



CITY of CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING**

**WEDNESDAY, AUGUST 23, 2023, 7:00 P.M.**

**100 CIVIC CENTER WAY**

**CALABASAS, CA 91302**

**HYBRID/ZOOM TELECONFERENCE**

[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

The meeting will be broadcast on CTV Channel 3 and the live stream of the meeting may be viewed online at [www.cityofcalabasas.com/ctvlive](http://www.cityofcalabasas.com/ctvlive).

Members of the public may join the meeting via Zoom teleconference using steps listed below:

From a PC, Mac, iPhone or Android device please go to:

<https://cityofcalabasas.zoom.us/j/81654640817?pwd=RGM3MlAxajhvRE5PQWZKT0V1STJvdz09>

Passcode: 692689

Webinar ID: 816 5464 0817

Or iPhone one-tap:

US: +16694449171, 816 5464 0817# or +16699009128, 816 5464 0817#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 444 9171 or +1 669 900 9128 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000

International numbers available: <https://us02web.zoom.us/j/81654640817?pwd=RGM3MlAxajhvRE5PQWZKT0V1STJvdz09>

Please access a [Guide to Virtual Meeting Participation](#) for more information on how to join City Council or Commission meetings.

The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. **In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting. Note: Any written materials submitted to the City Council are public record under the Public Records Act.**

Any legal action by an applicant, appellant, or other person, seeking to obtain judicial review of any City Council decisions may be subject to the 90-day filing period of, and governed by, Code of Civil Procedure sections 1094.5 and 1094.6.

## **CLOSED SESSION 6:00 P.M.**

1. Conference with Legal Counsel; Existing Litigation  
(Gov. Code Section 54956.9(d)(1))  
Case Names: TNHC Canyon Oaks LLC v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP01819; related to Building Industry Association of Southern California v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP02726

## **OPENING MATTERS**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance  
Approval of Agenda  
Report on Closed Session

## **ADJOURN IN MEMORY**

- Myra Turek

## **PRESENTATIONS**

- Fire Department update
- By the Sheriff's Department J-Team
- [By Rotary Club of Calabasas – Neighbors in Need](#)

## **ANNOUNCEMENTS/INTRODUCTIONS**

## **ORAL COMMUNICATION – PUBLIC COMMENT**

## **CONSENT ITEMS**

1. [Approval of August 9, 2023, meeting minutes](#)
2. [Recommendation to approve a Professional Services Agreement with Becker Arena Products in an amount of \\$195,620 for replacement of De Anza Sport Court Dasherboard System](#)
3. [Recommendation to award a five-year Professional Services Agreement to Newbury Park Tree Service, Inc. for landscape maintenance of City parks within the City of Calabasas for a not to exceed amount of \\$3,372,753.45](#)

4. Recommendation to award a five-year Professional Services Agreement to Newbury Park Tree Services, Inc. for landscape maintenance of public works street medians and certain sidewalk and parkway areas within the City of Calabasas in an amount not to exceed 3,471,522
5. Recommendation to approve a three-year Professional Services Agreement with All Terrain Landscaping, Inc. for landscape maintenance of the common areas of Calabasas Park Estates Homeowners Association within Landscape Lighting Act District 22 within the City of Calabasas in an amount not to exceed \$1,309,899.97
6. Adoption of Resolution No. 2023-1864, approving a Benefits Program for full-time permanent employees and rescinding Resolution No. 2022-1810
7. Adoption of Resolution No. 2023-1865, approving a salary schedule for full-time permanent employees and rescinding Resolution No. 2023-1860

#### **CONTINUED BUSINESS**

8. Discussion of option available to the City for On-Demand Microtransit Program Solutions

#### **INFORMATIONAL REPORTS**

9. Check Register for the period of July 29-August 11, 2023

#### **TASK FORCE REPORTS**

#### **CITY MANAGER'S REPORT**

#### **FUTURE INFORMATION/AGENDA ITEMS**

#### **ADJOURN**

The City Council will adjourn in memory of Myra Turek to a regular meeting on Wednesday, September 13, 2023, at 7:00 p.m.

**Rotary**  
Club of Calabasas



# Neighbors' In Need (NIN) Program A partnership program with The City of Calabasas and The Rotary Club of Calabasas August 23, 2023

Presented by Manny Fernandez  
Executive Director , Rotary Club of Calabasas

# Agenda

What is the Neighbors' In Need Program



What types of grants are there?



How is the program administered?



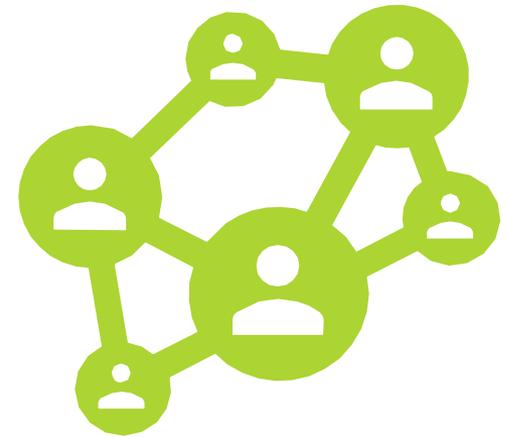
Why is it needed?



Who are the recipients?

# What is the NIN Program?

- ▶ The City of Calabasas developed this program in 2007
- ▶ Partnered with the Rotary Club of Calabasas to administer the program
  - ▶ Takes out the possibility of a “Conflict of Interest”
  - ▶ Avoids a potential embarrassing situation where an applicant is known to the City
  - ▶ Assures anonymity for the applicants



# What types of grants are there?

## ▶ ***Different types of grants***

- ▶ New last year - Outreach grant
- ▶ Up to \$500.00 – can be granted immediately
  - ▶ Lack of funds for groceries to feed the family
  - ▶ Clothing needs
  - ▶ Medical expenses/equipment needs
  - ▶ Bus/train pass funding
  - ▶ Vehicle repair expenses (such as tire replacement)
  - ▶ Education needs (such as books)



# Types of Grants

## ▶ **Emergency Grants**

- ▶ Most requested and is usually an immediate need
  - ▶ Extreme medical expenses
  - ▶ Immediate loss of housing
  - ▶ Disconnection of utilities
  - ▶ Inability to purchase of food & clothing
  - ▶ Loss of transportation to/from work



# Types of Grants

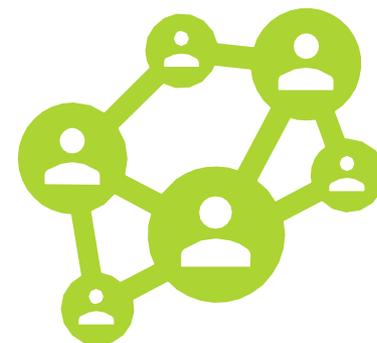
## ▶ **Support Grants**

- ▶ Similar to the Emergency Grants but
  - ▶ Gives support over a longer period of time
- ▶ Given to support ongoing, specific financial needs of an applicant
  - ▶ Extreme medical expenses
  - ▶ Inability to purchase of food & clothing
  - ▶ Immediate loss of housing
  - ▶ Loss of transportation to/from work
  - ▶ Disconnection of utilities
  - ▶ Inability to meet childcare expenses



# How Is It Administered?

- ▶ **City of Calabasas created a partnership with the Rotary Club of Calabasas**
- ▶ Applicants reach out to the Rotary Club of Calabasas
  - ▶ Through a variety of ways
    - ▶ Sometimes referred by a City staff member
    - ▶ Sometimes word of mouth from a previous recipient
    - ▶ Through our website or our Info telephone number
    - ▶ Cards have been distributed to
      - ▶ City areas, Sheriff and Fire station, School District offices, Boys & Girls Clubs and more



Rotary 

Home About Us ▾ Events ▾ Albums ▾ Service Projects ▾ Social Media ▾

JOIN! ▾ Members Only ▾ Calendar [DONATE COVID-19 Community Support](#)



\*\*\* REQUEST FOR A FINANCIAL ASSISTANCE GRANT \*\*\*

 **BANNERS**

*What's Happening at Calabasas Rotary?*

**Adopt a Senior / Child Family for the Holidays**




**Meeting Information**

Rotary   
Club of Calabasas

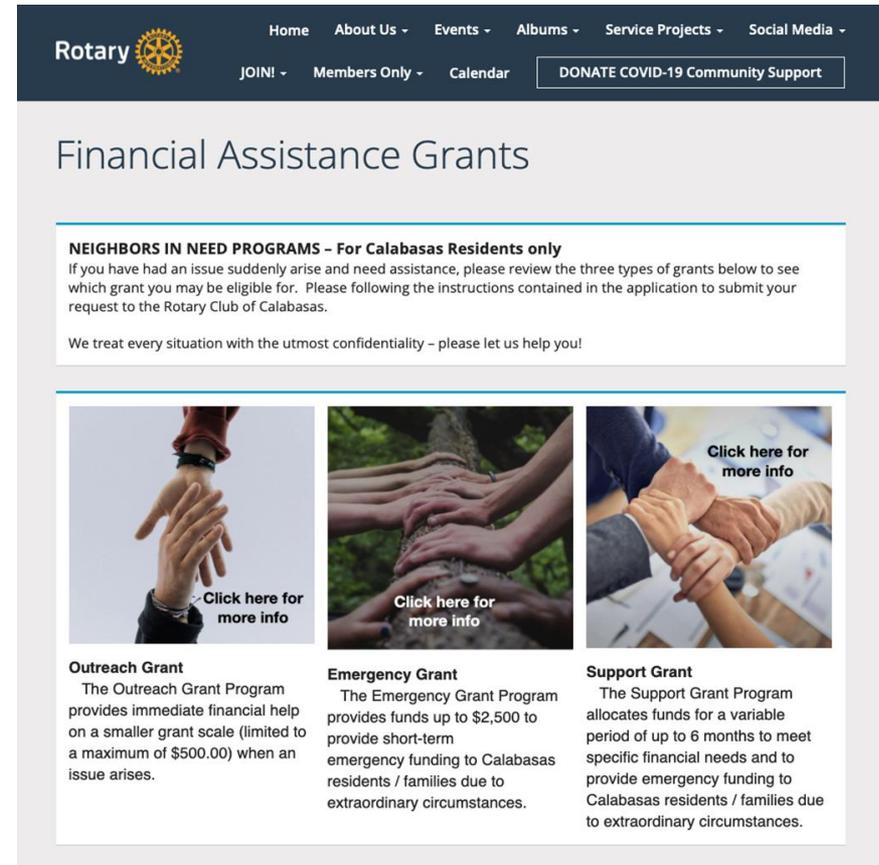
Our in-person meetings are two times per month,  
1st and 3rd Tuesdays,  
12:00pm  
The Six Chow House  
73536 Calabasas Road

# WEBSITE

Click on the information in the red strip to be taken to the program

# Financial Assistance Grant Card

- ▶ On the Rotary Club of Calabasas website
- ▶ Website
- ▶ Tel Number:
- ▶ (818) 564-6755



The screenshot shows the website's navigation bar with the Rotary logo and links for Home, About Us, Events, Albums, Service Projects, and Social Media. Below the navigation bar, there are links for JOIN!, Members Only, and Calendar, along with a prominent button for DONATE COVID-19 Community Support.

## Financial Assistance Grants

**NEIGHBORS IN NEED PROGRAMS – For Calabasas Residents only**  
If you have had an issue suddenly arise and need assistance, please review the three types of grants below to see which grant you may be eligible for. Please following the instructions contained in the application to submit your request to the Rotary Club of Calabasas.

We treat every situation with the utmost confidentiality – please let us help you!



[Click here for more info](#)

**Outreach Grant**  
The Outreach Grant Program provides immediate financial help on a smaller grant scale (limited to a maximum of \$500.00) when an issue arises.



[Click here for more info](#)

**Emergency Grant**  
The Emergency Grant Program provides funds up to \$2,500 to provide short-term emergency funding to Calabasas residents / families due to extraordinary circumstances.



[Click here for more info](#)

**Support Grant**  
The Support Grant Program allocates funds for a variable period of up to 6 months to meet specific financial needs and to provide emergency funding to Calabasas residents / families due to extraordinary circumstances.

