



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:	Tatiana Holden Anna Hartounianmishehparaei
Period of Performance for Contract:	JAN. 15, 2022 - JAN. 14 2023 - One (1) year term
Not to Exceed Amount of Contract:	\$188,830.00 (One Hundred Eighty-Eight Thousand Eight Hundred Thirty)
Scope of Work for Contract:	On-Call Engineering Services Which Includes Construction Phase Support, Construction Management & Public Relations Services for The Old Town Calabasas Sidewalk Replacement Project and As Needed Basis in Construction Support, Design and Management of CIP Projects

Insurance Requirements for Contract:

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

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

yes no - Is Auto insurance required in this contract?

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

yes no - Is Professional insurance required in this contract?

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

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

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

Other:

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

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

(City of Calabasas/ *Fusco Engineering Inc.*)

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”).

RECITALS

City has determined that it requires the following professional services from a consultant: **On-Call Engineering Services Which Includes Construction Phase Support, Construction Management & Public Relations Services for The Old Town Calabasas Sidewalk Replacement Project and As Needed Basis in Construction Support, Design and Management of CIP Projects.**

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:

DEFINITIONS

“Scope of Services”: Such professional services as are set forth in Consultant’s *November 4th, 2021* proposal to City attached hereto as Attachment A and incorporated herein by this reference.

“Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *October 22nd, 2021* fee schedule to City attached hereto as Attachment B and incorporated herein by this reference.

“Commencement Date”: **January 15, 2022.**

“Expiration Date”: **January 14, 2023.**

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.

CONSULTANT’S SERVICES

Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred Eighty-Eight Thousand Eight Hundred Thirty Dollars (\$188,830.00)** unless specifically approved in advance and in writing by City.

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.*).

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.

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. **Andrew Willrodt** 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.

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.

COMPENSATION

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.

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.

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.

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.

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.

OWNERSHIP OF WRITTEN PRODUCTS

Initials: (City) _____ (Contractor) _____

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.

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.

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.

INDEMNIFICATION

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.

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.

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.

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.

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.

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.

INSURANCE

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:

[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the City's Risk Manager.]

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.

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.

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.

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

Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

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.

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.

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).

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.

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.

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.

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.

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.

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.

MUTUAL COOPERATION

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.

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.

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.

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.

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: **Tatiana Holden**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Fuscoe 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:

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

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.

TERMINATION

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.

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.

GENERAL PROVISIONS

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.

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.

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).

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.

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.

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.

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.

This Agreement shall be governed and construed in accordance with the laws of the State of California.

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.

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.

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

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:

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.

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.

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.

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:

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”
Name of Company or Individual

By: _____
Mary Sue Maurer, Mayor

By: _____
Andrew Willrodt, PE, Principle

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager

Date: _____

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

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

By: _____
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
City Attorney

Date: _____

Attachment A
SCOPE OF WORK & PROPOSED FEE SCHEDULE

City of Calabasas

Old Town Calabasas Road Sidewalk Replacement – CPS/CM/PR

November 4, 2021

1.0 PROJECT DESCRIPTION

At the request of the City Calabasas, Public works Department, the following proposal for professional services is made to Part of an existing contract for the Old Town Calabasas Road Sidewalk Replacement Project. These new services are intended to extend the Fuscoe Engineering Inc. role to include technical support for landscape/irrigation and civil related design during construction as well Construction Management services with a Public Relations scope component.

2.0 PURPOSE OF SERVICES

These proposed additional services include Construction Phase Support (CPS) for both Landscape/Irrigation & Civil trades, Construction Management (CM) and Public Relations (PR) services during the construction phase of the Project.

3.0 ENGINEERING SERVICES

Key Assumption: The proposal assumes a 5-month +/- construction duration plus 1 month of post-construction support.

Construction Support Services (CPS) – Landscape/Irrigation

As part of the Project's construction phased activities and through the engagement of MIG Design (i.e., the Landscape Architect & Irrigation Designer), Consultant to provide contraction phase support services in the form of occasional site visits, review of project RFI's and/or product submittals).

Fee basis assumes a budget of 12 hours of RFI & product submittal reviews and some 15 hours of site visits.

The fee herein includes a 10% fee markup above the actual sub consultant costs so to manage and effectively procure these services.

Construction Support Services (CPS) – Civil

As part of the Project's construction phased activities, Consultant to provide construction phase support services in the form of occasional site visits, review of project RFI's and/or product submittals).

Fee basis assumes a budget of 20 hours of RFI & product submittal reviews and some zero hours of site visits.

