



CITY of CALABASAS

**ITEM 3 ATTACHMENT A
PROFESSIONAL SERVICES AGREEMENT**

CONTRACT SUMMARY

Name of Contractor:	Fuscoe Engineering, Inc.
City Department in charge of Contract:	Department of Public Works
Contact Person for City Department:	Benjamin Chan
Period of Performance for Contract:	August 1, 2020 – July 31, 2022 – a two (2) year term
Not to Exceed Amount of Contract:	\$230,000 (Two Hundred Thirty Thousand Dollars)
Scope of Work for Contract:	On-Call Professional Civil Engineering, Construction Management, and Inspection Services for CIP and Recoverable Projects, including Old Town Sidewalk Design.

Insurance Requirements for Contract:

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

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

X yes no - Is Auto insurance required in this contract?

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

X yes no - Is Professional insurance required in this contract?

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

Professional Errors and Omissions Insurance

X yes no - Is Workers Comprehensive insurance required in this contract?

As required and in compliance by the State of California and the California Labor Board.

Proper documentation is required and must be attached.

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
(City of Calabasas/ Fuscoe Engineering, Inc.)**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Fuscoe Engineering, Inc., a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: On-Call Professional Civil Engineering, Construction Management and Inspection Services for CIP and Recoverable Projects, including Old Town Sidewalk Design.
- 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 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such professional services as are set forth in Consultant’s proposal to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date” : August 1, 2020.
- 3.4 “Expiration Date”: June 31, 2022.

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.

Initials: (City) _____ (Contractor) _____

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 Two Hundred Thirty Thousand Dollars (\$230,000) 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. Mr. Andrew Willrodt, PE., shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to

the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys’ fees due to counsel of City’s choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the

performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.' If any class of employees engaged in work under this contract at the site of the Project is not protected under any Worker's Compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor shall indemnify and hold harmless City for any damage resulting from failure of either Contractor or any subcontractor to take out or maintain such insurance.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Department of Public Works
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Fusco Engineering, Inc.
600 Wilshire Blvd, Suite 1470
Los Angeles, CA 90017
Attn: Mr. Andrew Willrodt, P.E.
Telephone: (213) 988-8802
Facsimile: (213) 988-8803

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§

1777.1 or 1777.7 of the Labor Code.

19. PREVAILING WAGES

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

19.2 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

19.2.2 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”
Fusco Engineering, Inc.**

By: _____
Ray Taylor, Interim City Manager

By: _____
Andrew Willrodt, P.E./Principal

Date: _____

Date: _____

By: _____
Robert Yalda, P.E., T.E.
Public Works Director/City Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

**EXHIBIT A
SCOPE OF WORK**

EXHIBIT A

Fuscoe Work Order #2

Scope of Services & Fee Proposal

City of Calabasas

Rondell Street Park & Ride – 3rd Party Agency Review Services

January 3, 2019
R1 October 22, 2019

1.0 PROJECT DESCRIPTION

The proposed Rondell Street Park & Ride Project entails the new construction of a new city park & ride facility adjacent to a new three-story Rondell Oasis Hotel project. The proximate 1.8-acre property entails the construction of a new surface parking lot facility with thru-site circulations (to support future off-site destinations to the north and east of project limits), retaining walls, landscaping, trail head accommodations, a new debris catchment basin facility and anticipated overhead/subsurface utility relocations.

2.0 PURPOSE OF SERVICES

Fuscoe Engineering will provide engineering services in support of the City of Calabasas. Obligation to review project permit plans and reports associated with the project related site improvements. These services are intended as a continuation of similar services provided on the same project as in 2017 & 2018.

3.0 ENGINEERING SERVICES

Task 1. General On-Call Project Meetings, Hearings & Related Correspondence

As directed by the city staff, Consultant as requested to attend project meeting and hearing events. Also, from time to time Consultant may need to conduct (in the city's absence) project meeting events, overall charge and responsibility to review, advise and otherwise direct project permittee in seeking city permit approvals.

Hourly (*Estimate) \$4,000

Task 2. General On-Call Permit Document Review/Check

As directed by the City staff, Consultant to perform technical document review of project related reports (i.e. hydrology/hydraulic, LID, SWPPP & Soils), plans, specifications, and calculations. Reports for compliance with the City (or other agency) design/permit

**Scope of Services & Fee Proposal
City of Calabasas**

Rondell Street Park & Ride – 3rd Party Agency Review Services January 3, 2019 (R1 10. 22.2019)

requirements. Task includes gathering and compiling review comments into cohesive review memo for applicant actions.

