

PROFESSIONAL SERVICES AGREEMENT

CONTRACT SUMMARY

Name of Contractor:	All City Management Services
City Department in charge of Contract:	Public Works
Contact Person for City Department:	Tra'a Bezdecny
Period of Performance for Contract:	July 1, 2024 - June 30, 2027
Not to Exceed Amount of Contract:	\$216,119.00
Scope of Work for Contract:	School Crossing Guard Services

Insurance Requirements for Contract:

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

yes no - Is Auto insurance required in this contract?

yes no - Is Professional insurance required in this contract?

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

Other:

Proper documentation is required and must be attached.

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Calabasas / All City Management Services)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the last date indicated below by and between the City of Calabasas, a California municipal corporation (“City”), and All City Management Services a California corporation (“Consultant”) (collectively, “parties”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: operation and maintenance of public transit and transportation services, as more fully described on Exhibit B attached hereto.
- 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 risk of the disclosure of confidential information.
- 2.4 Campaign Contributions - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant’s agent to City Councilmembers or other City officials of more than \$250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant’s execution of this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services” means such professional services as are set forth in Consultant’s May 9, 2024 proposal to City as described on “Exhibit A” and fully incorporated herein by this reference.

- 3.2 “Approved Fee Schedule” means such compensation rates as are set forth in Consultant’s May 29, 2024 fee schedule to City attached hereto as “Exhibit B” and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 “Commencement Date” means July 1, 2024.
- 3.4 “Termination Date” means June 30, 2027.
- 3.5 “City Agreement Administrator” means Tra’a Bezdecny.
- 3.6 “Consultant Project Administrator” means David Mecusker.

4. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

5. **CONSULTANT’S SERVICES**

- 5.1 Time is of the essence in Consultant’s performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of two hundred sixteen thousand one hundred nineteen dollars (**\$216,119.00**) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest 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.*).

- 5.4 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.
- 5.5 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. David Mecusker shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.6 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.7 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.8 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.9 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.
- 5.10 Pursuant to California Labor Code Sections 1773.2 and 1775, the Consultant shall forfeit as a penalty to City \$200.00 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 Contract employed in the

execution of the work by Consultant or by any Subcontract under 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.

5.11 Pursuant to Labor Code § 1776, each consultant and 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 him or her in connection with the public work. 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.

(2) The employer has complied with the requirements of Labor Code §§ 1771, 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 verified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.”

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long

as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. 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.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant’s previously earned California Public Employees Retirement System (“CalPERS”) retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers’ compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

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, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision 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 when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 10.3 City shall have the right to offset against 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 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (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 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes 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 Section 10 of this Agreement 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. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and 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 whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.
- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

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.
- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 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.

- 11.3.2 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.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 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 required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement 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.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of

cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- 11.10 The insurance provided by Consultant shall be primary to any other 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.
- 11.11 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.
- 11.12 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 in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 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.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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 If any claim, action, or proceeding is brought against City relating to Consultant’s performance in connection with this Agreement, Consultant shall render any

reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. 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.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

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

16. 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).

Professional Services Agreement
(City of Calabasas / All City Management Services)

If to City:

Tra'a Bezdecny

Assistant Engineer
100 Civic Center Way
Calabasas, CA 91302
Telephone: (818) 224-1600

If to Consultant:

David Mecusker
All City Management Services
10440 Pioneer Blvd., Suite 5
Santa Fe Springs, CA 90670
Telephone: (800) 540-9290

With courtesy copy to:

Matthew T. Summers, City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena, California 91101
Telephone: (213) 542-5719
Facsimile: (213) 542-5710
Email: msummers@chwlaw.us

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty 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 promptly returned to City upon the termination or expiration of this Agreement.
- 18.2 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 as provided in Section 5.2 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS

- 19.1 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.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are 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 shall govern 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 and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 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 any other 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 signed by one authorized to bind the party to be charged with the waiver.

- 19.5 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.
- 19.6 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 from 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 or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 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.
- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those 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 on behalf of the City and Consultant.
- 19.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related

medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.12 This Agreement shall be binding on successors and assigns of the parties.

19.13 Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

19.14 **Recitals.** The Recitals are incorporated herein by this reference.

