



CITY of CALABASAS

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	m6 Consulting, Inc.
City Department in charge of Contract:	Community Development
Contact Person for City Department:	Michael Klein
Period of Performance for Contract:	5 years
Not to Exceed Amount of Contract:	\$5,000,000
Scope of Work for Contract:	Building Services

Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

- General Liability Aggregate: \$2,000,000
- Products Comp/Op Aggregate: \$2,000,000
- Personal & Advertising Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage (any one fire): \$ 50,000
- Medical Expense (any 1 person): \$ 5,000

yes no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

- Any vehicle, combined single limit: \$1,000,000

yes no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

- Professional Liability Insurance: \$1,000,000 per occurrence
\$2,000,000 aggregate

Initials: (City) _____ (Contractor) _____

**Professional Services Agreement
City of Calabasas/m6 Consulting, Inc.**

yes no - Is Worker's Compensation Insurance required in this contract?

- Worker's Compensation: Statutory Limits
- EL Each Accident: \$1,000,000
- EL Disease – Policy Limit: \$1,000,000
- EL Disease – Each Employee: \$1,000,000

California requires Worker's Compensation insurance. If the vendor has no employees, a Worker's Compensation Affidavit is required.

Proper documentation is required and must be attached.

Initials: (City) _____ (Contractor) _____

**PROFESSIONAL SERVICES AGREEMENT
m6 CONSULTING, INC.**

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and m6 Consulting, Inc. a California Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Building Services.
- 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.
- 2.3 Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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 October 31, 2023 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s October 31, 2023 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: April 15, 2024

3.4 “Expiration Date”: April 15, 2029

4. TERM

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

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Five Million Dollars (\$5,000,000) 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. Robert Woodward 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.

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 ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. 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.

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 incurred by 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.
 - 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.

**Professional Services Agreement
City of Calabasas/m6 Consulting, Inc.**

- 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 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.

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 Consultant's and City'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: Michael Klein
Telephone: (818) 224-1600
Facsimile: (818) 225-7329

If to Consultant:

m6 Consulting, Inc.
4165 E Thousand Oaks Blvd,
Suite 355
Westlake Village, CA 91362
Attn: Robert Woodward
Telephone: (805)379-1015
Email:
Robert@m6consultinginc.com

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

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 or medical condition.

- 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 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 in its amended form shall be enforceable. 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.

**Professional Services Agreement
City of Calabasas/m6 Consulting, Inc.**

- 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 In consideration of this agreement, consultant (or artist(s), or performer(s) grants to city and its officers and employees, the right to film, through photography, video, or other media, the performance(s) contemplated under this agreement. The city is authorized to use of the performer(s) name(s) and/or Artist approved photographs. The city is also authorized, without limitation, to broadcast or re-broadcast the performance(s) on City CTV, through the city's website, news media, or through other forms of media (e.g. streaming).

**Professional Services Agreement
City of Calabasas/m6 Consulting, Inc.**

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”
m6 Consulting, Inc.**

By: _____
Michael Klein,

Community Development Director

By: _____
Robert Woodward, PE, CASp, Principal

Date: _____

Date: _____

By: _____
Kindon Meik, City Manager, City of Calabasas

Date: _____

By: _____
Alicia Weintraub, Mayor, City of Calabasas

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

Approved as to form:

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

Date: _____

EXHIBIT A SCOPE OF WORK



4165 E. Thousand Oaks Blvd. Ste 355
Westlake Village, CA 91362
805 379 1015 Phone

October 31, 2023

City of Calabasas
City Clerk
100 Civic Center Way
Calabasas, CA 91302

**Subject: City of Calabasas RFP Response
Building Services Fee Proposal**

Dear Sirs and Madams,

We have reviewed the needs of the City based on the RFP and propose the following scope to provide professional support for the City's Community Development and related inter-department services, including, but not limited to, development and plan review, code enforcement support, inspections and investigations, Planning support (staffing, film permitting and historic preservation support), permit software and website support, soils and geotechnical review, grading and drainage review, surveying and mapping services, support of and coordination with Public Works and other building code administrative duties as assigned.