Weekly Meeting & Reporting

As part of the Project's construction phased activities, Consultant to attend and enforce weekly construction status meetings onsite chaired by the GC. Task includes travel time, meeting attendance time and an allotment of time for meeting follow up and related correspondence.

Fee basis assumes a budget of 3 +/- hours per week for 24 weeks.

CM – On Call Site Observations

As part of the Project's construction phased activities, Consultant to provide on-call site visits (outside weekly job site meeting) to observe and assess construction progress. Task includes travel time, site visit time and time to prepare site inspection report. Each visit shall generate site inspection form to track site observations and document directives given to GC and their subcontractors.

Fee basis assumes a budget of 4 +/- hours per week for 24 weeks while recognizing some weeks will be more intense than others.

CM – On Call Document Reviews/Approvals

As part of the Project's construction phased activities, Consultant to provide on-call review and/or approvals for construction management related documents (e.g., contractor change orders, GC monthly billing statements and manage/distribute project RFI's and/or product submittals).

Fee basis assumes a budget of 1.5 +/- hours per week for 24 weeks while recognizing some weeks will be more intense than others.

Public Relations

As part of the Project's construction phased activities and through a City approved subconsultant, Consultant to provide "public relations" services to provide primary project interface to the existing operating storefront stakeholder located along project's working limits so as help introduce project expectations and identifying on-going stakeholder needs,

Refer to *Fee Proposal For Public Relations Firm Consensus* section for sub consultant's fee proposal for specific taskwork, hourly rate schedule and associated hourly 'not to exceed' fee limits.

The fee herein includes a 10% fee markup above the actual sub consultant costs so to manage and effectively procure these services.

Reimbursables Expenses

An allowance for project incurred expenses including but not limited reprographics, mileage, couriers. All expenses subject to City review and approval.



Irvine
San Diego
Ontario
Los Angeles

2021 – 2022 RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
Principal / Sr. Project Manager	\$240
Project Manager	\$210
Sr. Designer / Project Engineer / Sr. Water Resource Engineer	\$185
Designer / Engineer / Project Scientist / GIS Analyst	\$165
CADD / Engineering / Environmental Tech. / Graphics Tech.	\$135
Information Coordinator	\$ 95
1-Man Survey Crew	\$206
2-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.

Client Initials _____

Effective through December 31, 2022

FEE PROPOSAL FOR PUBLIC RELATIONS FIRM CONSENSUS



o: 213.438.1755

info@ConsensusInc.com

www.ConsensusInc.com

The Tower

3900 W Alameda Ave, Suite 2050

Burbank, CA 91505

FUSCOE ENGINEERING, INC.

PUBLIC OUTREACH SERVICES FOR OLD TOWN CALABASAS SIDEWALK IMPROVEMENTS

SITUATION

The City of Calabasas recently completed a redesign of the sidewalk of Old Town Calabasas, between Park Granada and US-101 Fwy SB ramps, and is now poised to move forward with construction. Old Town Calabasas is the primary east-west road connecting the City with the City of Los Angeles on the east end. This area has an “Old West” style and features the historic Leonis Adobe and Museum and a fine selection of shops and restaurants, all within walking distance of the Calabasas Civic Center.

The existing sidewalk in Old Town Calabasas was installed with Trex composite decking material that has slowly deteriorated over the years. The City will replace all Trex decking materials with stamped concrete, and remove existing concrete sidewalk, to create a uniform surface texture throughout Old Town Calabasas. The City will also replace existing streetlights with LED-powered ones.

The estimated duration of this construction project is 9 months and may be disruptive to the merchants and property owners in the project area. The City wishes to include a communications and outreach program as part of the construction management scope of services to ensure that all key stakeholders are aware of this project, understand its cadence and milestones, potential for impacts and disruption, and have an efficient and effective mechanism to get their concerns addressed.

KEY OBJECTIVES

- Ensure that all key stakeholders of Old Town Calabasas are aware of the project and the potential for disruption, before and during the construction process
- Issue Management – proactively communicate about and manage in real time any significant or unforeseen impacts that may arise from the construction process
- Minimize, to the maximum extent possible, disruption to commerce in the project area
- Communicate progress and build enthusiasm, where possible, for the results/completion

KEY AUDIENCES

- Merchants/tenants
- Employees of merchants/tenants
- Customers/patrons of Old Town businesses
- Property owners
- Residents of Calabasas
- Visitors



STRATEGIC APPROACH

- Demonstrate through early and meaningful outreach efforts how the City of Calabasas treasures Old Town and is sensitive and attentive to the short-term impacts to property owners, merchants, and their customers
- Amplify the long-term benefits/results; explain the story of the construction in the larger context of a vision for how the project will enhance the quality of the neighborhood and the broader community
- Collaborate with key stakeholders and community leaders to establish credibility; get the word out early and identify/address key issues early on
- Make it easy for people to find project information and be heard and get their issues addressed in a timely manner