(Signature page follows)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

“Consultant”

All City Management Services

By _____
Alicia Weintraub, Mayor

By: _____
Baron Farwell, Owner

Date: _____

Date: _____

By _____
Kindon Meik, City Manager

By: _____
Brian Brooks, CFO

Date: _____

Date: _____

By _____
Curtis Castle, Public Works Director

Date: _____

Attest:

By _____
Analuz Mendoza, Interim City Clerk

Date: _____

Approved as to form:

By _____
Matthew T. Summers, City Attorney

Date: _____

**“EXHIBIT A”
SCOPE OF WORK**



CITY *of* CALABASAS

**REQUEST FOR PROPOSAL (RFP)
SCHOOL CROSSING GUARD SERVICES**

Issued on:

April 8, 2024

SUBMITTAL DEADLINE:

Thursday, May 9, 2024 at 2:00 p.m.

A handwritten signature in cursive script, appearing to read "Castle".

Curtis Castle, P.E.
Public Works Director

CITY OF CALABASAS
Public Works Department
100 Civic Center Way
Calabasas, CA 91302



Request for Proposal for School Crossing Guard Services

The City of Calabasas (“City”) is seeking proposals from qualified and contractors (“Contractor”) to provide crossing guard services for eleven (11) pedestrian crossings at six (6) schools of the Las Virgenes Unified School District in the City of Calabasas. The Request for Proposal (RFP) is aimed to provide contractors with sufficient information in order to prepare and submit a proposal detailing the crossing guard services they provide. The City reserves the right to award multiple contracts to provide the requested services for a three-year term, with up to two one-year extensions.

REQUEST FOR PROPOSAL

Proposals must be submitted by email on or before **2:00 p.m. on May 9, 2024**. Proposals received after the date and time specified will not be considered. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. Please use the Delivery Receipt option to verify receipt of your email.

E-mail: tbezdecny@cityofcalabasas.com

Proposals submitted to the City must comply with all and contain all the information requested in this RFP. The selected companies must sign an agreement with the terms and conditions shown in the Professional Services Agreement (Attachment A). Firms are encouraged to promptly notify the City of any apparent inconsistencies or ambiguities found in the scope of services so that an appropriate amendment may be issued.

INQUIRIES

All inquiries regarding the Request for Proposal shall be submitted, in email, to Tra’a Bezdecny, Assistant Engineer, at tbezdecny@cityofcalabasas.com with the RFP title in the subject line by **4:00 p.m. on April 25, 2024**. The proposer is specifically directed NOT to contact any City Council members or personnel, other than specified personnel identified in this RFP. Only questions submitted through this process can be relied upon.

Please note that City will not be responsible for mailing any addendums. All addendums, responses to inquiries and notifications will be made available on the City’s webpage: <https://www.cityofcalabasas.com/services/public-notices>. The firms are encouraged to check the website regularly since each firm will bear sole responsibility for obtaining the RFP and all responses to inquiries, notifications and addendums.

CONFIDENTIAL MATTERS

All data and information gathered by the Contractor and its agents, including this RFP and all supplemental information shall be treated by the Contractor and its agents as confidential. The Contractor and its agents shall not disclose or communicate the aforesaid matters to a third party or use



them in advertising, propaganda, and/or in another job or jobs, unless written consent is obtained from the City.

At any time prior to scheduled closing time for receipt of RFP submittals, any responding Contractor may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after deadline without the written consent of the City.

Proposals may be withdrawn prior to the established opening date by delivering written notice to the Public Works Departments.

CALENDAR OF EVENTS**

Distribution of RFP	April 8, 2024
RFP questions Due Date	April 25, 2024
Proposal Due Date	May 9, 2024
Firm Selection	May 2024
Council approval of Professional Services Agreement	June 2024
Start of Contract Term	July 1, 2024
First Day of Service	August 21, 2024

**All dates are preliminary and subject to change, any changes will be made available on the City's webpage: <https://www.cityofcalabasas.com/services/public-notices>.