Specifically, these services include:

- Review of residential, commercial and industrial development, buildings, structures and associated site work in compliance with the recently adopted version of the California Building Standards Codes Volumes 1-12 with local amendments, as well as the City's Municipal Code as appropriate.
- Structural design compliance review in coordination with the submitted geotechnical report findings and recommendations for design and construction.
- Review of soils/geotechnical reports, and preparation of geotechnical studies and related investigations when required.
- Preparation of written summaries of review comments.

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Westlake Village, CA 91362
805 379 1015 Phone

- Review staff will be available to meet with applicants and their design professionals and/or contractors during the specified days and hours noted below.
- Review staff will attend meetings as required.
- Coordination with Code Enforcement and assistance with the development of corrective measures with associated recommendations.
- Review of grading, drainage and site improvements as necessary and required for projects.
- Provision of survey, mapping services or review of such documents as required.
- Provision of professional staffing as necessary to accomplish the above scope of services and other duties as assigned and as mutually agreed.

Building plan review services will be accomplished on a percent-of-fees basis, with additional services provided at an hourly rate in accordance with the Schedule of Hourly Rates. Specifically, the following compensation method separates the normal plan review effort from other services not associated with a paid plan check application fee.

Percent of Fees Plan Review Efforts

The following "percent-of-fees collected" compensation is proposed to provide for the following services:

- The cost of providing for in-house and over-the-counter plan checking at the City by one plans examiner 2 days per week (16 hours at the City).
- Allow for plan review of large or complex projects at m6's main office.
- Allow for additional plan review effort as the valuation and plan check revenues increase. This may include additional m6 staff or hours at the City depending on plan check revenues.



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Westlake Village, CA 91362
805 379 1015 Phone

- If the monthly compensation from the percent fee collected is less than the m6 plan check effort, the compensation for that month may be based on the m6 plan check effort at hourly rates.
- The percent of fee covers the first two (2) plan reviews. After two reviews the plan review will be subject to hourly review time.

Percent of Fees Schedule

Based on the anticipated activity levels, the proposed percent-of- fee compensation is:

1. 55% of City plan check fees collected.
2. 60% if plan review turnaround time meets the following goal:
80% of the projects meet the turnaround goals listed below (Turnaround Time Goals).

Hourly Efforts

Compensation for the following assignments is proposed at current m6 hourly rates appropriate to the requested task:

- Allow for hourly compensation for services not directly associated with a project plan check fee.
- Plan check effort beyond the second check.
- City or other projects where no fee is collected.
- Code enforcement activities or effort separate from an active plan check.
where a fee was collected.
- Staff or other project or City requested meetings.
- Preliminary project (DRC) reviews.
- Development review, grading/drainage and site reviews.

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805 379 1015 Phone

- Community Development Block Grant (CDBG) inspection and project management.
- LEED and OWTS reviews.
- Reports, documents, policies/procedures, consultations, code adoptions and studies.
- SmartGov technical support, programming and website coordination.
- Plan review portal programming and support.
- Supplemental staffing (permit technician, Planning Division staff, specialty (historic preservation, CDBG), etc).
- Field reviews not part of an active application.
- Disaster response and related services.
- Other duties as assigned and mutually agreed.

We have provided an hourly compensation schedule for all personnel that may provide the services requested. Plan check reviews will be completed on a percent of fees basis, in accordance with the fee schedule which follows, according to the scope above. Additional support staffing would be billed on an hourly basis, in accordance with the Hourly Services schedule. Staffing and plan review will be billed on a monthly basis.

Should you have any questions or require additional information for your review, please feel free to call me at (805) 379-1015.

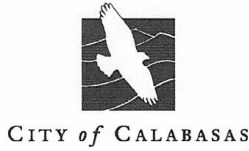
Sincerely,

m6 Consulting, Inc.

A handwritten signature in black ink, appearing to read "R Woodward", is written over the printed name.

