*	\$ 87
Field/Laboratory Technician*	\$ 87
ACI Concrete Technician*	\$ 87
Concrete/Asphalt Batch Plant Inspector*	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*	\$ 87
Technical Illustrator/CAD Operator.....	\$ 86
Geotechnical/Environmental/Laboratory Assistant	\$ 73
Information Specialist.....	\$ 73
Data Processing, Technical Editing, or Reproduction.....	\$ 64

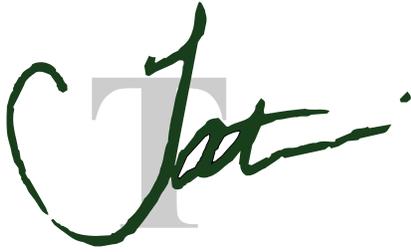
OTHER CHARGES

Concrete Coring Equipment (includes one technician)	\$ 160 /hr
PID/FID Usage.....	\$ 140 /day
Anchor load test equipment (includes technician)	\$ 97 /hr
Hand Auger Equipment	\$ 65 /day
Inclinometer Usage	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day)	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 15 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.



TATSUMI

-
AND

FOR TATSUMI AND PARTNERS, INC.
HOURLY BILLING RATES FOR 2015-2016

-
PARTNERS, INC.

LANDSCAPE ARCHITECTURE

-
PLANNING

-
URBAN DESIGN

49 Discovery

Suite 120

Irvine

California 92618

Classification	Billing Rates	
	Year 2015	Year 2016
Sr. Principal	\$264	\$264
Sr. Associate	\$145	\$151
Associate	\$131	\$136
Sr. Technical Staff	\$112	\$117
Technical Staff III	\$103	\$108
Technical Staff II	\$93	\$98
Technical Staff I	\$76	\$83

Telephone:
(949) 453-9901

Facsimile:
(949) 453-9902

E-Mail:
david@tatsumiandpartners.com

David H. Tatsumi, ASLA
Calif. No. 2033

ENGINEERING

Principal Engineer	\$265.00
Supervising Engineer	\$220.00
Senior Engineer II	\$195.00
Senior Engineer I.....	\$170.00
Engineer II.....	\$155.00
Engineer I.....	\$143.00
Assistant Engineer	\$135.00
Civil Engineer.....	\$123.00
Design Technician III.....	\$150.00
Design Technician II.....	\$125.00
Design Technician I	\$85.00

ARCHITECTURAL

Senior Architect.....	\$205.00
Architect II	\$155.00
Architect I.....	\$123.00

CONSTRUCTION

Principal Construction Engineer	\$260.00
Senior Construction Engineer II.....	\$190.00
Senior Construction Engineer I.....	\$165.00
Construction Engineer	\$145.00
Assistant Construction Engineer/Inspector.....	\$123.00

Vehicle Mileage.....\$0.60/mile

Construction Engineers/Inspectors are provided with trucks equipped with rotating amber safety beacons and toolboxes containing the necessary hand tools required during construction inspections. Specialty equipment, if required, may be billed separately.

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other expenses such as special consultants or purchased outside services will be billed at cost plus 10 percent.

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this ___ day of _____, 20__.

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE
CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)