Contents

- I. INTRODUCTION.....6
 - A. Background Information 6
 - B. About the City..... 6
 - C. Project Overview 6
 - D. Information Provided by the City 6
 - E. Intent 7
- II. SCOPE OF SERVICES 8
 - A. Contractor Responsibilities/Provisions 8
 - B. Minimum Standards for Crossing Guards 9
 - C. Listing of Current Crossing Guard Locations..... 9
- III. PROPOSAL REQUIREMENTS13
 - A. Statement of Qualifications..... 13
 - B. Implementation Timeline..... 14
 - C. Labor Hours 14
 - D. Statement of Economic Interest 14
 - E. Fee Schedule 14
 - F. Selection Criteria 15
- IV. GENERAL PROPOSAL TERMS AND CONDITIONS 16
 - A. Communication Regarding RFP 16
 - B. Contract Requirement 16
 - C. Contract Assignment..... 16
 - D. Non-Discrimination 16
 - E. Payment Terms 16
 - F. Ownership of Reports and Data 16
 - G. Modification or Withdrawal of Submittals 16
 - H. Property Rights 17
 - I. Confidentiality 17
 - J. Amendments to Request for Proposal..... 17
 - K. Contract Term 17
 - L. Insurance 17
 - M. Non-commitment of Department 17
 - N. Public Domain 17
 - O. Termination..... 17
 - P. Required Timeframes..... 17



Q. Conflict of Interest Disclosure 17

R. Inspections 18

V. ATTACHMENT A

Sample Agreement – For Reference Only.....16



I. INTRODUCTION

A. Background Information

The City of Calabasas (“City”) The City of Calabasas (“City”) is seeking proposals from interested, qualified companies (“CONTRACTORS”), with professional experience, providing School Crossing Guard Services and management, to provide crossing guard services for eleven (11) pedestrian crossings at six (6) schools of the Las Virgenes School District for crossing pedestrians in marked crosswalks and designated school driveways through the City of Calabasas.

The Request for Proposal (RFP) is aimed to provide contractors with sufficient information in order to prepare and submit a proposal detailing the crossing guard services they provide. This RFP describes scope of services and the minimum information that must be included in the proposal. The City intends to award multiple contracts to provide the requested services for a two-year term, with up to two one-year extensions beginning with the **2024-2025 school year**.

B. About the City

The City of Calabasas (City) has a general population of roughly 24,500, with 8,600 occupied residential parcels located in a suburban, hillside environment. Covering more than 13 square miles, the City is located in the northwest Los Angeles County along the 101 Freeway, approximately 30 miles northwest of downtown Los Angeles. Las Virgenes Unified School District operates six (6) schools within City Limits and the City manages the Crossing Guard Program.

C. Project Overview

The City of Calabasas is seeking proposals for qualified Crossing Guard Services Contractors to provide Crossing Guard Services for eleven (11) locations at six (6) schools throughout the City.

The City of Calabasas reserves the right to accept or reject any or all bids, to accept minor irregularities in a bid, to negotiate separately with competing bidders and to accept the proposal deemed to be in the best interest of the City.

D. Information Provided by the City

Contractors are solely responsible for conducting their own independent research, due diligence or other work necessary for the preparation of proposals, negotiation of agreements, and the subsequent delivery of services pursuant to any agreement. In no event may Contractors rely on any oral statement.

Should a Contractor find discrepancies in, or omissions from, this RFP and related documents, or should Contractor be in doubt as to meaning, Contractor shall immediately notify the City’s designated representative and, if the point in question is not clearly set forth, a written addendum or bulletin of instructions will be made available on the City’s website: <http://www.cityofcalabasas.com>. Each person requesting an interpretation will be responsible for the delivery of such requests to the City’s designated representative in writing as outlined in this RFP. The City will not be



bound by, or responsible for, any explanation or interpretation of the proposed documents other than those given in writing.

The City will not compensate Contractors for the cost of preparing a response to this RFP.

E. Intent

It is the intent of the City to award the contract to the most qualified, responsible Contractor as detailed in the Scope of Services, and with consideration of the potential costs for services. The City will negotiate with the Contractor deemed most qualified by the City to address the specific services to be provided, the time and order of services, staffing, areas of responsibility and proposed fee structure, including the amount and method of payment.



II. SCOPE OF SERVICES

As described earlier in this RFP, this request is to solicit proposals for Crossing Guard Services.

Qualifications shall be submitted by firms that have a capable background in the type of work described and references of Proposer. Experience performing similar scopes of work with State, local government agencies, and local cities.