# Confidentiality

- ▶ ***The Rotary Club of Calabasas takes its responsibilities extremely seriously***
  - ▶ All applicants are responded to as soon as possible
    - ▶ We aim to respond within hours of a request being received
  - ▶ All applicants and applications are treated with the utmost of confidentiality and dignity
  - ▶ A small group of Rotarians are available to meet and interview applicants
  - ▶ No names or information is EVER shared with anyone outside of the group of interviewers regarding recipients



# How Many have been helped?

- ▶ Since the inception of the program
  - ▶ Around 110 families/individuals helped
    - ▶ Variety of reasons, including but not limited to: rent relief, medical bills, car repairs, loss of utilities
  - ▶ 15 Community Organizations have benefitted from grants
    - ▶ These, in turn, benefit residents in need
  - ▶ 2023 alone we have seen an increase in requests
- ▶ Anticipating more needs arising as we see;
  - ▶ Increases in costs of food, gas, utilities, rent, insurance, and all the necessities in life
  - ▶ Rent moratoriums lifted with the ending of COV-ID

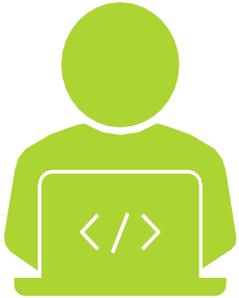
# Situations

- ▶ Emergency grant assisted parents with medical costs arising from a child's injuries
- ▶ Longtime resident with medical issues – Support grant allowed for purchase of much needed medication
- ▶ Broken water heater - Emergency grant gave means to the senior resident to repair flooded areas and replace water heater
- ▶ Longtime resident at risk of losing job due to broken down car – emergency grant enabled the repairs, and unemployment was avoided
- ▶ Resident behind on rent, temporarily out of work due to disability, needed assistance of an emergency grant while waiting for disability payments to kick in



# Situations.....

- ▶ Car repairs needed - Emergency Grant for A/C fix – resident able to continue to work as a delivery driver while going to school
- ▶ Emergency grant to stave off eviction - suffered loss of work during COVID - single disabled parent with 2 children in dire need of assistance, and avoided eviction
- ▶ Long term senior resident – water leak, no funds to repair – issued an Emergency grant and was able to fix the leak





# Thank You

- ▶ The Rotary Club of Calabasas & the Neighbors in Need Committee **always** mention that:
  - ▶ It is **The City of Calabasas** that provides this program and aid to residents
  - ▶ The Rotary Club is just the Administrator
  - ▶ Please ensure recipients thank the City Council
- ▶ BUT, with the wish to remain anonymous – hard for recipients to do!
- ▶ It is a tremendous, and rare, service that this City provides



# Thank You Received.....

- ▶ Thank you so much to the City of Calabasas and Calabasas Rotary Club. I appreciate all your kindness.
- ▶ Thanks again, so very, very much for this most blessed Outreach Grant on behalf of the City and Calabasas Rotary Foundation. And, what a touch of class for your member's unfathomable kindness to meet me today to personally deliver the check. The support and encouragement you all have provided has no monetary equivalent, and I am forever grateful! Hoping to share with you some good news soon!
- ▶ I would like to thank you for taking the time to review my application, and hear my situation. I'm tremendously grateful to you and the City of Calabasas for the generous grant, which has significantly lightened my financial burden concerning my vehicle repair expenses.

# And More.....

- ▶ Thank you again for your time and support, and I hope someday soon I'm put in a position where I can pay it forward."
- ▶ Thank you to the City of Calabasas for being able to provide financial support to me and my family. Your assistance has been able to relieve a lot of stress and allow me to continue working. I hope the Rotary Club continues to help the community of Calabasas."
- ▶ I cannot express my thanks for being able to receive this grant! It truly has been a life-saver! I hope to be able to volunteer and help the Rotary Club when I get back on my feet



# The Lives You touch

- ▶ Sometimes we never know how many lives we touch during any given day
- ▶ The Neighbors In Need program has touched many and;
- ▶ Made life just a little easier for these residents to go about their lives!
- ▶ Thank you City of Calabasas



Questions?

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, AUGUST 9, 2023**

Mayor Shapiro called the Closed Session to order at 6:00 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

Present: Mayor Shapiro, Mayor pro Tem Weintraub, Councilmembers Albrecht, Bozajian and Kraut

Absent: None

1. Conference with Legal Counsel; Anticipated Litigation  
(Gov. Code § 54956.9(d)(2))

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City. The following facts and circumstances known to potential plaintiff(s) regarding a transactional occurrence: City consideration of story poles policy modification request by Caruso Affiliated regarding pending housing project at 4719 Commons Way. (Gov. Code § 54956.9(e)(2))

2. Conference with Real Property Negotiator  
(Gov't Code §54956.8)

Property Address: 27040 Malibu Hills Rd., Calabasas, CA 91301  
Agency Negotiator: Kindon Meik, City Manager  
Negotiating Party: City of Agoura Hills  
Under Negotiation: Price and Terms of Payment

3. Conference with Legal Counsel; Existing Litigation (Gov. Code Section 54956.9(d)(1))

Case Names: THNC Canyon Oaks LLC v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP01819; related to Building Industry Association of Southern California v. City of Calabasas, et al., Los Angeles County Superior Court Case No. 21STCP02726

Mayor Shapiro called the Open Session to order at 7:05 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

Present: Mayor Shapiro, Mayor pro Tem Weintraub, Councilmembers Albrecht, Bozajian and Kraut

Absent: None

Staff: Ahlers, Bartlett, Green, Hernandez, Klein, Lockwood, McConville, Meik, Mendoza, Michitsch, Russo and Summers

## **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Adam Smith.

## **APPROVAL OF AGENDA**

Mayor Shapiro stated that the presentation by the Sheriff's J-Team would be postponed to a future meeting.

**Mayor pro Tem Weintraub moved, seconded by Councilmember Kraut to approve the agenda with modifications. MOTION CARRIED 5/0 as follows:**

**AYES:** Mayor Shapiro, Mayor pro Tem Weintraub, Councilmembers Albrecht, Bozajian and Kraut

## **CITY ATTORNEY REPORT ON CLOSED SESSION**

Mr. Summers reported that the City Council met in Closed Session to address Item Nos. 1-3. However, there were no reportable actions.

## **ADJOURN IN MEMORY**

- Peter Valk

Mayor Shapiro expressed condolences to the Valk family and presented a certificate of adjournment to the family.

Members of the Council expressed condolences to the Valk family.

The Valk family expressed gratitude to the Council for the tribute to Mr. Valk.

## **PRESENTATIONS**

- Sheriff's Crime Report - May and June 2023

Deputy Mason De Matteo presented the report.

## **SPECIAL ITEM**

1. Consideration and approval of appointment of Adam Smith (Kraut) to the Traffic & Transportation Commission

**Councilmember Albrecht moved, seconded by Councilmember Kraut to approve the appointment of Adam Smith to the Traffic & Transportation Commission.**

**MOTION CARRIED 5/0 as follows:**

**AYES:** Mayor Shapiro, Mayor pro Tem Weintraub, Councilmembers Albrecht, Bozajian and Kraut

2. Oath of Office for Adam Smith

Mayor Shapiro administered the Oath of Office to Mr. Smith.

**ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Mayor pro Tem Weintraub:

- Reminded everyone to drive with caution as classes return to session.
- Extended her thoughts and prayers to the residents of Maui.

Councilmember Albrecht:

- Reported that the hillside remediation at Park Ora has begun.
- Shared that the Fall Premier Recreation Brochure is now available.
- Extended an invitation to the Tech Help Wednesdays at the Calabasas Senior Center.

Councilmember Kraut:

- Extended an invitation to the Mayor’s Luncheon hosted by the Calabasas Chamber of Commerce at the Calabasas Country Club on August 17.

Mayor Shapiro:

- Congratulated staff for coordinating amazing Sunsets Summer Concerts at the Calabasas Lake. Additionally, he extended an invitation the last concert of the season on August 27.
- Wished City Attorney Matt Summers and Councilmember Kraut a wonderful birthday.

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

John Suwara, Jacy Shillan, Joanne Suwara read by Denise Miller, Frances Alet, Luressa Byrne, Priscilla Lee, James Bukowski, Mark Levinson, Jolene Strige, Norma Citron, Joe Chilco and Alexandros Mikrakis spoke during public comment.

**CONSENT ITEMS**

3. Approval of June 21 and 28, 2023, meeting minutes

4. Adoption of Resolution No. 2023-1855, establishing policies and procedures for compliance with Assembly Bill 2449 relating to teleconference participation in legislative meetings
5. Adoption of Ordinance No. 2023-402, amending Chapter 2.04 of the Calabasas Municipal Code relating to City Councilmember salaries
6. Adoption of Resolution No.2023-1863 designating Councilmember Kraut as the voting delegate and Councilmember Bozajian as the alternate voting delegate for the League of California Cities annual business meeting on September 22, 2023
7. Quarterly Investment Report for period ending June 30, 2023
8. Authorization to approve Amendment No. 4, extending the existing Professional Services Agreement with AppleOne Employment Services
9. Authorization to approve and add Amendment No. 2, for additional funding in the amount of \$130,000 to the professional Services Agreement with Sauce Creative Services Corp.
10. Library Commission recommendation to institute a \$100 library card fee for non-residents in jurisdictions without free reciprocal library borrowing privileges

Councilmember Bozajian requested Item Nos. 4, 5 and 10 be pulled from Consent.

Mr. Summers addressed the City Council regarding Consent Item Nos. 4 and 5.

Ms. Lockwood addressed the City Council regarding Consent Item No. 10.

**After discussion Mayor pro Tem Weintraub moved, seconded by Councilmember Bozajian to approve Consent Item Nos. 3-10. MOTION CARRIED 5/0 as follows:**

**AYES:** Mayor Shapiro, Mayor pro Tem Weintraub, Councilmembers Albrecht, Bozajian and Kraut

The meeting recessed at 8:11 p.m.

The meeting reconvened at 8:21 p.m.

## **NEW BUSINESS**

11. Call for Review of the Planning Commission's decision not to approve a request to modify the City's Story Pole requirements for a proposed mixed-use project located at 4799 Commons Way. The Planning Commission voted not to approve the requested modifications at the public meeting held on July 6, 2023

Mr. Klein presented the report.

Ms. Chris Robertson, Caruso's Vice President, Planning, Government and Community Relations, addressed the City Council on behalf of the applicant.

Priscilla Lee, Greg Byrne, John Suwara, Joanne Suwara read by Denise Miller, Frances Alet, Anita McQuillan, Moran Nachum, Navin Parmar, Julie Hsieh, Joe Chilco, Amanda Weiss, Randi Fenchurch and Pat Maginnis provided public comment.

**After extensive discussion Mayor pro Tem Weintraub moved, seconded by Councilmember Albrecht to approve a request to modify the City's Story Pole requirements for a proposed mixed-use project located at 4799 Commons Way. Mayor Shapiro requested to amend the motion to include that the applicant must have a representative available at Civic Center during set hours to assist the public with general questions. Mayor pro Tem Weintraub stated that the hours of operation shall be at the discretion of the Planning Department and applicant. MOTION CARRIED 4/1 as follows:**

AYES: Mayor Shapiro, Mayor pro Tem Weintraub, Councilmembers Albrecht and Bozajian  
NOES: Councilmember Kraut

The meeting recessed at 10:25 p.m.

The meeting reconvened at 10:34 p.m.

## **CONTINUED BUSINESS**

12. Review and direction from Council on Law Enforcement Services levels provided by the LA County Sheriff's Department

Mr. Meik presented the report.

Captain Seetoo addressed the City Council

**The City Council provided direction to staff.**

## **INFORMATIONAL REPORTS**

13. Check Register for the period of June 17-July 28, 2023

**No action taken on this Item.**

## **TASK FORCE REPORTS**

Councilmember Albrecht reported that Councilmember Kraut and he met with Headwaters Corner Board of Directors and hope to reach a lease agreement in the near future.

Councilmember Kraut reported his participation in a Records Retention meeting to review policies and procedures. He also reported he attended the annual Installation Ceremony hosted by the League of California Cities and congratulated Councilmember Bozajian for being appointed to the State Board as the LA County representative.

Councilmember Bozajian reported he attended the annual California Joint Powers Insurance Authority meeting. He also reported he attended an AHCCC meeting on July 27.

Mayor pro Tem Weintraub reported she attended an Economic Development meeting hosted by the Valley Economic Alliance Board as well as a COG meeting.

Mayor Shapiro reported he attended various SCAG meetings and an Economic Development meeting hosted by the Valley Economic Alliance Board. Additionally, he reported that the VICA Local Officeholders Luncheon has been postponed to September. Lastly, he reported he attended the Attorneys Forum hosted by the Calabasas Chamber of Commerce.

## **CITY MANGER'S REPORT**

Mr. Meik thanked the City Council for their participation in the 4<sup>th</sup> of July events. He expressed appreciation to Community Services staff for their fantastic work. Additionally, he shared that City full-time employees were sworn-in as Disaster Service Workers on August 9. Lastly, he reported that Code Enforcement, Building and Safety and Public Works personnel will now be using uniforms.

## **FUTURE AGENDA ITEMS**

Mayor pro Tem Weintraub requested that the Environmental Commission establish a program that recognizes sustainable homes and to bring back the Green Business program. Mayor Shapiro also supported the request.

Councilmember Bozajian reiterated his request for an update regarding airport noise issues.

**ADJOURN**

The City Council adjourned at 11:10 p.m. in memory of Peter Valk to a regular meeting scheduled on Wednesday, August 23, 2023, at 7:00 p.m.

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*



**CITY of CALABASAS**  
**CITY COUNCIL AGENDA REPORT**

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**DATE:** July 26, 2023

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ERICA L. GREEN, COMMUNITY SERVICES DIRECTOR

**SUBJECT:** AUTHORIZATION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BECKER ARENA PRODUCTS IN THE AMOUNT OF \$195,620 TO MANUFACTURE AND INSTALL A NEW DASHER BOARD SYSTEM ON THE SPORT COURT AT DE ANZA PARK

**MEETING DATE:** AUGUST 23, 2023

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**SUMMARY RECOMMENDATION:**

That the City Council approve the Professional Services Agreement with Becker Arena Products, Inc. in the amount of \$195,620 to provide a new dasher board system for roller hockey on the sport court at De Anza Park. The new dasher board system is part of the renovation of the sport court to accommodate three sports - roller hockey, basketball and pickleball.