Robert Woodward, PE, CASp
Principal

EXHIBIT B APPROVED FEE SCHEDULE



m6 Consulting, Inc.
Building Services
October 31, 2023

m6 Consulting, Inc. Building and Safety Services Fee Schedule

<u>Plan Check Services:</u>	<u>Percentage*</u>
Building Plan Review	55% of Fee
Structural Only Plan Review	55% of Fee
Electrical, Plumbing, or Mechanical Plan Review	55% of Fee

* Percentage fee shall be increased to 60% if the City's monthly turnaround goal is achieved.

<u>Hourly Services:</u>	<u>Hourly*</u>
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Plan check review fee includes two checks and hourly thereafter as per the hourly rate below.

Building Plan Check Review Fee.....	\$130.00
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* One hour Minimum fee.

<u>Personnel Services:</u>	<u>Hourly***</u>
Plan Check Engineer	\$130.00
Certified Plans Examiner	\$130.00
Fire Plan Check Engineer	\$130.00
CASp Plans Examiner/Inspector	\$130.00
Building Official	\$140.00
Assistant Building Inspector	\$65.00
Building Inspector	\$75.00
Senior Building Inspector	\$95.00
Inspector of Record/Major Projects.....	\$115.00
Public Works Inspector	\$115.00
Plan Check Coordinator	\$95.00
Assistant Permit Technician	\$55.00
Permit Technician	\$65.00
Senior Permit Technician	\$85.00
Community Development Specialist	\$95.00
MEP Engineers	\$165.00
Civil Engineer	\$165.00
Structural Engineer	\$165.00
Soils/Geotechnical Engineer	\$195.00
Traffic Engineer	\$195.00
OWTS Engineer	\$175.00
Hydrology/Hydraulic Engineer	\$165.00
Staff Engineer	\$145.00
Project Engineer	\$155.00
Permit Engineer	\$135.00
City Engineer	\$195.00
Principal Engineer	\$195.00

Effective January 1, 2023

m6 Consulting Inc. 805.379.1015 | www.m6ConsultingInc.com

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CITY of CALABASAS

m6 Consulting, Inc.
Building Services
October 31, 2023

Environmental Specialist	\$175.00
Map Review / PLS	\$185.00
1-Man/2-Man Survey	\$175.00
.....	\$195.00
Professional Land Surveyor	\$200.00
Minimum Survey Trip Charge	\$950.00
Project Manager	\$125.00
CAD Specialist	\$125.00
Assistant Planner	\$130.00
Associate Planner	\$140.00
Senior Planner	\$150.00
Principal Planner	\$175.00
Administration	\$55.00

***4 hour per day minimum will be billed for out-of-office and on-site personnel services, unless otherwise agreed upon.

Rates are increased by a factor of 1.5 times for overtime, and for holiday and weekend assignments. All rates are subject to a 2% increase annually on January 1st.

MISCELLANEOUS CHARGES:

Direct Costs/Material & Expenses	Cost+15%
Outside Reproduction	Cost +15%
Mileage Reimbursement (Portal to Portal)	Current IRS rate, adjusted as appropriate. No charge if City vehicle is provided for inspections.

**Professional Services Agreement
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614 www.risk-strategies.com CA DOI License No. 0F06675		CONTACT NAME: Risk Strategies Company PHONE (A/C, No, Ext): 949-242-9240 FAX (A/C, No): E-MAIL ADDRESS: syoung@risk-strategies.com	
INSURED m6 Consulting, Inc. 4165 Thousand Oaks Blvd., Ste 355 Westlake Village CA 91362		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : Massachusetts Bay Insurance Co. 22306	
		INSURER B : California Automobile Insurance Company 38342	
		INSURER C : Argonaut Insurance Company 19801	
		INSURER D : Hartford Casualty Insurance Company 29424	
		INSURER E :	
		INSURER F :	

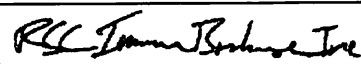
COVERAGES CERTIFICATE NUMBER: 76731550 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		OD3A251052	3/14/2023	3/14/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY		BA040000070315	10/11/2023	10/11/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	72WEGAW7LAC	3/14/2023	3/14/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		121AE016958103	3/15/2023	3/15/2024	Per Claim: \$1,000,000 Aggregate: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured.
City of Calabasas is named as additional insured on the general liability policy-see attached endorsement.