This section of the proposal should establish the ability of the Proposer to satisfactorily perform the required work by reasons of: experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; and supportive client references.

A. Contractor Responsibilities/Provisions

- The Contractor shall render a full-service program to provide adult crossing guards for the City. The Contractor shall administer and coordinate the program and be capable of staffing personnel at eleven (11) locations throughout the City for, at a minimum, 30 minutes prior and 15 minutes after the school start time and 15 minutes before and 30 minutes after the school end time.
- The Contractor shall recruit, select, and employ crossing guards and alternate crossing guards as required to provide coverage at each crossing guard post on each day when guards are required in accordance with the schedule provided by the City and respective schools.
- The Contractor is responsible for the application process and determining the suitability and qualifications of the crossing guards hired. All crossing guards employed by the Contractor to perform services under this contract shall meet the qualifications specified in the Scope of Services.
- The Contractor shall provide a program manager as required to ensure competent and efficient management of the crossing guard program.
- The Contractor shall provide Field Supervisors to make on-site visits at crossing guard sites. One Field Supervisor shall be responsible for the supervision of no more than 12 crossing guards. The Contractor shall provide the name and contact information for the Field Supervisor(s) to the City. The Contractor shall conduct on-site visits to crossing guards' sites at least three (3) times per school year with City Staff.
- The Contractor shall provide each crossing guard with the following equipment:
 - Complete uniform with contractor's identifiable patch or badge;
 - Regulation size, hand-held stop sign;
 - Brass or plastic whistle;
 - Traffic safety vests; and
 - High visibility raincoat.



B. Minimum Standards for Crossing Guards

The following shall be the minimum qualifications for all Crossing Guards assigned by contract to this Project:

- Be at least eighteen (18) years of age;
- Be physically and mentally capable of performing duties of a crossing guard;
- Have the ability to give and follow oral instructions;
- Have the ability to establish and maintain effective work relationships with children, parents, school officials and law enforcement officials;
- Have the ability to remain calm and use judgement and initiative in an emergency situation; and
- Be of good moral character

C. List of Current Crossing Guard Locations

The following is a list of current crossing guard locations, which may be modified during the term of the contract pending changing needs:

- A.C. Stelle Middle School
 1. Mulholland Highway at Paul Revere Drive
- A.E. Wright Middle School
 2. Lost Hills Road at Cold Springs Street
- Bay Laurel Elementary
 3. Parkway Calabasas at Park Entrada (AM only)
 4. Parkway Calabasas at Paseo Primario (PM only)
 5. Calle Largo at Paseo Primario
- Calabasas High School
 6. Old Topanga Canyon Road at Palm Drive / School Parking Lot
 7. Mulholland Highway at Eddingham Avenue (shared)
- Chaparral Elementary
 7. Mulholland Highway at Eddingham Avenue (shared)
 8. Liberty Bell Road at Bon Homme Road
 9. Liberty Bell Road at Magna Carta
- Lupin Hill Elementary
 10. Adamor Road at Lupin Hill Entrance
 11. Adamor Road at Parkmor Road



III. PROPOSAL REQUIREMENTS

The Contractor shall prepare a Statement of Qualification and a detailed fee schedule for the work to be performed. These proposals shall be submitted by email and contain the following information:

A. Statement of Qualifications

1.1. Company Information

- a. Company Name
- b. Doing Business as Name
- c. Address
- d. Company Website URL
- e. Diversity Certifications (if applicable)

1.2. Company Contact Person

- a. Contact Name
- b. Contact Telephone Number
- c. Contact Email
- d. Who is the person(s) who will make final decisions on behalf of your company including potential negotiations points?

1.3. Staffing Plan and Organization Chart

- a. At minimum this will include the general manager, assistant general manager (if proposed), administrative manager, operations manager, and supervisor
- b. The responsibilities of each person should be outlined
- c. The staffing plan should document the support and reporting relationships within the company's broader hierarchy
- d. If any functions will be subcontracted, these should be identified, along with full documentation of the subcontractor
- e. Resumes for each of the identified staff members should be provided as an attachment to the proposal

1.4. Firm Background and Experience

Specific aspects of the firm's experience and philosophy that merit City's consideration during the proposal evaluation process.