**BACKGROUND:**

The sport court at De Anza Park is currently home to youth and adult basketball as well as roller hockey. Over the years, the condition of the court surface, the six basketball goals and the dasher board, which is required for roller hockey, have all deteriorated and are in need of replacement. At the August 24, 2022, meeting, the City Council directed staff to renovate the sport court to make it available to accommodate basketball, roller hockey and pickleball. Council also approved a Capital Improvement Program budget of \$260,000 with \$140,000 from American Rescue Plan Act funds and \$120,000 from LA County Regional Parks and Open

Space District (RPOSD) grant funds. Staff recently received grant approval from LA County RPOSD to allow reimbursable expenditures for the dasher board system.

Staff researched contractors to provide the dasher board system recommended by the roller hockey stakeholders, new adjustable basketball goals and a new court surface with game lines to accommodate basketball, roller hockey and pickleball.

Staff found four companies in North America that could provide the dasher board system to meet the dimensions of the De Anza sport court. Of the four companies, only one is located in the United States and able to meet the State of California prevailing wage requirements. Due to these findings staff have prepared a Waiver of Bid requirement to sole source the vendor.

If this Professional Services agreement is approved, the dasher boards will be manufactured offsite and shipped directly to De Anza Park in early November. Once they arrive, Becker Arena Products will need approximately three weeks to remove the old dasher board system and install the new one.

**DISCUSSION/ANALYSIS:**

Staff are creating the Professional Service Agreements for the court resurfacing and painting and for the purchase and installation of six new adjustable basketball goals.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Council approved CIP Project: \$120,000 from grant funds and \$75,620 from ARPA funds for a total of \$195,620.

**REQUESTED ACTION:**

That City Council authorize and approve the Professional Services Agreement with Becker Arena Products, Inc. to provide the new dasher board system for the sport court at De Anza Park.

**ATTACHMENTS:**

Professional Services Agreement with Becker Arena Products, Inc.

ITEM 2 ATTACHMENT  
**PROFESSIONAL SERVICES AGREEMENT**  
**Providing for Payment of Prevailing Wages**

City of Calabasas/Becker Arena Products, Inc.

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas a California Municipal Agency (“City”), and Becker Arena Products, Inc., a Minnesota Corporation (“Contractor”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a Contractor: Installation, inspection and maintenance of a new dasher board system at De Anza Park.
- 2.2 Contractor 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. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s **August 1, 2023** bid to City, attached hereto as Exhibit A, and as further specified in the **Dasher Board System** Proposal Dated **August 1, 2023**, including all project specifications and requirements, and all referenced documents, stated therein, attached hereto as Exhibit B. All of the provisions of the Scope of Services are made a part hereof as though fully set forth herein.
- 3.2 “Commencement Date”: August 24, 2023
- 3.3 “Expiration Date”: August 24, 2024

**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. CONTRACTOR'S SERVICES

- 5.1 Contractor shall perform the services identified in the Scope of Services, as further specified in the **Dasher Board System** Proposal Dated **August 1, 2023**, including all project specifications stated therein. 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 Contractor under this Agreement exceed the sum of **One Hundred Ninety-Five Thousand Six Hundred and Twenty Dollars (\$195,620.00)** unless specifically approved in advance and in writing by City. **Contractor shall receive 45% upon placement of the order, 45% 10 days prior to delivery and the remaining 10% upon delivery and installation.**
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor 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 Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Perry Coleman** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (2) Subsurface or latent physical conditions at the site differing from

those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

5.6 The Contractor shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the contract. In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided in the Agreement but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

5.7 In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

## 6. COMPENSATION

6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Scope of Services. Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work. Such unforeseen difficulties or obstructions includes any act of God, the elements, strike, walkout, or any other cause beyond Contractor's reasonable control that occurs before City accepts the work as complete.

6.2 Contractor expressly agrees that it shall look solely to City for payment under this

Agreement.

- 6.3 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Contractor may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material (“written products” herein) developed by Contractor 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. Contractor 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 Contractor.

## **8. RELATIONSHIP OF PARTIES**

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor 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 Contractor or any of Contractor’s employees, except as set forth in this Agreement. Contractor 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

Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor 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 Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.
- 10.3 To the fullest extent permitted by law, Contractor shall also indemnify, hold harmless and defend the Cities of Agoura Hills and Calabasas, and their 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 Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of either Cities' choice.
- 10.4 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.5 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

- 10.6 Contractor 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 Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor 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 Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.7 City does not, and shall not, waive any rights that it may possess against Contractor 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, Contractor 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 Contractor'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 Contractors, 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), combined single limit, per accident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's

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

- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Contractor 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 Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor 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. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor 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. Contractor 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 Contractor 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 Contractor’s insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor’s employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor 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, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor’s liability or as full performance of Contractor’s duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Attn: Erica Green  
Telephone: (818) 224-1654

If to Contractor:

Becker Arena Products, Inc.  
720 Innovation Dr.  
Shakopee, MN 55379  
Attn: Perry Coleman  
Telephone: (952) 890-2690  
Email: perry@recsportsproducts.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 Contractor. Contractor shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor 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 Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

## **18. GENERAL PROVISIONS**

- 18.1. Contractor 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 Contractor.
- 18.2. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4. The waiver by City or Contractor 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 Contractor unless in writing.
- 18.5. Contractor shall not be liable for any failure to perform if Contractor

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 Contractor.

- 18.6. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8. This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor 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 Contractor.

- 18.10. This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the contractor, for the response to such claims by the contracting public agency, for a mandatory meet and confer conference upon the request of the contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.
- 18.11. This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Contractor from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.
- 18.12. Pursuant to § 9550 of the California Civil Code, a payment bond is required to be submitted for all projects estimated in excess of \$25,000
- 18.13. Contractor shall execute a performance bond for the total amount of the Agreement as specified in the format attached to this Agreement.

**19. PREVAILING WAGES**

19.1 City and Contractor acknowledge that this Agreement is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this Agreement is included in the price for all contract items of work involved. This Agreement is subject to prevailing wage law, including, but not limited to, the following:

19.1.1 The Contractor shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor 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 Agreement employed in the execution of the work by Contractor or by any subcontractor of Contractor 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 Contractor.

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

19.1.3 Pursuant to Labor Code § 1725.5, Contractor and any subcontractor must be registered with the California Department of Industrial Relations for any bid proposal submitted on or after March 1, 2015, and for any contract for public work entered into on or after April 1, 2015. Further, this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

19.1.5 Notwithstanding anything to the contrary, Contractor shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.”

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

19.2.1 Contractor shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry,

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

- 19.3 This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

**20. Dispute Resolution**

- 20.1 All disputes arising out of this Agreement are subject to a mandatory step-by-step claims submission and evaluation process as a precondition to legal action in accordance with Public Contracts Code § 9204.
- 20.2 Any court action arising out of this Agreement shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this Agreement shall be heard in the County of Los Angeles.
- 20.3 AGENCY shall have full City to compromise or otherwise settle any claim relating to this Agreement or any part hereof at any time. City shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Agreement. City shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.
- 20.4 This Agreement is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set

forth herein.

**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**

**“Contractor”**  
**Becker Arena Products, Inc.**

By: \_\_\_\_\_  
David Shapiro, Mayor

By: \_\_\_\_\_  
Andrew McRae, Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Erica Green, Community Services Director

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Maricela Hernandez, City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Matthew T. Summers  
Calabasas City Attorney

Date: \_\_\_\_\_

## EXHIBIT A SCOPE OF WORK

Demolition and removal of the existing dasher board system.

Installation of the new dasher board system. The new system will be fabricated in the Consultant's factory and shipped to the site. Contractor will install it once it arrives on site.

Total price, including prevailing wages - \$195,620.00

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

Demolition and removal of the existing dasher board system.

Installation of the new dasher board system. The new system will be fabricated in the Consultant's factory and shipped to the site. Contractor will install it once it arrives on site.

Total price, including prevailing wages and all bonding - \$195,620.00

# NON-COLLUSION AFFIDAVIT

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address  
\_\_\_\_\_

Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By: \_\_\_\_\_  
(Signature)

(Title)

Attest:

By: \_\_\_\_\_  
(Signature)

(Title)

**PAYMENT BOND  
CITY OF CALABASAS  
NEW DASHER BOARD SYSTEM FOR DE ANZA PARK**

WHEREAS, the City of Calabasas, as City has awarded to Becker Arena Products, Inc., as Contractor, a contract for the above-stated project;

AND WHEREAS, Contractor is required to furnish a bond in connection with the contract, to secure the payment of claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto City in the sum of **One Hundred Ninety-Five Thousand Six Hundred and Twenty Dollars (\$195,620.00)**, which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if Contractor, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the Contractor and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the plaintiffs and City in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the specifications accompanying it shall in any manner affect Surety's obligations on this bond. The Surety hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies City may have.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR\*    CONTRACTOR's Signer's Name, Title \_\_\_\_\_  
                          CONTRACTOR's Business Name \_\_\_\_\_  
                          Mailing Street Address \_\_\_\_\_  
                          City, State, Zip Code \_\_\_\_\_  
                          Telephone # \_\_\_\_\_  
                          Date: \_\_\_\_\_

Surety\*            Surety Signer's Name / Title \_\_\_\_\_  
                          Surety's Business Name \_\_\_\_\_  
                          Mailing Street Address \_\_\_\_\_  
                          City, State, Zip Code \_\_\_\_\_  
                          Telephone # \_\_\_\_\_  
                          Date: \_\_\_\_\_

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**FAITHFUL PERFORMANCE BOND  
CITY OF CALABASAS  
NEW DASHER BOARD SYSTEM FOR DE ANZA PARK**

KNOW ALL PERSONS BY THESE PRESENTS That Becker Arena Products, Inc., hereinafter referred to as "Contractor" as Principal, and \_\_\_\_\_, hereinafter referred to as "Surety", a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the City of Calabasas, hereinafter referred to as the "City" in the sum of **One Hundred Ninety-Five Thousand Six Hundred and Twenty Dollars (\$195,620.00)**, which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas Contractor has been awarded and is about to enter into a Contract with City to perform all work required pursuant to the contract documents for the project entitled: **New Dasher Board System**, which Contract is by this reference incorporated herein, and is required by City to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if Contractor and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release Contractor or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either Contractor or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by City and judgment is recovered, said Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the Court.

(Continued on Next Page)

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the dates set forth below:

CONTRACTOR\*    CONTRACTOR's Signer's Name, Title \_\_\_\_\_  
                          CONTRACTOR's Business Name \_\_\_\_\_  
                          Mailing Street Address \_\_\_\_\_  
                          City, State, Zip Code \_\_\_\_\_  
                          Telephone # \_\_\_\_\_  
                          Date: \_\_\_\_\_

Surety\*            Surety Signer's Name / Title \_\_\_\_\_  
                          Surety's Business Name \_\_\_\_\_  
                          Mailing Street Address \_\_\_\_\_  
                          City, State, Zip Code \_\_\_\_\_  
                          Telephone # \_\_\_\_\_  
                          Date: \_\_\_\_\_

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)

**MAINTENANCE BOND  
CITY OF CALABASAS  
NEW DASHER BOARD SYSTEM FOR DE ANZA PARK**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as City has awarded to Becker Arena Products, Inc., as Contractor, a contract for the above-stated project.

AND WHEREAS, Contractor is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held firmly bound unto AGENCY in the sum of **One Hundred Ninety-Five Thousand Six Hundred and Twenty Dollars (\$195,620.00)**, which is 100 percent (100%) of the total contract amount for the above-stated project to be paid to City, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if Contractor shall remedy without cost to City any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, Surety will pay reasonable attorneys' fees to the City in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals as of the date set forth below:

CONTRACTOR*	CONTRACTOR's Signer's Name, Title _____ CONTRACTOR's Business Name _____ Mailing Street Address _____ City, State, Zip Code _____ Telephone # _____ Date: _____
Surety*	Surety Signer's Name / Title _____ Surety's Business Name _____ Mailing Street Address _____ City, State, Zip Code _____ Telephone # _____ Date: _____

\*Provide CONTRACTOR and Surety name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney and Notary Acknowledgement must be attached. Seals and dates of signing must also be included.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (SEAL)



720 Innovation Drive  
Shakopee, Minnesota, USA 55379  
Tel: 952-890-2690  
beckerarena.com

**Customer #:**  
**Date: August 1, 2023**  
**Quotation #: RST230221-2** **Rev 4**  
**Proposal Expiration Date: March 30, 2023**  
**Sales Consultant: Perry Coleman**  
**T: 604.583.3101**  
**E: Perry@Recsportproducts.com**

**Prepared For:** **Project Location:**  
**Aimee Haber** **Calabasas CA**  
**City of Calabasas CA**  
**T: 818.880.6461**  
**E: ahaber@cityofcalabasas.com**

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

**Benefits of Choosing to Partner with Becker Arena Products**

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects – Guaranteed

**ATHLETICA 5.0 PRO-SERIES OUTDOOR DASHER BOARD SYSTEM**

Becker Arena Products shall furnish and install the following new custom-built Athletica 5.0 Pro-Series Aluminum outdoor dasher board system. Pricing is based on the information provided and will include the following items and features.

**MAIN RINK SIZE: 180'x 95'x 10' RADIUS**

**DASHER FRAMING W/UV STABILIZED POLY FACING AND KICK PLATE - POLYETHYLENE**

**CAP Rail**

- Rink Size: 180'x 95'x 10' radius – 533 lineal feet of 42" high 5" wide Athletica Sports Systems anodized aluminum frame dasher boards, ring only.
- 1/2" white UV stabilized poly dasher facing, Poly cut into 4' sections for expansion and contraction.