RECOMMENDED SCOPE OF WORK

PROFESSIONAL SERVICES

Strategic Communications Plan

Consensus will develop a detailed and integrated strategic communications plan that will include:

- Messaging strategy; develop project narrative
- Community outreach strategy; recommended sequence and cadence
- Key stakeholder list and database
- Recommendations for communications platforms and public information materials
- Schedule of project launch / timeline

Message Development

Consensus will develop project messaging focused on:

- Illustrating sensitivity to and responsiveness to community and merchant concerns
- Building excitement for the project
- Accentuating community benefits and the results of the work

Communications Platforms

Consensus will develop and secure a variety of project-specific communications platforms for community engagement:

- Database: stakeholder database and record of all stakeholder communications
- Phone Number: Local community information hotline number to facilitate communications
- E-mail Address: email address to facilitate communications
- E-blast Template: for ongoing communications/email campaign

Project Microsite

Consensus will develop a simple one-page project website designed to distribute information and demonstrate progress.

- Draft website copy
- Develop design and programming
- Maintain and update content



Public Information Materials

Consensus will develop public information materials to be distributed during face-to-face outreach efforts and via online platforms:

- Fact sheet
- FAQs
- Presentation Deck: template for be used in community presentations
- Talking points / key messages
- "Dear Neighbor" letter
- Outgoing voicemail message

Community Outreach

Consensus will directly engage the property owners and merchants in the project area ahead of the work commencing and throughout the entire 9-month process as needed. Engagement methods will be:

- Door-to-door walks of project area
- Phone calls
- Email updates
- Small group meetings

Issue Management

Consensus will serve as the lead community liaison on behalf of the construction team by monitoring the project hotline and email address to respond in real time to any emerging or escalating issues. Our team will triage all inquiries and work with the construction management team to answer questions and address concerns as much as possible.

Email Campaign / Text Messaging

For those property owners and merchants who opt in to receive project updates via email or text message, the Consensus team will prepare and distribute messages at key milestones in the project.

CREATIVE SERVICES

Creative services to support the scope of work outlined above may include, but not be limited to:

- Graphic Design
- HTML Programming
- Content Production



TIMELINE

We envision three distinct phases of this work:

Phase One – Strategy Development and Materials Preparation (Pre-Construction)

Anticipated Duration: 60-75 days

- Key Deliverables:*
- Site Visit/Walk Site with City/Construction Team
 - Message Development
 - Strategic Communications Plan
 - Project Database
 - Project Hotline & Outgoing Voicemail
 - Project Email Address
 - Project Website
 - Fact Sheet
 - FAQs
 - Community Liaison Contact Card
 - Talking Points for Community Walk
 - "Dear Neighbor" Letter

Phase Two –Outreach to Property Owners, Merchants (Pre-Construction)

Anticipated Duration: 30-45 days

- Key Deliverables:*
- Mail "Dear Neighbor" Letter
 - Community Walk to Merchants in Project Area
 - Data Capture (collect email addresses and cell phone numbers)
 - Materials Distribution (fact sheet, FAQs, community liaison contact card)
 - In-Person Briefing for Construction Team on Communications Protocols

Phase Three – Ongoing Monitoring and Issues Management (Construction Phase)

Anticipated Duration: 9 months

- Key Deliverables:*
- Issue Management & Response
 - Ongoing Coordination with City, Construction Manager and On-the-Ground team

FEES

We bill our clients based on the hourly rates of the professionals assigned to your business. We estimate the cost of our recommended program to the best of our ability based on the information we have at the time and drawing upon our more than 35 years of experience on similar projects. All elements of our communications plan are estimated for review and approval. We do not exceed those estimates unless the scope of work changes or you decide to amend or augment the program. Importantly, we make no changes or incur additional charges without your written sign-off. We invoice our clients monthly and keep them informed of expenditures or any changes that have an impact on budget. Our fees are made up of three parts -- professional services, creative services, and expenses.

Professional Services

- Phase One and Phase Two -- \$15,000/month
- Phase Three – time and materials at the hourly rates below

Creative Services

All creative services will be billed in addition to our professional service fee. Creative services expenses may include graphic design, web programming, web design, and video production, among others.

Expenses

All expenses will also be billed in addition to our professional service and creative service fees and may include printing, postage, mileage, transportation, parking, telephone charges, among others. Any expense over \$250 will be submitted for advance review and approval.