1.5. Reference

The names, addresses, and telephone numbers of three (3) former clients who have contracted with the Contractor for services similar to those described in this Request for Proposal. Provide a contact person, telephone number, and email address. The City reserves the right to contact clients for reference. A description of similar projects that were successfully completed by the Contractor may be included in this section. Samples of similar work described in this section shall be attached.

1.6. Qualifications

- a. Contractor should have no outstanding or pending complaints as determined through the State of California Department of Consumer Affairs.
- b. The information provided in this section should describe the qualifications of the Contractor and key staff in performing Crossing Guard Services within the past five years that are similar in scope and size to demonstrate competence to perform these services. The Crossing Guard Services listed should be those that key staff named for this proposal were responsible for performing. Information shall include:
 - Names of key staff that participated on named Crossing Guard Services and their specific responsibilities.
 - The client's name, contact person, addresses, and telephone numbers.
 - A brief description of type and extent of services provided.
 - Completion dates (estimated, if not yet completed).
 - Total costs.

B. Implementation Timeline

Please describe the critical path and milestones you will observe when preparing for the service startup date.

C. Labor Hours

Provide a preliminary scope of services and estimate the labor hours separated by task to fulfill requirements as laid forth in the scope of services. Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services in a consistent and reliable manner.

D. Statement of Economic Interest

The Contractor shall disclose any financial, business or other relationships with the City that may have an impact on the outcome of this contract. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract.

E. Fee Schedule

- a. The City has determined that the proposed program is subject to the provisions of Labor Code § 1720 thereby requiring the Contractor to pay the prevailing wage rates for all work performed under the Contract. Accordingly, the proposed project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- b. The fee schedule shall be submitted for the Contractor services outlined in the scope of work. The basis of payment for the services provided under this agreement shall be a maximum not-to-exceed fee. The fee proposal shall be identified for each phase of review.

- c. Companies must bid on an hourly service format per program since additional services will be billed to the City at an hourly rate.
- d. Provide a schedule of hourly rates for each job classification typically required to complete the work scope as listed above.
- e. Provide a sample invoice for one (1) week of service, using the work scope listed above.

F. Selection Criteria

The City will be the sole determiner of the proposers' suitability to meet the City's needs. Proposals will be rated according to their completeness and understanding of the City's needs, conformance to the requirements, prior experience with similar scope of work, delivery, and cost. The proposal will be reviewed by an evaluation committee to determine if it meets the proposal requirements. Failure to meet the requirements of the RFP may be cause for rejection of the proposal. The evaluation committee will make a recommendation of the firms for a contract to be awarded by the City Council. The City reserves the right to reject any or all proposals and to determine which proposal is, in the City's judgment, the most responsive. The City also reserves the right to waive any informality in any proposal and to delete certain items listed in the proposal as set forth therein. Costs for developing, submitting, and presenting proposals are the sole responsibility of the Proposer and claims for reimbursement will not be accepted by the City. A selection committee will review, evaluate, and rank all accepted proposals in accordance with the criteria below:

- Adequacy of proposed approach to the tasks described in Scope of Services
- Experience and qualifications of Contractor to perform tasks described in this RFP
- Adequacy of operational resources and personnel to provide the services in this RFP
- Cost

The company rated as most qualified to provide the requested services will be invited to negotiate a final contract. If an agreement is not reached, negotiations may be terminated and commenced with the next most qualified company.

The award of the contract will be based on a combination of all of factors listed above and provided below. The City reserves the right to reject any and all proposal.

Item	Description	Weight
Approach and Deliverables	Proposers are scored on their response to each of the tasks identified in the Scope of Services	20%
Experience, Qualifications, and References	Proposers are scored on the experience of the company and its staff, their qualifications related to providing transit services, and information provided by their references	30%
Operational Resources	Proposers are scored on their financial and operational resources	20%
Cost		30%

IV. GENERAL PROPOSAL TERMS AND CONDITIONS

A. Communication Regarding RFP

If a Contractor is in doubt as to the true meaning or intent of any part of the Contract Documents, he/she may submit to Tra'a Bezdecny, a written request for an interpretation or a correction thereof. Interpretation or corrections of the Contract Documents shall be made only by addendum duly issued by Tra'a Bezdecny; a copy of such addendum will be made available on the City webpage at: <http://www.cityofcalabasas.com/public-notices.html>. Such addendum shall be considered a part of, and incorporated in, the Contract Documents. All timely requests for information submitted in writing will receive a written response from the City. Telephone communications with City staff are not encouraged, but will be permitted. However, any such oral communication shall not be binding on the City.