- 1/2" x 8" high yellow UV stabilized poly kick plate
- 1/2" white UV stabilized high-density polyethylene cap rail.
- UV stabilized colored game line in the dasher facing.
- All panels pre-assembled.
- Plastic attached with # 1/4-20 FHMS. All fasteners color matched, and zinc plated.
- Vertical dasher supports to be drilled and epoxy anchored directly into the existing concrete slab.

## **GATES**

- Four 36" wide box gates with 8" high thresholds.
- 1" thick high-density polyethylene on access gate thresholds.
- Two 48" wide access gate with heavy duty hinges, push button latches, wheeled castors, and 0" high thresholds for level floor ADA access.

## **PLAYER, PENALTY AND TIMEKEEPER'S AREA**

- Number of Boxes – two (existing)
- 14' 0" long with 4' 0" between the boxes
- Water bottle Shelf: 3/8" White to height of mid-stringer in Players Boxes
- Player, Penalty, and Time Box interiors, back & divider walls, and chain link fencing is existing.

## **UPPER CONTAINMENT**

- **Ends & Radii:** 72" high 2", 6 ga. galv. fencing - No vinyl coating.
- **Players Box Side:** 72" high 2", 6 ga. galv. fencing - No vinyl coating. Fencing is not included in front of the players box areas. Fencing on the box back and side walls is existing.
- **Opposite Side:** 72" high 2", 6 ga. galv. fencing - No vinyl coating.
- **Pockets:** 6 "pockets" (3 on each side) in the fencing to allow for the existing basketball goal posts.
- **Fencing Supports & Finish:** 1 11/16" diameter hot dipped galvanized posts and rails c/w caps, line posts & tension bars.  
Standard galvanizing for mesh (non-coated) is 1.2oz / sf.

## **PROTECTIVE SAFETY NETTING**

- Black nylon netting above the chain link fencing on the south end only (including corners) to a height of 72" above the fencing.
- Netting is hung from extended fence posts.

## **PRE-FABRICATION SITE SURVEY**

- Becker Arena Products will provide 1 Specialized Becker trained Dasher Technician to survey the site, confirm details and measurements required for preparation of production

drawings, and determine and discuss any existing site issues prior to production of the shop drawing.

**REMOVAL OF EXISTING DASHERS**

- Becker Arena Products will remove the existing dasher system and chain-link fencing and place them in containers provided by the City of Calabasas. Disposal and all related permits, disposal and recycling costs are the responsibility of the City of Calabasas. Price is based on removal of dashers on the same trip as the installation of a new Pro Series Dasher System.

**DRAWINGS**

- 1 complete set of as built drawings including the dasher and anchor layouts.

**BONDING**

- Payment Bond, Performance Bond and Maintenance Bond is included.

**COMPLETE INSTALLATION –**

- Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system. Price includes installation labor (**Non-union labor / Non- prevailing wage rate**), all travel, lodging, per diem and a forklift.

**TOTAL PRICE F.O.B. CALABASAS CA \$184,375.00 USD**                      **Accept \_\_\_\_\_**

**OPTION 1**

**COMPLETE INSTALLATION –**

Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system. Price includes installation labor (**using California Prevailing Wage Requirements wage rate effective at the time of this quote**), all travel, lodging, per diem and a forklift.

**TOTAL PRICE F.O.B. CALABASAS CA \$195,620.00 USD**                      **Accept \_\_\_\_\_**

By: \_\_\_\_\_  
Perry Coleman – Field Sales Representative

**If you require any additional information, please contact Perry Coleman at 604.583.3101 or via email at [perry@recsportproducts.com](mailto:perry@recsportproducts.com)**

**Please Note: Taxes are the responsibility of the purchaser.** Prices do not include special insurance requirements, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable, it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

**Material Price Escalation & De-Escalation Clause (Due to the volatility of all components of the above dasher board system)**

- In the event that the price of any of the material(s) used in the Becker Arena Products, Inc. production of the above product increase or decrease by 3% or greater from the price used for that material(s) at the time the quote was signed, then the price for the material(s) in the contract between Becker Arena Products, Inc. and the purchaser shall be increased or decreased to reflect the additional or reduced cost to obtain that material or materials. Purchaser agrees that Becker Arena Products, Inc. shall be entitled to an adjustment to the contract price to reflect and price increases of material(s) that occur because of Becker Arena Products, Inc. incurring additional costs when ordering materials.

All payment terms are based on credit approval.

**Our Standard Payment terms are:**

45% due upon placement of order	(\$ _____)
45% due 10 days prior to delivery	(\$ _____)
10% due upon delivery and installation	(\$ _____)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign, and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal, or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Today's Date

\_\_\_\_\_  
Becker Arena Products, Inc.

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Jeff Brosz

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Today's Date

**BECKER ARENA PRODUCTS INC. STANDARD TERMS AND CONDITIONS OF SALE - EFFECTIVE JANUARY 2021**

**1. Definitions.** In these terms "Seller" means the seller of the Goods as defined herein; "Buyer" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products and materials manufactured, imported, supplied and/or delivered for or by Seller to Buyer, as such were approved by Seller in reply to Buyer's order and accordingly listed in the Approval of Order; "Approval of Order", in respect of any Buyer's order, means the instrument issued by Seller, bearing the same reference number of such order and specifying, *among any other terms*, the items of Goods, including their respective price and quantity, which shall be supplied to Buyer upon such order; "Contract" means the contract for the supply of Goods which have been ordered by Buyer and specified in Seller's Approval of Order, which contract is concluded based on these Terms and Conditions of Sale unless otherwise specified in the Approval of Order.

**2. Payment.** Payment for Goods shall be due on or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date thereof shall bear a service charge from their due date, at the maximum lawful interest rate applicable, and if none – at the annual rate of 5% above the base rate from time to time of the central bank of the place of Buyer's incorporation. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.

**3. Prices, Duties and Taxes.** Prices specified in the Approval of Order are net, excluding packaging, and shall be deemed Ex-works (Incoterms 2000 as amended). Prices are based, inter alia, on production costs for supplies, labor, deliveries, duties, and services current on the order date. In the event of material increase in any such costs, Seller reserves the right either to adjust the prices for Goods accordingly, or to cancel any certain part of the sales relating to undelivered Goods. Duties, taxes, fees, levies and other compulsory payments applicable to the sale of Goods any time, as well as freight, express, insurance and delivery charges, shall all be borne and paid in full by Buyer, unless otherwise expressly stipulated.

**4. Delivery.** Delivery dates noted on the Approval of Order are estimates only, and are not guaranteed, and are all subject to adjustment as determined by the Seller acting reasonably. The acceptance of shipment by a common carrier or by any licensed public truckman shall constitute proper delivery. Risk associated with the Goods shall pass to Buyer on delivery or with the passing of title in the Goods, whichever occurs first; provided however, that where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch.

**5. Retention of Title.** Title shall pass to Buyer only upon full payment by Buyer for the Goods and following payment of any other outstanding debt by Buyer to Seller. Buyer shall, at Seller's request, take any measures necessary under applicable law to protect Seller's title in the Goods, and lawfully notify Buyer's present or potential creditors of Seller's title on and interest in the Goods. Buyer acknowledges that so long as title has not been transferred in the Goods, it holds the Goods as bailee and fiduciary agent for the Seller and shall safely and securely store and keep the Goods separate and in good condition, clearly showing the Seller's ownership of the Goods and shall respectively record the Seller's ownership of the Goods in its books. Notwithstanding the above, Buyer may use Goods for its own use, or sell Goods, as fiduciary agent for the Seller, to a third party in the normal course of business by bona fide sale at market value, whereby proceeds of such usage or sale of Goods, as the case may be, shall, to the extent of the amount being owed by Buyer to Seller at the time of receipt of such proceeds, be held by Buyer on trust for Seller and specifically ascertained, until payment in full for all payable debts by Buyer to Seller.

**6. Warranty.**

a) If applicable, Seller warrants that Goods as set out in the warranty applicable thereto given by Seller to Buyer, subject always to the terms and conditions thereof, and subject to use, storage and application thereof in accordance with and based on Seller's standard tolerances, instructions of use and recommendations. b) Unless otherwise restricted by mandatory applicable law, THE WARRANTY SET FORTH HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY AND FITNESS FOR USE AND FOR PURPOSE, ANY ADVICE AND RECOMMENDATION AND ANY OBLIGATIONS OR LIABILITIES WHICH MAY BE IMPUTED TO SELLER, ANY AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED, DENIED AND EXCLUDED. BUYER EXPRESSLY AGREES THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY BUYER AND/OR BY ANYONE ACTING ON BUYER'S BEHALF AND/OR BY ANYONE DERIVING THE LEGALITY OF ITS CLAIM FROM BUYER, NOR THAT WILL ANY SUCH WARRANTY BE VALID. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, USE OR HANDLING OF ANY AND ALL GOODS SPECIFIED OR CONTEMPLATED BY THIS CONTRACT. NO WARRANTY IS MADE WITH RESPECT TO ANY OF THESE GOODS WHICH HAVE BEEN SUBJECT TO ACCIDENT, NEGLIGENCE, ALTERATION, IMPROPER CARE, IMPROPER STORAGE, IMPROPER MAINTENANCE, ABUSE OR MISUSE.

**7. Claims and Liability.**

a) Unless Seller shall within 30 days after delivery of the Goods, receive from Buyer written notice of any matter or thing by reason whereof it is alleged that Goods are not in accordance with the Contract, Goods delivered shall be deemed to have been supplied, delivered and accepted in all respects in full conformity with the Contract and Buyer shall be entitled neither to reject the same nor to raise any claim for damages or for other remedy in respect of any alleged negligence and/or breach of warranty and/or any condition. b) In any claim, brought subject to the conditions above, Buyer must prove to the satisfaction of Seller that it followed Seller's instructions for use, care, storage, maintenance, handling and application of the Goods. c) Unless otherwise specifically restricted by mandatory applicable law, Seller's liability under any claim and in connection with any possible allegation, whether based on negligence, contract, or any other cause of action, shall, if the Seller shall be liable hereunder, be limited to either (i) the replacement of the Goods or the supply of equivalent goods; (ii) the repair, or payment of the cost of repair, of the Goods; or (iii) credit in an amount equal to the purchase price specified in Seller's pertinent invoice, or in an amount of equivalent goods, all at Seller's sole option. Buyer acknowledges that the remedy available to him as specified herein, is in lieu of any remedies that may be otherwise available to him, now or in the future, whether in law or in equity, relating to any loss or damage, whether directly or indirectly, arising from the purchase and/or the use of Goods, including without limitation, any actual or contingent damages, loss of production, loss of profit, loss of use, loss of contracts or any other consequential or indirect loss whatsoever, whether pecuniary or non-pecuniary, and it is acknowledged and agreed by Buyer that in no circumstances shall Seller be liable for any such damages. Should any limitation on Seller's liability hereunder be held ineffective under applicable law, then Seller's liability shall in any event be limited to the minimum amount of damages to which Seller may limit its liability, where such is greater than the purchase price as specified in Seller's pertinent invoice. Additionally, any action against Seller must be commenced within one year after the cause of action accrues. d) Buyer, for himself and for any other party which may claim either under or through Buyer, or independently of Buyer, including Buyer's employees, directors, officers, representatives and personnel, shall indemnify and hold Seller harmless, from and against any claim or liability for damages in any way relating to the supply or use of the Goods, including claims for negligence and including but not limited to, any claim in connection with the design, manufacture, use, care, storage, delivery, application or maintenance of any Goods sold hereunder, whether alleged to have been committed by Seller or by any other person whatsoever. Buyer's undertaking as specified in this subsection shall extend and inure to the benefit of Seller and of Seller's successors at any time, as well as to Seller's personnel, representatives, managers, directors and officers. Nothing contained herein shall take effect to exclude or limit liability where liability may not be excluded or limited under applicable law, including, without limitation, for death, personal injury and fraudulent misrepresentations. e) Any and all warranties, undertakings, guarantees, or assurances provided herein by Seller, are specifically limited to Buyer herein, and not imputed by Seller, whether directly or indirectly, expressly or impliedly, to any other person or entity, including any subsequent buyer or user, bailee, licensee, assignee, employee and agent of Buyer.

**8. Default.** Upon failure of Buyer to pay any amounts due to Seller, or in the event of any breach or anticipated breach by Buyer of any Contract with Seller, or if Buyer shall either (i) become insolvent, (ii) call a meeting of its creditors, or (iii) make any assignment for the benefit of creditors, or if (iv) a bankruptcy, insolvency, reorganization, receivership or reorganization proceeding shall be commenced by or against Buyer, then, in each such occasion, Seller may, at its sole discretion, opt to (1) cancel this and any other Contract with Buyer (without waiving any of Seller's rights to pursue any remedy against Buyer); (2) claim return of any Goods in the possession of Buyer, the title of which has not passed to Buyer, and enter Buyer's premises (or the premises of any associated company or agent where such Goods are located), without liability for trespass or any alleged damage, to retake possession of such Goods; (3) defer any shipment hereunder; (4) declare forthwith due and payable all outstanding bills of Buyer under this or any Contract; and/or (5) sell all or part of the undelivered Goods, without notice at public and/or on private sale, while Buyer shall be responsible for all costs and expenses of such sale and be liable to Seller for any shortfall in the discharge of the amounts due to Seller. **9. Independent Delivery.** Each delivery of Goods shall (without prejudice to Seller's rights under clause 8 hereinabove) be considered a separate contract and the failure of any delivery shall not vitiate any contract as to deliveries of other Goods and payment therefor.