Hourly (*Estimate) \$26,000

Task 3. General On-Call Site Inspection & Report Preparations

As directed by the City staff, Consultant to perform site walk and perform site observations and inspections related to Consultant’s civil technical competencies. Task includes post site visit reports and consultations.

Hourly (*Estimate) \$25,000

Task 4. General On-Call Code Research & Verification

Consultant is to perform code research & code requirement verification of pertinent/governing various agency/municipal requirements.

Hourly (*Estimate) \$5,000

Task 5. Other Unspecified On-Call Services

Consultant to perform other unspecified “design review” services as directed by the City.

Hourly (*Estimate) \$59,000

Task X999. Reimbursable Expenses

Consultant to be reimburse for direct project related expenses (e.g. external reprographics/plotting, mileage, couriers, tolls/parking).

Hourly (*Estimate) \$1,000

TOTAL FEE PROPOSAL \$120,000

***Not to exceed without prior authorization**

SCOPE OF WORK FOR OLD TOWN SIDEWALK DESIGN

Base Map of Existing

It is critical for the Project's success the design team start with an accurate reliable detailed understanding of existing conditions. Through the preparation of the base map deliverable including ROW delineation/topographic survey/utility recon prepared by Fuscoe, the team will obtain a full picture of the existing conditions including an accurate depiction of existing street right-of-way limits, surface features (e.g. newly requested digalert markings, private building/yard edges, street curbs, pavement grades, trees, overhead wires, signage and lighting) and sub surface utility based on record plan content. The mapping will be developed using a combination of conventional fields survey crews and as warranted aerial drone mounted camera optical scanning. This survey CADD file product will serve as the Project's existing built environment basis and shall be relied upon; and so that any proposed project improvements will be measured against this precise digital content.

Scope Risks: No subsurface utility potholing is proposed. This risk is reasonable based on understanding proposed work scope entails shallow flat work for most part with occasional somewhat deeper footings for hitching post elements.

Deliverable: Initial Survey & Base Map CADD file of Existing.

Base Map of Proposed

Once the base map of existing conditions is finalized, Fuscoe, as the civil engineer, will then prepare a CADD base map of proposed linework for curbing, ramps, sidewalks all of which reconciled to existing conditions base map geometries to the survey content. This combined survey with the reconciled proposed hardscape line work would serve as the project's base map. Base map file ownership and future changes would lie with the stewardship of Fuscoe.

Scope Risks: Intended Work limits are not practical based on unintended resulting aesthetics and/or drainage conditions; or even the evolving work limits are not clearly understood and defined by both stakeholders and designers to ensure community has clear take-away understanding of project outcomes.

Deliverable: Initial Base Map of Proposed for 60% Milestone.

Curb Ramps, Curb Extensions

Fuscoe will lead the refined design effort to properly layout and grade-out the Project's various proposed new curb-ramp replacements and possible curb (bulb-out) extensions at locations identified in their plan review and feedback. specified by the City. The Fuscoe team's landscape

designer will also offer enhanced pavement acumen into these new sidewalk/curb ramp elements. This task will also include incorporating any available feedback from the City's Landscape consultant in relation to the landscape planting ambitions of the City.

Scope Risks: Mild risks associated with landscape coordinations.

Deliverable: Civil Sidewalk Improvement Plans for 60%, 100% & Final PS&E Milestones

Poor Drainage Area Remedies

Fusco will lead the effort to identify existing poor drainage areas based on observed topo survey content, visual observations and historical performance feedback from City maintenance staff. Early identification of these areas is key so that the 60% design deliverables can provide design solutions to resolve or at least mitigate the poor performance areas. The Project objective would be to restore all existing drainage functions currently active in the Project work area.

Scope Risks: Mild risks that designer does not thoroughly assess or flag these areas.