B. Contract Requirement

The Contractor to whom the contract is awarded shall execute a written contract with the City within ten (10) calendar days after Notice of Award has been sent by mail to the Contractor at the address given in the proposal. The contract/agreement shall be made in the form adopted by the City and incorporated in these specifications. The Contractor represents that they possess, or have arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations, which are applicable.

C. Contract Assignment

The Contractor shall not assign, transfer, convey, or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the City of Calabasas.

D. Non-Discrimination

In the performance of the terms of this contract, the Contractor agrees that it will not engage in, nor permit such subconsultant as it may employ to engage in, discrimination in employment of persons because of age, race, color, sex, national origin, or ancestry, or religion of such person(s).

E. Payment Terms

The city's payment terms are 30 days from the receipt of an original Invoice referencing the City's PSA and acceptance of services.

F. Ownership of Reports and Data

The originals of all studies, reports, exhibits, documents data and/or material(s) prepared and/or used to comply with any section/condition of these specifications, plus any copies of same required by the agreement to be furnished to the City, shall be deemed to be public records which shall be open to inspection by the public and, as such, shall become and remain the Property of the City.

G. Modification or Withdrawal of Submittals

Any proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Contractor. To be considered, however, the modified proposal must be received by the time and date specified.

H. Property Rights

Proposals received within the prescribed deadline become the property of the City and all rights to the contents therein become those of the City.

I. Confidentiality

Prior to award of the contract, all proposals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract, or if not awarded, after rejection of all proposals, all responses will be regarded as public records and will be subject to review by the public. Any language purported to render confidential all or portions of the proposals will be regarded as non-effective and will be disregarded.

J. Amendments to Request for Proposal

The City reserves the right to amend the Request for Proposals by addendum prior to the final proposal submittal date.

K. Contract Term

This contract will cover services provided from the date the contract is signed by all parties through the completion of the Services, and may be extended upon mutual consent of the parties. The fee proposed by Contractor must be valid for the entire period unless otherwise conditioned in the proposal.

L. Insurance

The Contractor shall meet the insurance requirements as outlined in the Agreement, Section 11.

M. Non-Commitment of Department

This Request for Proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified company or to modify or cancel in part or in its entirety the Request for Proposals if it is in the best interests of the City to do so.

N. Public Domain

All products used or developed in the execution of any contract resulting from this Request for Proposals will remain in the public domain during and at the completion of the contract.

O. Termination

The City reserves the right to terminate this agreement upon thirty (30) calendar days from written notice to the Contractor,

P. Required Timeframes

The Contractor office hours shall be open from 7:30 a.m. to 5:30 p.m., Monday through Friday, excluding holidays, so that the Contractor will be available to City staff. However, Contractor shall be available through phone, email or text communication for emergency response and service on a twenty-four (24) hour, seven (7) day per week basis.

Q. Conflict of Interest Disclosure

In accordance with California Government Code Section 87306, the Contractor awarded a contract may be required to file a Conflict of Interest Statement, Form 730. If such requirement is made, the filing must be no later than 30 days after the execution of the contract, annually thereafter prior to June 30th

of each year for the duration of the contract, and within 30 days of termination of the contract. Failure to file any required statements will result in withholding payment for services rendered (See Attachment A).

R. Inspections

City reserves the right to inspect the work being accomplished by the Contractor at any time.

**“EXHIBIT B”
APPROVED FEE SCHEDULE**



ALL CITY MANAGEMENT SERVICES

Proposed Hourly Rate Year 1 2024/2025

As a full service contractor, the hourly rate quoted is a fully loaded rate, meaning all of our costs are included in the proposed hourly billing rate. This would include but be not limited to; recruitment, background clearance, training, equipment, insurance, supervision and management of the **City of Calabasas, CA** Crossing Guard Program.