**10. Cancellation.** Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.

**11. No-Assignment.** No rights or obligations of Buyer arising out of this Contract may be assigned without the express prior written consent of Seller.

**12. Force Majeure.** Should Seller be prevented from effecting deliveries of the Goods or any of them by reason of either an act of god, insurrection, riot, war hostilities, terror attacks, warlike operations, piracy, arrests, restraints or detentions by any competent authority, strikes or combinations or lock-out of workmen, fire, floods, droughts, earthquakes, permanent or temporary delay or inability to obtain labor, material or services through Seller's usual and regular sources, or any other circumstances (whether of a nature similar to those specified, or not) beyond the absolute control of the Seller, then, in each such cases, the obligation of the Seller to effect deliveries hereunder shall be suspended until after such prevention shall cease to continue. Should any deliveries under this Contract be suspended under this clause for more than 90 days – either party may withdraw from this Contract and be relieved from any liability; provided however, that Buyer shall nevertheless accept delivery and pay for such Goods once the Seller is able to deliver in accordance with the period(s) of shipment named in this Contract. Seller shall not be liable for, and be relieved from, any loss or damages of any kind resulting from the causes mentioned hereinabove.

**13. Advice.** Any provisions specified or implied by herein or elsewhere notwithstanding, any advice, recommendation, information, assistance or service provided by Seller in relation to the Goods or in respect of their use or application is given in good faith, shall be deemed accepted by Buyer without imputation of any liability to Seller, and it shall be the responsibility of Buyer to confirm the accuracy and reliability of the same in light of the use of which Buyer makes or intends to make of the Goods.

**14. Entire Agreement.** This Contract merges the entire terms and conditions for sale of the Goods. In the event of any conflict between the terms herein and any provisions included in the Approval of Order, the latter shall govern and prevail. Subject to the foregoing, nothing specified in, or referred to by, any other document, record or instrument whatsoever, which relates to and/or which otherwise subsists in connection with the sale of Goods herein, whether expressly or impliedly, including any written order, request or other standard or specific terms of any entity, shall or may be interpreted to attribute to Seller and/or to Seller's affiliates or representatives (i) any liability, obligation, commitment and/or undertaking, and/or (ii) any waiver in connection with or of any right, whether contractual, proprietary, in-person and/or equitable, including but not limited to, any and all intellectual property rights in connection with the Goods, which are and shall always remain in the Seller's exclusive and complete ownership under all circumstances whatsoever, notwithstanding any sale of Goods hereunder and whether the Goods shall be standard Goods or manufactured to a specific order. No modification or waiver of any provision hereof shall become valid and effective except upon a written instrument duly signed beforehand by Seller. No waiver by either party of any default of the other party shall be deemed a waiver of any subsequent or other default. If any provision of this Contract becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, the balance of this Contract shall continue in full force and effect without the provision.

**15. Law and Arbitration.** This Contract shall be governed by and construed in accordance with the laws of the state of Seller's incorporation. Any dispute arising out of or in connection with this Contract shall, if so determined by the Seller, be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce ("ICC"), as shall be in effect from time to time, and if so determined, the balance of this Section shall apply. The arbitration shall be held at such location in the state of Seller's incorporation as shall be determined by Seller, in its sole discretion. The arbitrator shall be mutually appointed by Seller and Buyer within 21 (twenty-one) days following a written demand for arbitration by either of the parties. Failing to reach an agreement regarding the nomination of an arbitrator, the head of the relevant ICC national committee (located in the Seller's country of incorporation; and absent such local committee in that specific country – the ICC UK Committee ([www.iccuk.net](http://www.iccuk.net))) shall appoint an arbitrator at the request of any of the parties, a copy of which request for the appointment of an arbitrator shall be provided by the requesting party to the other party. Awards may be enforced in accordance with the 1958 New York Convention and judgment may be entered upon any award in any court having jurisdiction over the parties and/or their assets. The arbitrator's fees shall be paid by both parties in equal parts unless otherwise determined by the arbitrator. This provision shall survive any termination of any of the terms and conditions herein and shall be deemed to constitute an independent arbitration agreement between Buyer and Seller for all purposes and intents.

#### **16. Dasher Board Systems**

1. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply, and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.
2. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
3. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

#### **17. General Site Requirements.**

The following criteria must be met, or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

1. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
2. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
3. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
4. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
5. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
6. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
7. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
8. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.

**18. Requirements for Rink Installations:**

(Refer to the enclosed Site Requirements)

1. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk-through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.
2. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured; tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.
3. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance.
4. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.
5. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item per box. The Purchaser must count anything that is not boxed.



**California Secretary of State  
Electronic Filing**



**Corporation - Statement of Information**

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Entity Name: BECKER ARENA PRODUCTS, INC.

Entity (File) Number: C3098404

File Date: 01/25/2022

Entity Type: Corporation

Jurisdiction: MINNESOTA

Document ID: H146296

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**Detailed Filing Information**

1. Entity Name: BECKER ARENA PRODUCTS, INC.

2. Business Addresses:

a. Street Address of Principal  
Office in California:

b. Mailing Address: 720 Innovation Drive  
Shakopee, Minnesota 55379  
United States of America

c. Street Address of Principal  
Executive Office: 720 Innovation Drive  
Shakopee, Minnesota 55379  
United States of America

3. Officers:

a. Chief Executive Officer: Andrew McRae  
720 Innovation Drive  
Shakopee, Minnesota 55379  
United States of America

b. Secretary: Tanya Baur  
720 Innovation Drive  
Shakopee, Minnesota 55379  
United States of America

Document ID: H146296



## California Secretary of State Electronic Filing

Officers (cont'd):

- c. Chief Financial Officer: Pat Westfall  
720 Innovation Drive  
Shakopee, Minnesota 55379  
United States of America
4. Director: Not Applicable
- Number of Vacancies on the Board of Directors: Not Applicable
5. Agent for Service of Process: COGENCY GLOBAL INC. (C2003899)
6. Type of Business: Sports equipment and arenas

No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: Polline Bodin

*Use [bizfile.sos.ca.gov](http://bizfile.sos.ca.gov) for online filings, searches, business records, and resources.*

Document ID: H146296



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 14, 2023**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: PHILIP LANZAFAME, INTERIM PUBLIC WORKS DIRECTOR  
HEATHER MELTON, LANDSCAPE DISTRICT MAINTENANCE  
MANAGER**

**SUBJECT: RECOMMENDATION TO AWARD A FIVE-YEAR PROFESSIONAL  
SERVICES AGREEMENT TO NEWBURY PARK TREE SERVICE INC.  
FOR LANDSCAPE MAINTENANCE OF CITY PARKS WITHIN THE CITY  
OF CALABASAS NOT TO EXCEED \$3,372,753.45.**

**MEETING**

**DATE: AUGUST 23, 2023**

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**SUMMARY RECOMMENDATION:**

Recommendation to award a five-year professional services agreement to Newbury Park Tree Service Inc. for Landscape Maintenance of City Parks within the City of Calabasas in an amount not to exceed \$3,372,753.45.

**BACKGROUND:**

Newbury Park Tree Service Inc. is the city's current contractor for landscape maintenance under an emergency contract. In November 2021, Venco Western, Inc. reached out to the City and announced the company had been sold. In December of 2021, the new owner(s) asked for a meeting in which they requested a 35% increase on the current Professional Services Agreement (PSA) they had for the Parks Landscape Maintenance Services. Without sufficient justification to warrant a higher fee, the city denied their request. On January 1<sup>st</sup> of 2022, Venco

Western, Inc. terminated their agreement with the City by providing a 60-day written notice as required by the termination clause of the agreement.

Staff began reaching out to several landscape maintenance companies to see if there was anyone interested in servicing the parks. The issue was that the amounts were already pre-determined and we needed to find a contractor that could do the work at the already agreed cost.

Newbury Park Tree Service, Inc. agreed to assume the contract under its current terms and have been providing emergency landscape maintenance service since March 1<sup>st</sup> 2022. The current emergency service agreement expires on August 31<sup>st</sup> 2023.

### **DISCUSSION/ANALYSIS:**

The new Request for Proposal (RFP) documents have been prepared in coordination and with input from the Community Services Department. In general, the scope of work consists of, but is not limited to, maintenance of landscape planters, turf areas, irrigation systems, various hardscape areas, play areas, and sidewalks within the City parks as shown on the work area maps attached (General Landscape Maintenance). In addition, the contract includes an allowance for unanticipated activities such as irrigation repair, emergency or weather-related repairs and needs for special events. For budgeting purposes, prior 5-year averages were used to estimate the extent of those costs.

Once the documents were completed, staff published the Request for Proposal (RFP) documents on July 13<sup>th</sup> 2023. These documents were sent to ten potential landscape contractors on the City's contact list and were posted on the city website. Staff also issued and posted the documents to six bid rooms (services announcing bid opportunities): Bid America, Construct Connect, Construction Bid Board, Construction Market Data, F.W. Dodge/McGraw Hill, One Team Pro Services, and Ventura County Contractors Association Plan Room. Within the RFP, a mandatory information session was held and ten prospective bidders attended the meeting on July 18<sup>th</sup> 2023. The following is the list of those that attended:

- American Heritage Landscape
- Azteca Landscape, Inc.
- Commercial Custodial Services
- EPI Janitorial LLC
- Four Seasons Landscaping
- Green Garden Inc.
- Newbury Park Tree Service, Inc.
- Slade Landscaping, Inc.

- Parkwood Landscaping Inc.; and
- Stay Green Inc.

On July 31<sup>st</sup> 2023, the City received two proposal packets from Newbury Park Tree Service, and Stay Green Inc. The proposal summary for the General Landscape Maintenance is below:

<u>PROPOSER</u>	<u>PROPOSAL ANNUAL AMOUNT</u>
Newbury Park Tree Service, Inc.	\$413,027.74
Stay Green, Inc.	\$943,474.22

After receiving only two proposal packets, staff reached out to six of the companies that were qualified to provide proposal packets. Two contractors declined since it is prevailing wage. Another declined because they are currently having staffing issues. The remaining three contractors shared that they wanted to put their efforts towards the proposal for Calabasas Park Estates HOA Landscape Maintenance RFP packet under LLAD 22.

After reviewing all proposal documents and verifying licenses, staff reached out to both contractors and requested interviews. The interviews took place at City Hall – Heather Melton and Luis Hernandez from Public Works were joined by Aimee Haber who represented the Community Services Department.

Once the interviews and the evaluation matrix were completed, staff discussed qualifications and the proposals and it was determined that Newbury Park Tree Service, Inc. had the best understanding of the needs of the City of Calabasas Parks. In addition to having the lower bid, Newbury Park Tree Service, Inc. has an excellent work and safety record and a productive relationship with both the city staff and many members of the Calabasas community.

Below is a breakdown for the 5-years of the agreement. The General Landscape Maintenance figure is what was proposed by the contractor. The other items in the scope are based on the prior 5-year usage. For budgeting purposes, a 5% inflator was included on all elements of the scope to represent anticipated CPI increases.

	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26	Fiscal Year 2026-27	Fiscal Year 2027-28
<b>PARKS General Landscape Maintenance</b>	\$413,027.74	\$433,679.13	\$455,363.09	\$478,131.24	\$502,037.80
<b>Irrigation Repairs</b>	\$75,000.00	\$78,750.00	\$82,687.50	\$86,821.87	\$91,162.97
<b>Strategic Priority Plan Transition/Emergencies- Weather Events/Special Events</b>	\$125,000.00	\$127,597.05	\$134,159.55	\$141,050.18	\$148,285.33
<b>Total Cost</b>	<b>\$613,027.74</b>	<b>\$640,026.18</b>	<b>\$672,210.14</b>	<b>\$706,003.29</b>	<b>\$741,486.10</b>

**Total Price 5 Years: \$3,372,753.45**

**FISCAL IMPACT/SOURCE OF FUNDING:**

Budgeted monies from Fund 10 - General Fund: Division: 321 – General Landscape Maintenance will be utilized for this work.

Staff requests funding be approved and the budget be adjusted accordingly.