Deliverable: Civil Sidewalk Improvement Plans for 60%, 100 & Final PS&E Milestones

EXHIBIT B
APPROVED FEE SCHEDULE

2020 RATE SCHEDULE FOR ON-CALL SERVICES

CLASSIFICATION	HOURLY RATE
Principal / Sr. Project Manager	\$230
Project Manager	\$198
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$178
Designer / Engineer / Project Scientist / GIS Analyst	\$159
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$129
Information Coordinator	\$90
1-Man Survey Crew	\$206
5-Man Survey Crew	\$299
3-Man Survey Crew	\$412

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and Client approved subcontractor services will be billed in addition to the above rates, with a 10% handling surcharge.
2. This rate schedule is subject to change due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

APPROVED FEE SCHEDULE FOR OLD TOWN SIDEWALK DESIGN PROJECT

		Fuscoe - Survey & Civil Engineering								MIG/AHBE	Candela	
		Fuscoe Fee Total	Principal \$230	PM/TM \$198	Sr. Engineer \$178	Engineer / GIS Coord. \$159	CADD /GIS Tech \$129	Info Coord / Admin \$90	2-Man Crew \$299	Landscape Subconsultant \$175	Electrical Subconsultant \$175	
PROJECT TOTALS		98361	98361	24	172	70	269	28	36	20	44	36
Task 1. Analysis of Existing Conditions & Base Map Preparation		24584	24584	6	23	26	36	28		20	0	0
1.1	Team Kick-Off Mtg & Site Walk	1284	1284	3	3							
1.2	Site Topo & ROW Boundary Survey/Base Map	11888	11888		8	4		28		20		
1.3	Base Plan Prep (utility base & boundary)	5992	5992		2	10	24					
1.4	Utility Recon & Identifications	3016	3016		2	4	12					
1.5	Analysis & Report of Existing Conditions	3698	3698	3	8	8						
Task 2. 60% Construction Drawings		41409	41409	9	45	30	92	0	16	0	36	28
2.1	Prepare 60% complete Civil Design Package including establishing work limits & grading for sidewalk, curb extensions curb ramps & adjacencies.	21626	21626		14	18	50				20	24
2.2	Existing Overhead Utilities Flagged & Game Planned for	1388	1388		2	2	4					
2.3	Define Franchise Utility Purveyor Approval Needs & Initiate Process	2446	2446		4		6					4
2.4	Existing Drainage Impact Assessment	2102	2102		4	2	6					
2.5	Identify & Design Drainage Infrastructure Improvements	2102	2102		4	2	6					

*Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Fusco Engineering, Inc.*

2.6	Draft Specification Outline Sections	2232	2232		4				16			
2.7	Community Outreach Mtgs (Assume 2)	3852	3852	9	9							
2.8	Community Outreach Exhibit Prep	7840	7840		4	6	20				16	
Task 3. 90% Construction Drawings		13471	13471	0	22	6	44	0	4	0	4	4
3.1	Progress to 90% complete Civil Design Package	8344	8344		14	2	24				4	4
3.2	Final Draft Specification Sections	1152	1152		4				4			
3.3	Construction Cost Estimate	2660	2660		2	2	12					
3.4	Secure Franchise Utility Purveyor Approvals	2024	2024		2	2	8					
Task 4. 100% Design Package		15882	15882	9	29	8	38	0	16	0	0	0
4.1	Progress to 100% complete Civil Design Package	8928	8928		14	6	32					
4.2	Refresh & Update Construction Cost Estimate	1706	1706		2	2	6					
4.3	Final Draft Specification Sections	2232	2232		4				16			
4.4	City Planning Commission & City Council Meeting (2 events total)	3852	3852	9	9							
Task 5. Bid Documents (Final PS&E Package)		3015	3015	0	8	0	10	0	0	0	0	0
5.1	Prepare final PS&E package (Plans, specs & Estimate)	1032	1032		2		4					
5.2	Pre-Bid Mtg	792	792		4							
5.3	Bid Related RFI's	1350	1350		2		6					

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Task 6. CA - Construction Support (OPTIONAL In Part or Whole)		17196	17196	0	45	0	49	0	0	0	4	4
6.1	Preconstruction Meeting	1071	1071		3		3					
6.2	Construction Phase Site Visits (Assume 10 visits)	8230	8230		30		10				2	2
6.3	Construction Phase RFIs & Submittals	5068	5068		6		20				2	2
6.4	Punch List Walk	1428	1428		4		4					
6.5	Record Plans	2304	2304		2		12					
Supplemental Taskwork (OPTIONAL In Part or Whole)		1831	1831	2	5	0	3	0	0	0	0	0
7.1	Additional Meetings (Before Construction Start)	856	856	2	2							
7.2	Additional Site Visits/Meetings (During Construction)	1071	1071		3		3					
Allowance for Reimbursables												-
	Couriers (0.25%):	\$	246									-
	Parking/Tolls (0.25%):	\$	246									
	Reprographics (2%):	\$	1,967									
	Misc. Expenses (1%):	\$	984									
Reimbursable Expenses Total:		\$	3,443									

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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)