CERTIFICATE HOLDER City of Calabasas 100 Civic Center Way Calabasas CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  RSC Insurance Brokerage
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**Professional Services Agreement
City of Calabasas/m6 Consulting, Inc.**

Architects and Engineers

The following policy language is from Businessowners General Liability Coverage Part

NAMED INSURED: m6 Consulting, Inc.

POLICY NUMBER: OD3A251052

The following are mandatory forms on the policy identified on the Certificate of Insurance:

391-1586 (08-16) BUSINESSOWNERS GENERAL LIABILITY SUPPLEMENTARY ENDORSEMENT
Additional Insured by Contract, Agreement or Permit

A. Section II – Liability, C – Who is an insured is amended to include as an additional insured any person or organization with whom you agreed in a written contract, written agreement or permit but only respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions; or the acts or omissions of those acting on your behalf, but only with respect to:

- (i) **"Your work"** for the additional insured(s) designated in the contract, agreement or permit including "bodily injury" or "property damage" included in the "products - completed operations hazard" only if this Coverage Part provides such coverage;
- (ii) Premises you own, rent, lease, or occupy; or
- (iii) Your maintenance, operation or use of equipment leased to you.

***Definition: "Your work"** a. Means: (1) Work or operations performed by you or on behalf; and (2) materials, parts or equipment furnished in connection with such work or operations; b. Includes (1) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and (2) the providing of or failure to provide warnings or instructions.

This provision does not apply:

- (1) Unless the written contract or written agreement has been executed or permit has been issued prior to the "bodily injury", "property damage", "personal injury" or "advertising injury".
- (2) To any person or organization Included as an Insured by an endorsement Issued by us and made part of this Coverage Part.
- (3) To any lessor of equipment (a) After the equipment lease expires; or (b) If the "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of sole negligence of the lessor.
- (4) To any: (a) Owners or other Interests from whom land has been leased which takes place after the lease for the land expires; or (b) Managers or lessors of premises if: (i) The occurrence takes place after you cease to be a tenant in that premises; or (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
- (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

Other Insurance Primary & Non-Contributory

The following paragraph is added to **SECTION III – COMMON POLICY CONDITIONS, H – Other Insurance: Additional Insured – Primary and Non-Contributory**. If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – Liability, C. Who is an Insured** is primary and non-contributory, the following applies: If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II – LIABILITY** of this Coverage Part, our obligations are limited as follows:

- (1) **Primary Insurance:** This insurance is primary to other insurance that is available to the Additional Insured which covers the Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except: (a) For the sole negligence of the Additional Insured; (b) When the Additional Insured is an Additional Insured under another primary liability policy; or (c) When b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary.
- (2) **Excess Insurance:**
 - (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.

**Professional Services Agreement
City of Calabasas/m6 Consulting, Inc.**

- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION II - LIABILITY. B. Exclusions, 1. Applicable to Business Liability Coverage.
- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.

(b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage part.

(3) Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Per Project Aggregate

The following changes are made to SECTION II - LIABILITY:

1. The following is added to SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance, paragraph 4:

The Aggregate Limits of Insurance apply separately to each of "your projects" or each "location" listed in the Declarations.

2. For the purpose of coverage provided by this endorsement only, the following is added to SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:

1. "Your project" means:

- a. Any premises, site or "location" at, on, or in which "your work" is not yet completed; and
- b. Does not include any "location" listed in the Declarations.

2. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies: a. As if each Named Insured were the only Named Insured; and, b. Separately to each insured against whom claim is made or "suit" is brought.

Waiver Of Subrogation

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization *where required by written contract* because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization *where required by written contract*.

Notice Of Cancellation

For any statutorily permitted reason other than non-payment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to 30 Days.



AUTHORIZED REPRESENTATIVE

**From Hanover Forms: 391-1003 (08/16); 391-1445 (08/16); 391-1586 (08/16), 391-1003 (08/16)*

No coverage is provided by this Notice, nor can it be construed to replace any provisions of the policy (including its endorsements). If there is any conflict between this Notice and the policy (including the endorsements), the provisions of the policy (including its endorsements) shall prevail.