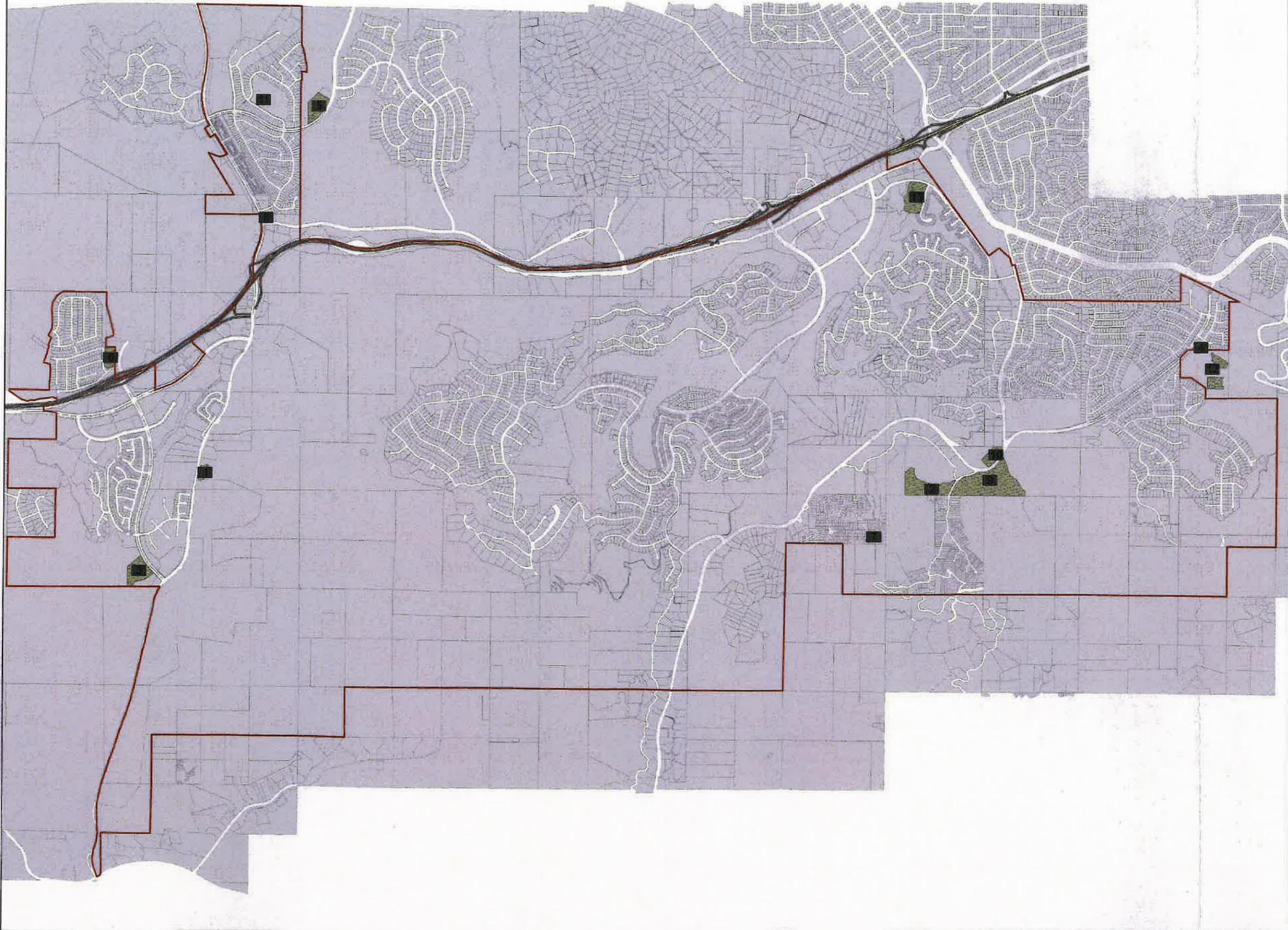
**REQUESTED ACTION:**

Recommendation to award a five-year professional services agreement to Newbury Park Tree Service Inc. for Landscape Maintenance of City Parks within the City of Calabasas in an amount not to exceed \$3,372,753.45 which includes Consumer Price Index (CPI) increases for the duration of the contract.

**ATTACHMENTS:**

- Attachment A – Work Area Maps
- Attachment B – Parks Fee Schedule
- Attachment C – Professional Services Agreement

ITEM 3 ATTACHMENT A



CITY of CALABASAS

CITY PARKS  
LANDSCAPE  
MAINTENANCE  
OVERVIEW MAP

LEGEND

 PARKS

Location No.	Description- Location Area
1	Bark Park
2	Creekside Park
3	De Anza Park
4	Freedom Park
5	Gates Canyon Park
6	Grape Arbor Park
7	Highlands Park
8	Las Virgenes-Mureau Road Pocket Park
9	Wild Walnut Park
10	Mt. Restoration Trust Headquarters
11	Lupin Elementary School
12	Alice C. Stelle Middle School
13	Tennis and Swim Center





CITY of CALABASAS

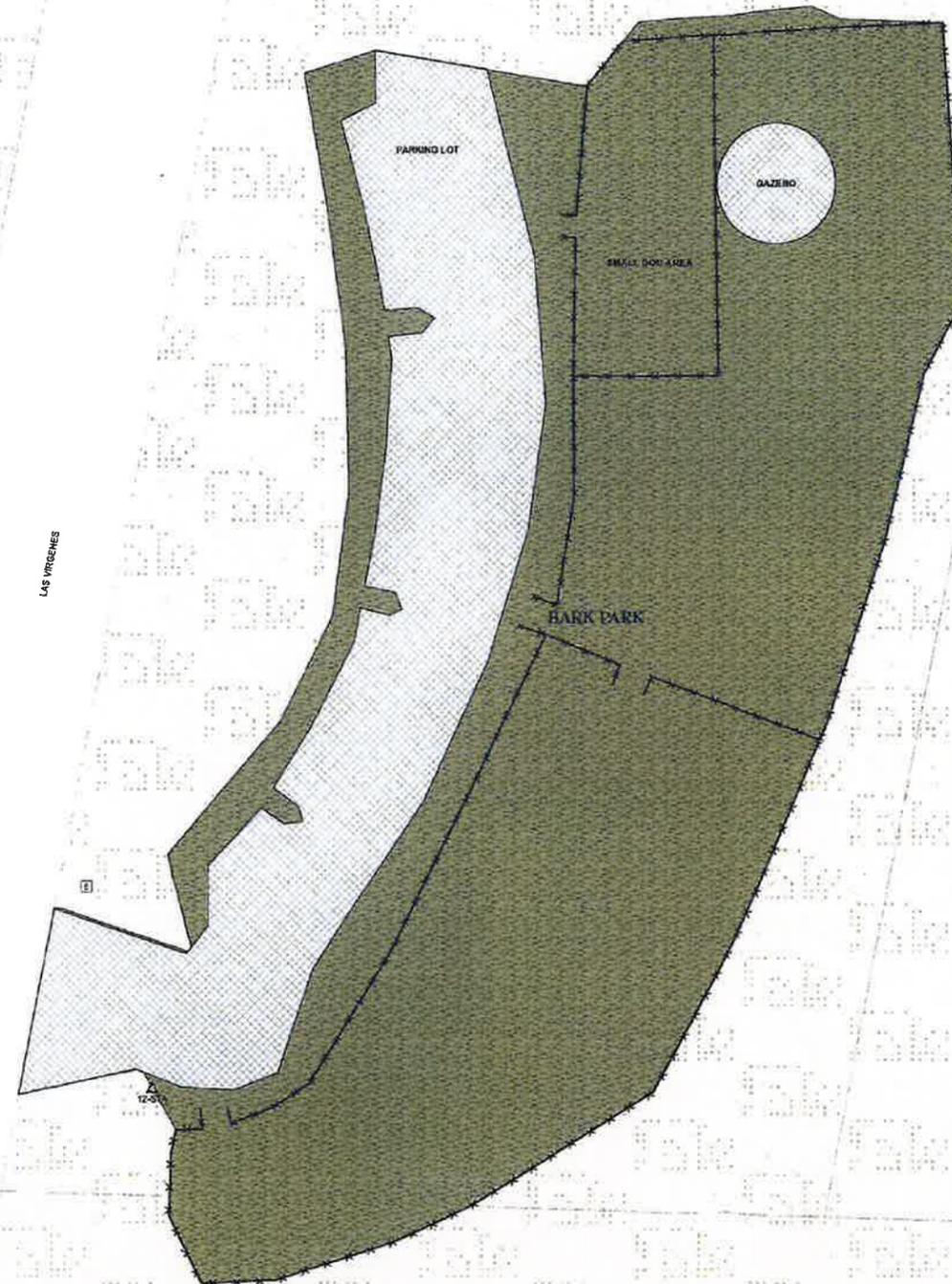
**BARK PARK  
LANDSCAPE  
MAINTENANCE**

**LEGEND**

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

**IRRIGATION CONTROLLERS/DEVICES**

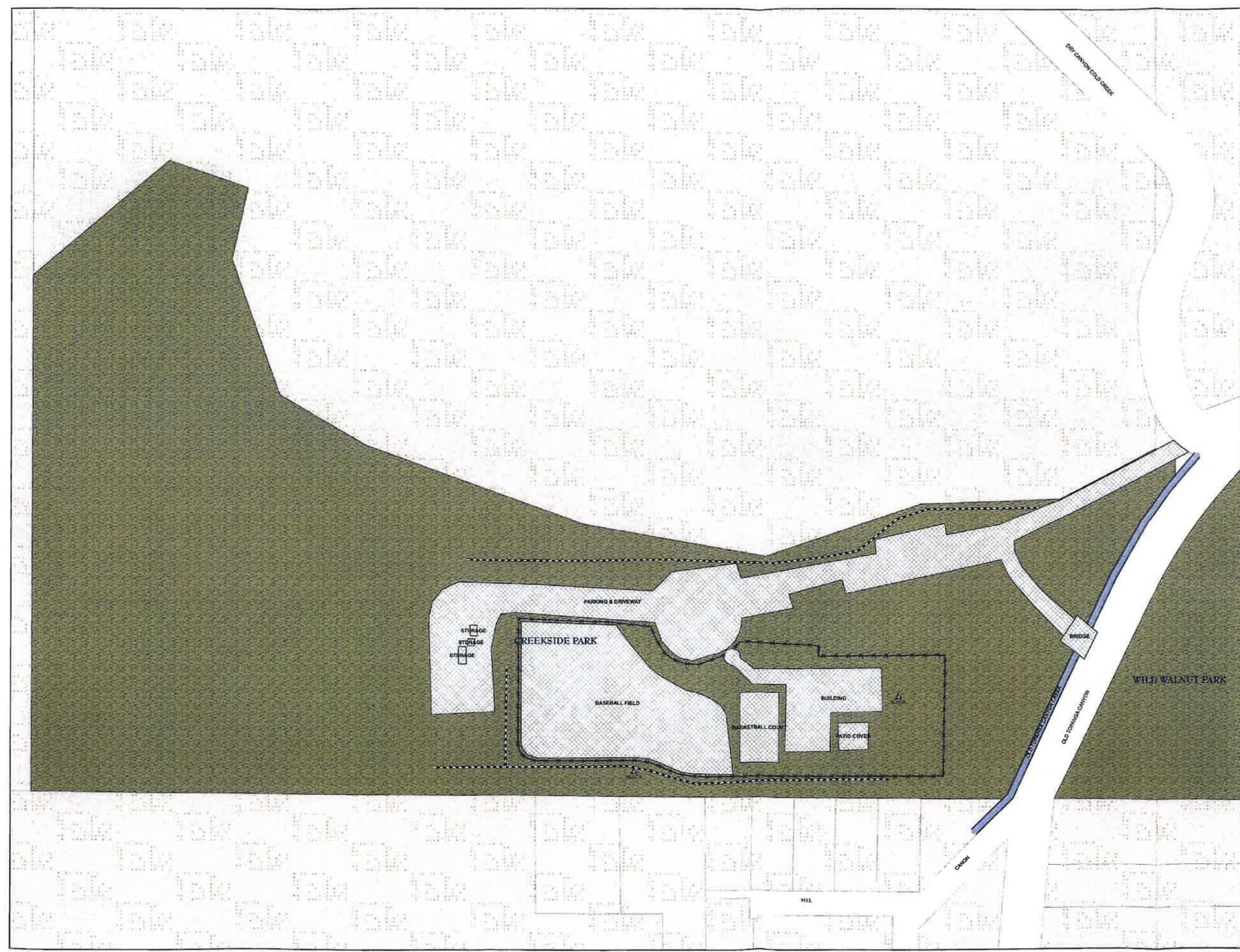
- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