Proposed Hourly Rate: Thirty-five Dollars and Twenty-one Cents (**\$35.21**) per hour, per guard. This pricing is based upon 11 crossing guards compensated an average of 3.1 hours per day, for 180 school days annually. Local field supervision and substitute guards are also included in the rate, as are all other costs except as noted below. Based upon 6,138 hours, we project a **Not to Exceed price of \$216,119.**

Option Years:

- **2025/2026 Proposed Hourly Rate:** Thirty-seven Dollars and Thirty Cents (**\$37.30**) per hour, per guard.
- **2026/2027 Proposed Hourly Rate:** Thirty-nine Dollars and Forty-four Cents (**\$39.44**) per hour, per guard.

Invoices for services are mailed every two weeks. Included with each invoice is a Work Summary, which details each site, each day and the hours worked at that site. **City of Calabasas** would only be billed for Crossing Guard services rendered on designated “school days” unless otherwise requested by the City.

The hourly rate does not include additional safety equipment, crosswalk delineators, cones or safety devices. If the City should desire any such additional equipment the additional cost would be billed to the City.

ACMS Contact Information

Business Address: 10440 Pioneer Blvd, Suite 5 Santa Fe Springs, CA 90670

Phone numbers: 310.202.8284 or 800.540.9290

Fax number: 310.202.8325

Website address: www.thecrossingguardcompany.com

24 Hour Emergency Dispatch: 877.363.2267

General Manager: Brian Brooks:	brianb@thecrossingguardcompany.com
Marketing Manager: David Mecusker:	david@thecrossingguardcompany.com
Contract Administrator: Claudia Than:	cthan@thecrossingguardcompany.com
Comptroller: John Varner	jvarner@thecrossingguardcompany.com

This pricing is valid for a period of 90 days.

NON-COLLUSION DECLARATION

TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].”

Signature

Printed Name of Signatory

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

CAMPAIGN CONTRIBUTION DISCLOSURE PROVISIONS

Cities are subject to the campaign disclosure provisions detailed in Government Code Section 84308.

Please carefully read the following information to determine if the provisions apply to you. If you determine that the provisions are applicable, the Campaign Disclosure Form must be completed and returned to the City with your application.

No City Councilmember or other City official shall accept, solicit, or direct a campaign contribution of more than \$250 from any party¹ or agent² for 12 months after the City approves a contract. This prohibition commences when an application is filed, or a proceeding is otherwise initiated.

A party to a City proceeding shall disclose on the record of the proceeding any campaign contribution of more than \$250 by a party or agent to any City Councilmember or other City official during the preceding 12 months. No party to a City proceeding, or agent, shall make a campaign contribution to a City Councilmember or other City official during a proceeding and for 12 months after the City approves a contract.

A City Councilmember or other City official who received a campaign contribution of more than \$250 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding, and shall abstain from participating in the proceeding. However, if he or she returns the portion of a campaign contribution in excess of \$250 within 30 days of knowing about the contribution and the relevant proceeding, he or she may participate in the proceeding.

¹ "Party" is defined as any person who files an application for, or is the subject of, a proceeding.

² "Agent" is defined as a person who represents a party in connection with a proceeding. If an individual acting as an agent also is acting as an employee or member of a law, architectural, engineering, or consulting firm, or a similar entity or corporation, both the individual and the entity or corporation are agents. When a closed corporation is a party to a proceeding, the majority shareholder is subject to these provisions.

To determine whether you or your agent made a campaign contribution of more than \$250 to a City Councilmember or other City official within the preceding 12 months, you must aggregate all such contributions.

Names of current City Councilmembers and other City officials are available on the City's website. If you have questions about Government Code Section 84308, FPPC regulations, or the Campaign Disclosure Form, please contact the City Clerk.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

(a) Document:

- License
- Lease
- Permit
- Franchise
- Other Contract
- Other Entitlement

Name and address of any party, or agent, who has contributed more than \$250 to any City Councilmember or other City official within the preceding 12 months:

1. _____
2. _____
3. _____

(b) Date and amount of contribution:

Date _____ Amount \$ _____

Date _____ Amount \$ _____

(c) Name of City Councilmember or other City official to whom contribution was made:

1. _____
2. _____
3. _____

(d) Check here If no contributions have been made to any Councilmember or other City official in the preceding 12 months.

(e) I certify that the above information is provided to the best of my knowledge.

Printed Name _____

Signature _____

Date _____ Phone _____