Consensus does not and will not incur ANY subscription costs on behalf of its clients including web hosting and domain fees, telephone hotlines, database services, email marketing services, etc.

Hourly Rates (Discounted for Government Clients)

2021 Hourly Rates

President & CEO	\$350
Senior Vice President	\$325
Vice President	\$275
Director	\$250
Senior Account Manager	\$225
Account Manager	\$200
Assistant Account Manager	\$175
Associate	\$150
Account Specialist	\$125

#

Attachment B
APPROVED FEE SCHEDULE



Project Name:	<u>Old Town Calabasas Streetscape Project</u>	FEI RCO #:	<u>R03A - R03F</u>
Company:	<u>City of Calabasas</u>	Project #:	<u>01671-002-01</u>
Attention:	<u>Tatiana Holden</u>	Date:	<u>October 22, 2021</u>
Client Contract #:	<u></u>	FEI Proj Mgr:	<u>Andrew Willrodt</u>

With this Request for Change Order, Fuscoe Engineering, Incorporated (FEI) requests authorization to proceed with revisions to the contract documents for the subject project. By approval signature hereon below, client shall incorporate this revision as an addendum to the original contract. Change Orders will be invoiced at the billing rates in effect on the date of Request for Change Order approval.

These proposed additional services include: Landscape/Irrigation & Civil Construction Phase Support (CPS), Construction Management (CM) and Public Relations (PR) services.

CO #	Task Name	Scope Description	Bill Type	Amount
R03A	CPS – Landscape/Irrigation	As part of the Project's construction phased activities and through the engagement of MIG Design (i.e., the Landscape Architect & Irrigation Designer), Consultant to provide contraction phase support services in the form of occasional site visits, review of project RFI's and/or product submittals). Fee basis assumes a budget of 12 hours of RFI & product submittal reviews and some 15 hours of site visits. <i>The fee herein includes a 10% fee markup above the actual sub consultant costs so to manage and effectively procure these services.</i>	Fee	\$6,100
R03B	CPS – Civil	As part of the Project's construction phased activities, Consultant to provide contraction phase support services in the form of occasional site visits, review of project RFI's and/or product submittals). Fee basis assumes a budget of 20 hours of RFI & product submittal reviews and some zero hours of site visits.	Fee	\$4,200
R03C	CM – Weekly Meeting & Reporting	As part of the Project's construction phased activities, Consultant to attend and enforce weekly construction status meetings onsite chaired by the GC. Task includes travel time, meeting attendance time and an allotment of time for meeting follow up and related correspondence. Fee basis assumes a budget of 3 +/- hours per week for 50	Fee	\$29,500

		weeks.		
R03D	CM – On Call Site Observations	As part of the Project's construction phased activities, Consultant to provide on-call site visits (outside weekly job site meeting) to observe and assess construction progress. Task includes travel time, site visit time and time to prepare site Inspection report. Each visit shall generate site inspection form to track site observations and document directives given to GC and their subcontractors. Fee basis assumes a budget of 4 +/- hours per week for 50 weeks while recognizing some weeks will be more intense than others.	Fee	\$44,500
R03E	CM – On Call Document Reviews/Approvals	As part of the Project's construction phased activities, Consultant to provide on-call review and/or approvals for construction management related documents (e.g., contractor change orders, GC monthly billing statements and manage/distribute project RFI's and/or product submittals). Fee basis assumes a budget of 1.5 +/- hours per week for 50 weeks while recognizing some weeks will be more intense than others.	Fee	\$15,500
R03F	Public Relations	As part of the Project's construction phased activities and through a City approved subconsultant, Consultant to provide "public relations" services to provide primary project interface to the existing operating storefront stakeholder located along project's working limits so as help introduce project expectations and identifying on-going stakeholder needs, Refer to attached sub consultant's fee proposal for specific taskwork and associated fees. <i>The fee herein includes a 10% fee markup above the actual sub consultant costs so to manage and effectively procure these services.</i>	Fee	\$59,400
R03F	Reimbursables Expenses	An allowance for project incurred expenses including but not limited reprographics, mileage, couriers. All expenses subject to City review and approval. <i>The fee herein includes a 10% fee markup above the actual costs incurred.</i>	Fee	\$5,000
		Total		\$164,200

Request for Change Order Prepared By:

Consultant: FUSCOE ENGINEERING, INC.

Signed: _____

Name: Andrew Willrodt

Title: Principal / Sr. Project Manager

Date: October 22, 2021

Change Order Approved By:

Client: CITY OF CALABASAS

Signed: _____

Name: _____

Title: _____

Date: _____

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)