# CITY of CALABASAS

## CREEKSIDE PARK LANDSCAPE MAINTENANCE



### LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

### IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

DE ANZA PARK  
LANDSCAPE  
MAINTENANCE

LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

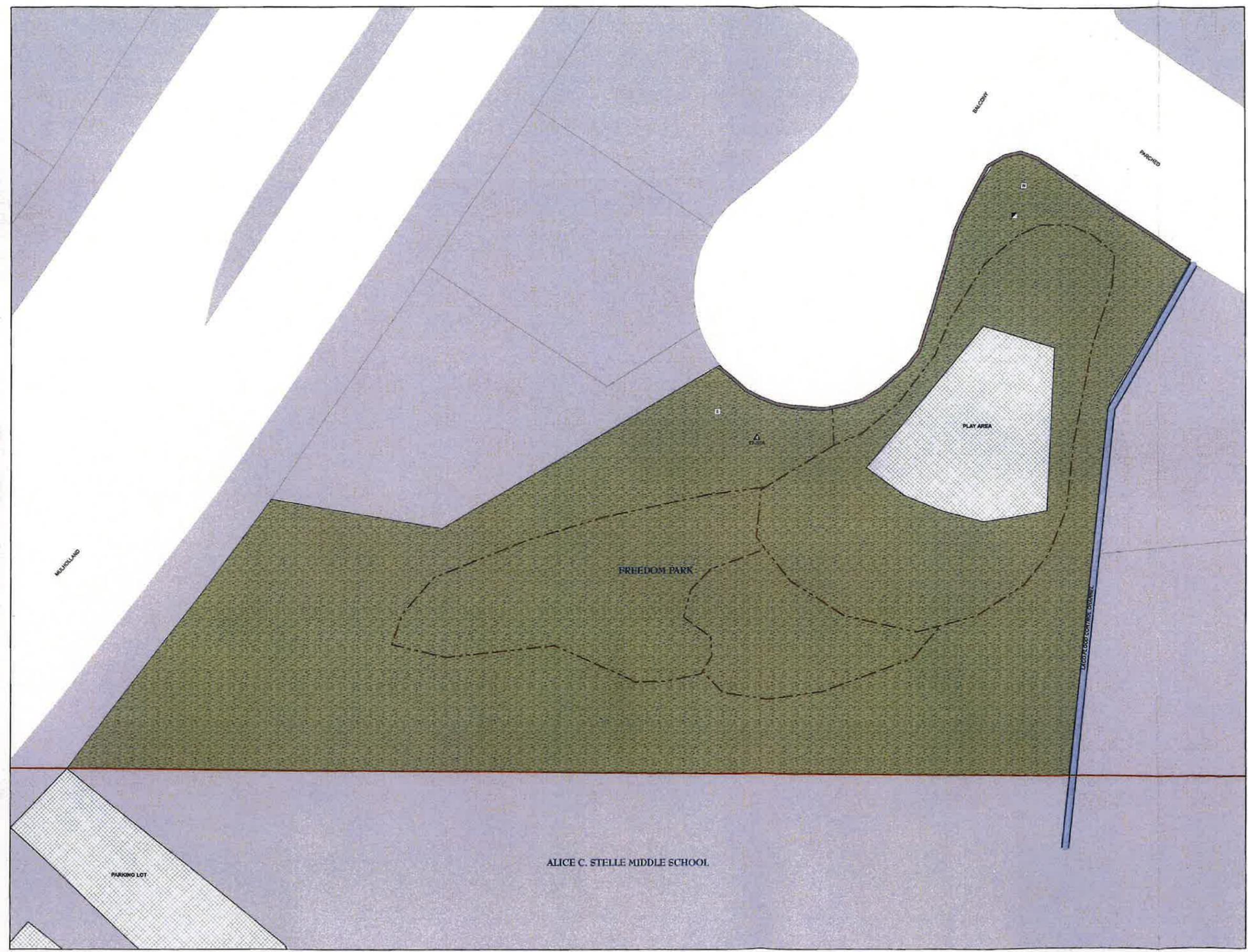
**FREEDOM PARK  
LANDSCAPE  
MAINTENANCE**

**LEGEND**

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

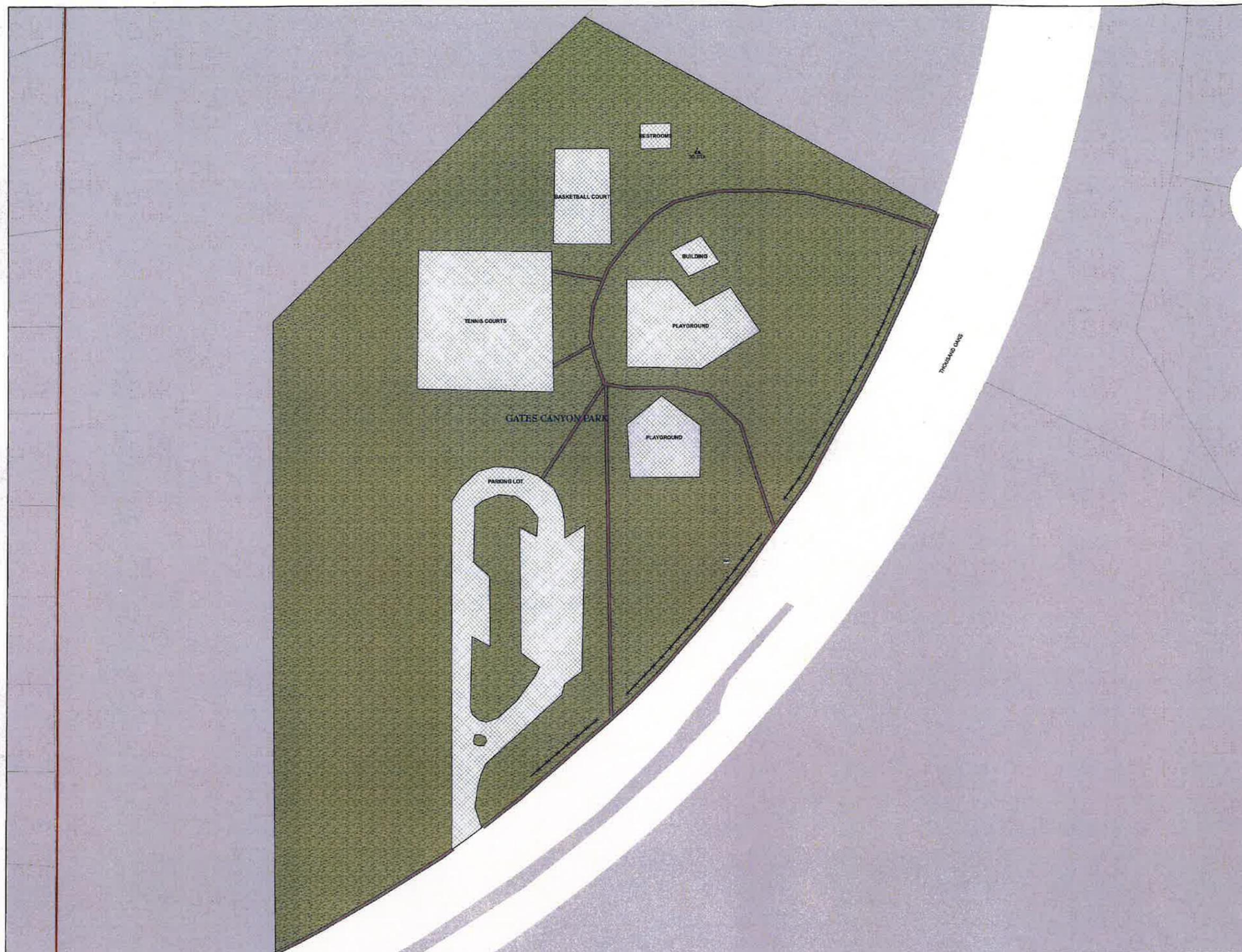
### GATES CANYON PARK LANDSCAPE MAINTENANCE

#### LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

#### IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**GRAPE ARBOR  
PARK LANDSCAPE  
MAINTENANCE**

**LEGEND**

-  PARK
-  STRUCTURES
-  SIDEWALK
-  TRAILS
-  FENCING
-  V\_DITCHES
-  CREEK

**IRRIGATION CONTROLLERS/DEVICES**

-  CALSENSE
-  CHAMPION
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

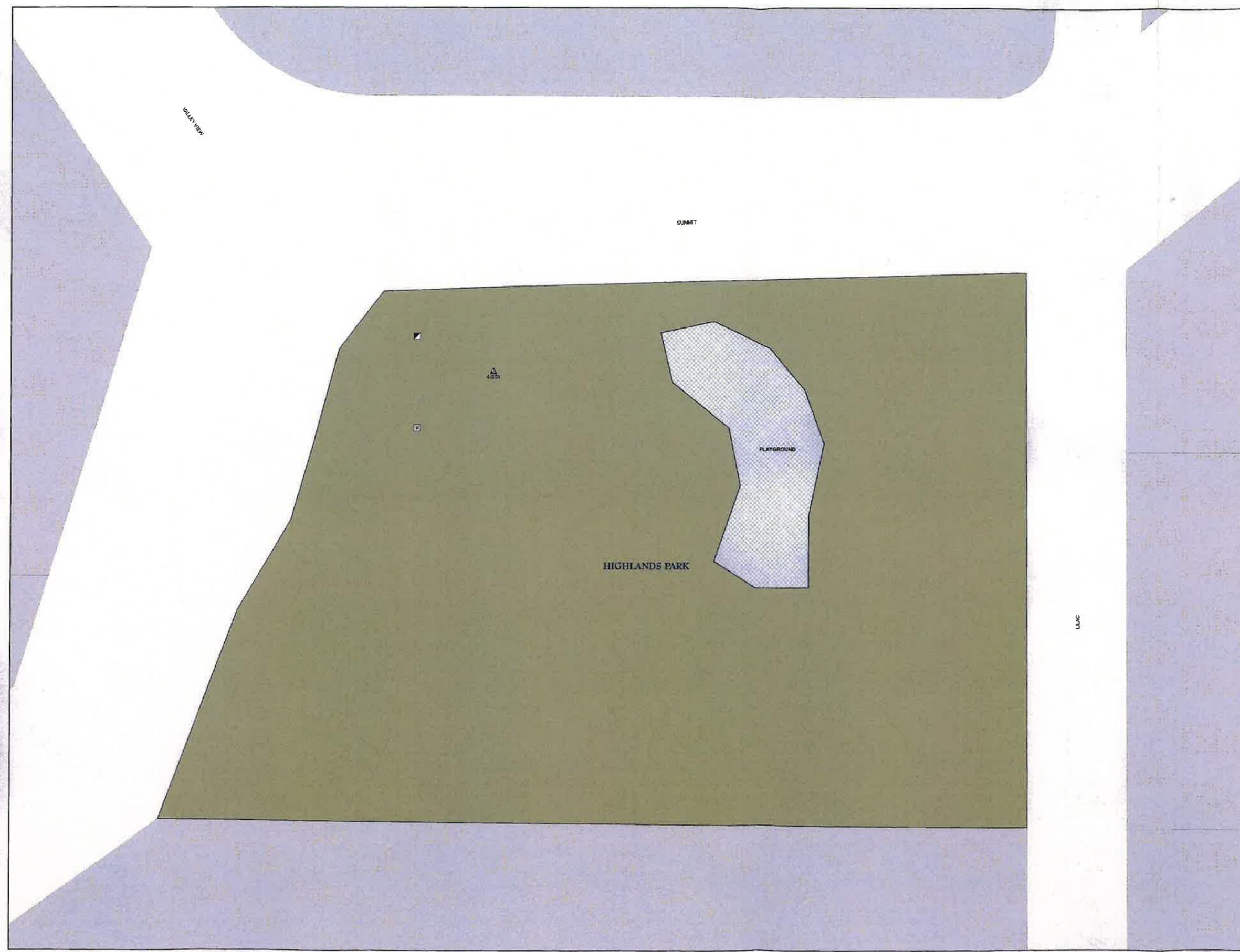
**HIGHLANDS  
PARK LANDSCAPE  
MAINTENANCE**

**LEGEND**

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

**IRRIGATION CONTROLLERS/DEVICES**

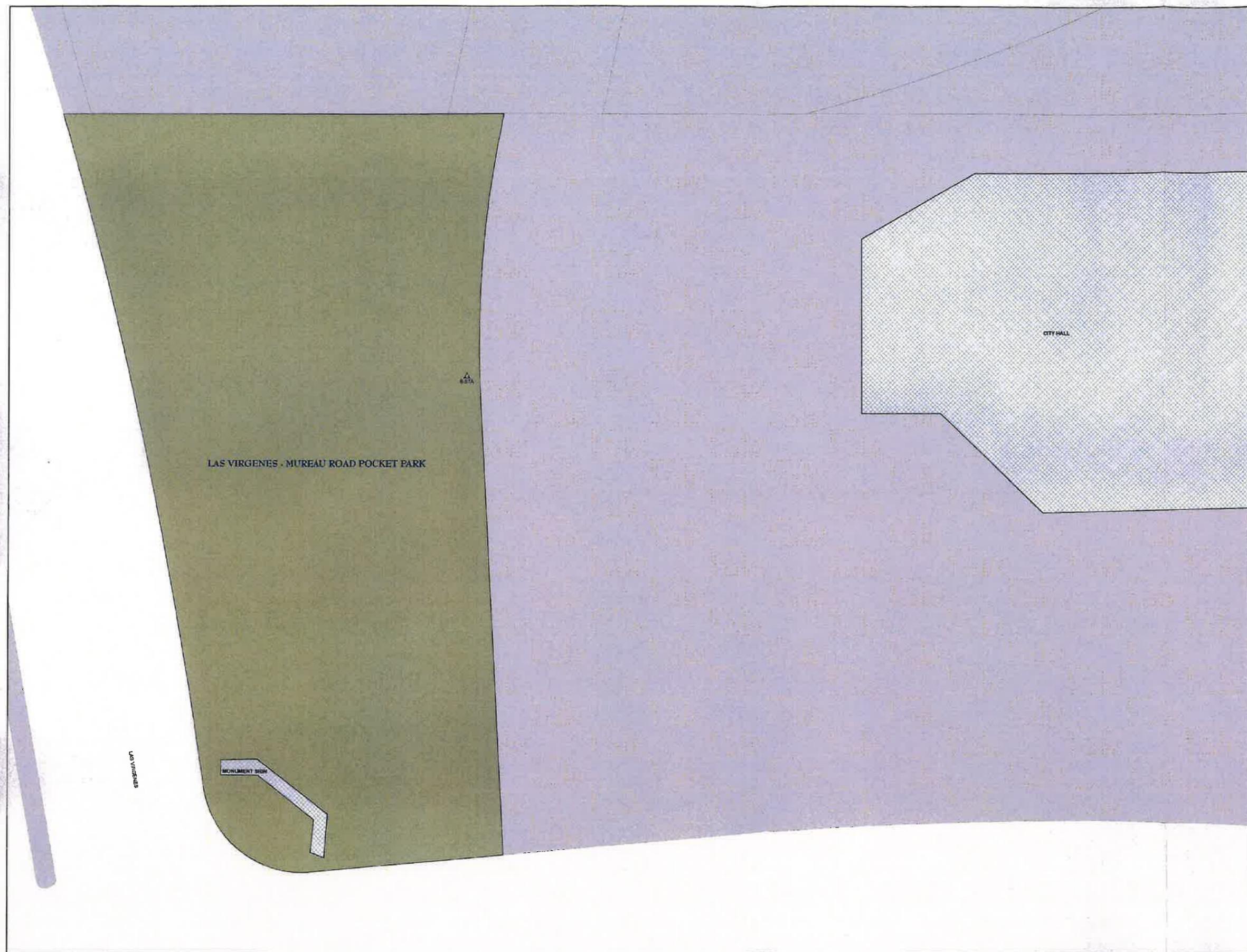
- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

LAS VIRGENES ROAD/  
MUREAU ROAD  
POCKET PARK  
LANDSCAPE  
MAINTENANCE



LEGEND

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

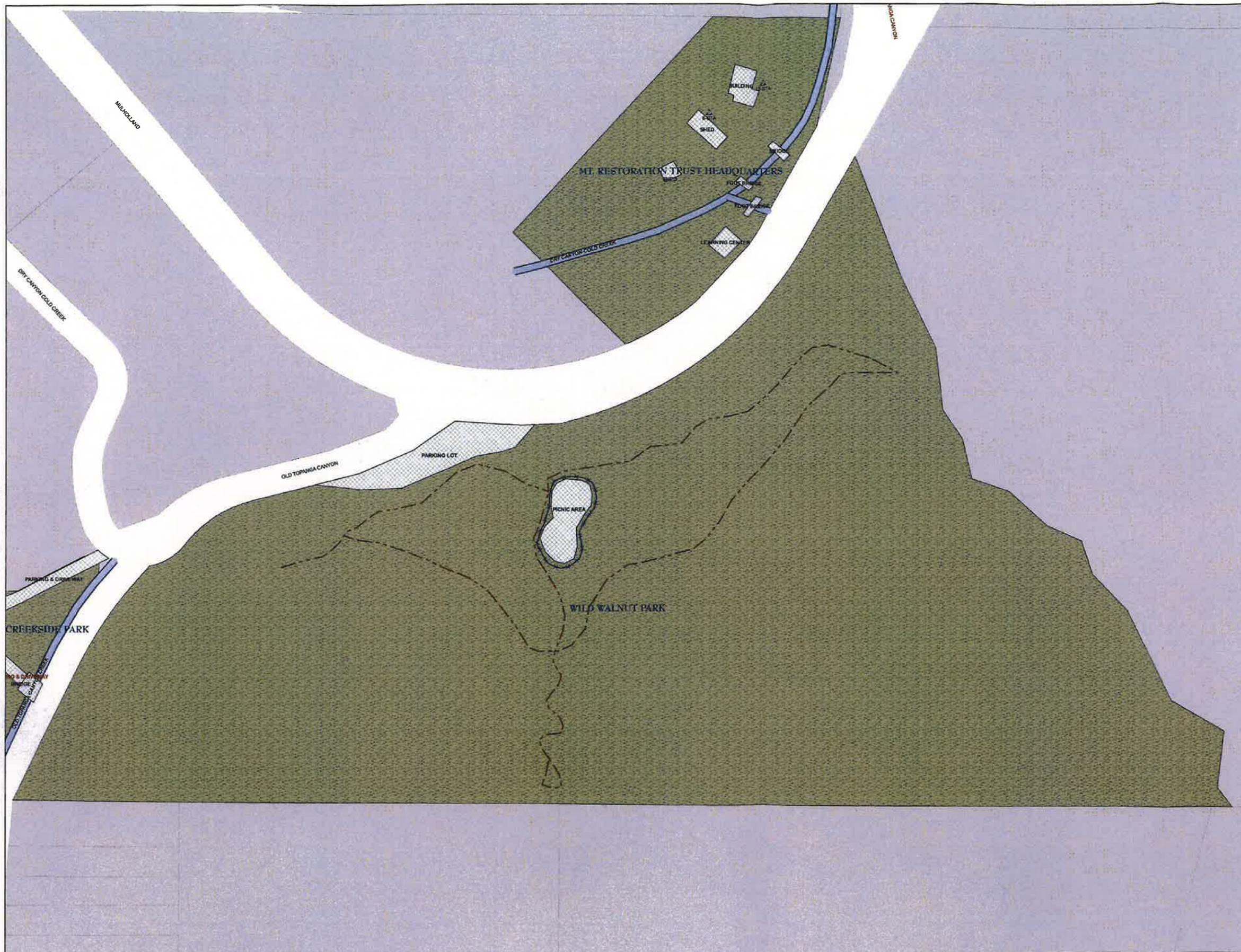
**WILD WALNUT  
PARK  
LANDSCAPE  
MAINTENANCE**

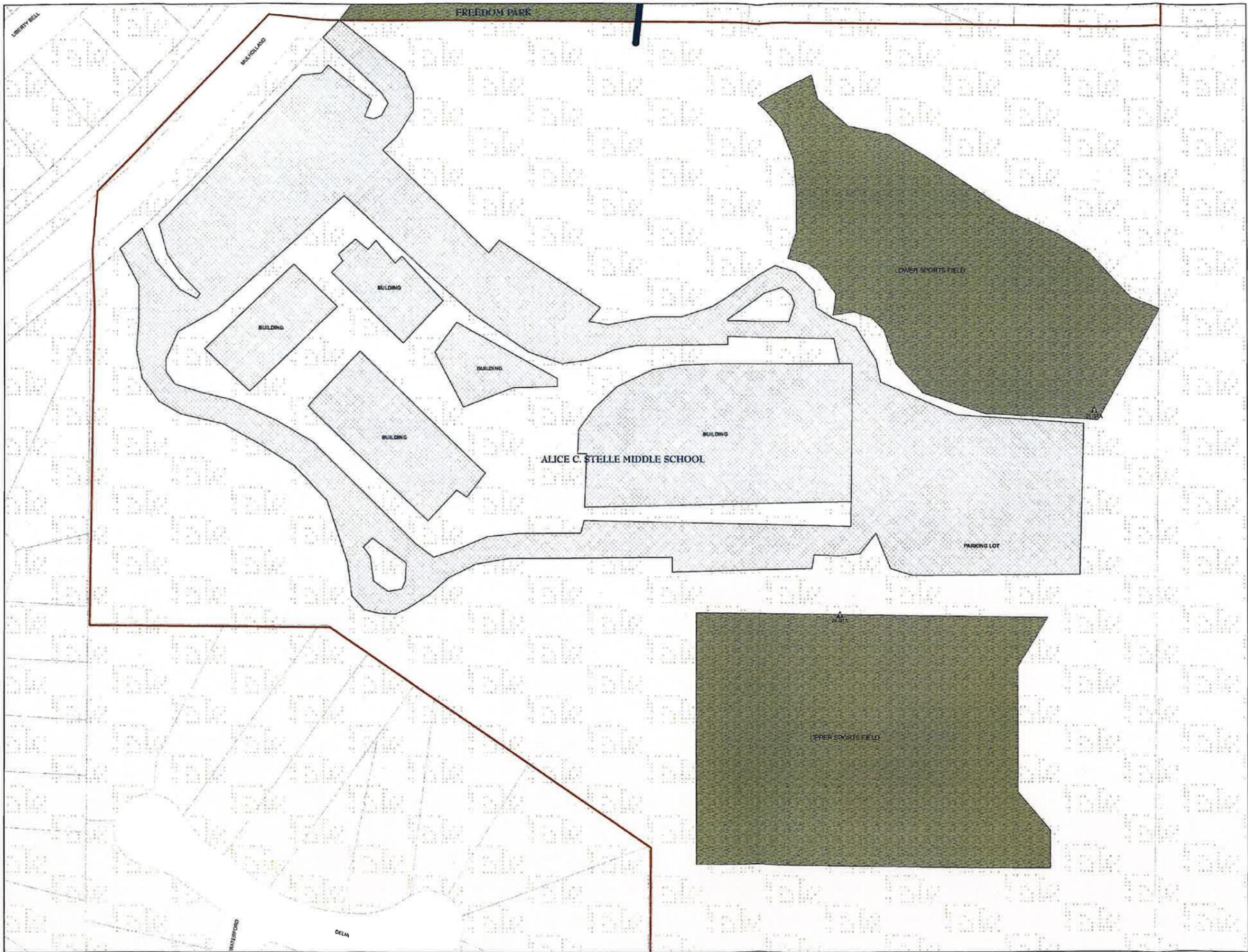
**LEGEND**

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- CHAMPION
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





**CITY of CALABASAS**

**ALICE C. STELLE  
MIDDLE SCHOOL  
LANDSCAPE  
MAINTENANCE**

**LEGEND**

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**TENNIS AND SWIM CENTER LANDSCAPE MAINTENANCE**

**LEGEND**

- PARK
- STRUCTURES
- SIDEWALK
- TRAILS
- FENCING
- V\_DITCHES
- CREEK

**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED



ITEM 3 ATTACHMENT B

BARK PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATE D QUANTITY	UNIT PRICES	ANNUAL FREQUENC Y	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual/operational. (1-Time a month)	LS	1	\$	12	\$ -
2	Walkthrough inspection with City representative. (1-Time a month)	LS	1	\$	12	\$ -
3	Paved sidewalks, walkways and parking area cleanup, sweeping, weed control, and litter removal. (2-Times a Month)	100 SF	167	\$ 0.918	26	\$ 3,987.12
4	Insect, disease, pest, and rodent control.	LS	1	\$ -	*As required.	\$ 122.40
5	Litter removal and weed removal from front landscape planter. (WEEKLY)	100 SF	240	\$ 0.080	52	\$ 1,002.35
<b>LAWN AREAS</b>						
6	Mowing and edging.	100 SF	114	\$ 1.074	26	\$ 3,182.34
7	Fertilization.	100 SF	114	\$ 2.876	4	\$ 1,311.62
8	Weed control (chemical).	100 SF	114	\$ 2.460	2	\$ 560.99
9	Aeration.	100 SF	114	\$ 2.912	4	\$ 1,327.91
10	Dethatching. (NONE)	100 SF	114		0	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
11	Inspect, weed, and clean groundcover and shrub beds.	100 SF	38	\$ 0.676	12	\$ 308.45
12	Pruning in natural form.	100 SF	38	\$ 2.37	2	\$ 179.84
13	Edging.	LS	1	\$ 12.85	12	\$ 154.22
14	Fertilization. (NONE)	100 SF	38	\$	0	\$ NONE
15	Mulching (top dress).	100 SF	38	\$ 0.918	2	\$ 323.48
<b>TREES</b>						
16	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	33	\$ 0.195	12	\$ 77.11
17	Pruning trees for pedestrian/vehicular clearance only up to 12'.	EA	33	\$ 0.733	6	\$ 145.22
18	Maintain tree-watering basins, weeding and mulching.	EA	40	\$ 0.161	12	\$ 77.11

BARK PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
19	Inspect and adjust tree stakes, ties and guys.	EA	40	\$ 0.16	12	\$ 77.11
20	Fertilization.	EA	40	\$	0	\$ NONE
<b>IRRIGATION SYSTEMS – TURF SIDE</b>						
21	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	25	\$ 2.23	12	\$ 668.30
22	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	25	\$ 0.51	12	\$ 154.22
23	Irrigation system audit. (NONE)	1,000 SF	25		0	\$ NONE
<b>PARK AND RECREATION AMENITIES</b>						
24	Woodchip dog run area inspection / raking / leveling / screening.	100 SF	140	\$ 0.09	52	\$ 668.30
25	Dog waste removal from turf and woodchips dog run areas.	L.S	1	\$ 45.11	52	\$ 2,345.50
26	Concrete walkway SWEEP down.	SF	1	\$ 10.11	52	\$ 525.60
27	Park bench cleaning. (Cob-Web removal and dust down)	EA	1	\$ 14.47	52	\$ 752.29
28	Trash receptacle inspection, emptying & replace trash bag / cleaning of trash lid.	EA	1	\$ 17.55	52	\$ 912.38
29	Dog-waste receptacle/doggy dispenser inspection, emptying, replace trash bag.	EA	3	\$ 2.19	52	\$ 342.01
30	Chain-link fence with snake/pest barrier, inspection and repair. Add additional ties if needed or fencing etc..	LF	1235	\$ 0.01	52	\$ 570.90
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 19,777.27
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Nineteen Thousand, Seven Hundred Seventy Seven dollars and 27 cents						

\*For multiplication purposes, treat as (1).

**IMPORTANT NOTE:**

Maintenance Service for this park **MUST** be scheduled for Thursday's between 7am -10am. **NO EXCEPTIONS** will be considered.

**BARK PARK**

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 19,777.27

Bid Schedule Total (in words): Nineteen thousand Seven hundred  
Seventy Seven dollars and twenty Seven cents.

Newbury Park Tree Service Inc  
(Company Name of Bidder)

7/27/23  
(Date)

**CREEKSIDE PARK AND COMMUNITY CENTER**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. <del>visual/operational</del>	LS	1	\$	12	\$ -
2	Walkthrough inspection with City representative.	LS	1	\$	12	\$ -
3	Paved sidewalks, walkways, sports court and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	467	\$ 0.11	52	\$ 2,672.79
4	Litter removal, weeding, and mulching of planters.	100 SF	168	\$ 0.15	52	\$ 1,336.61
<b>DRAINAGE FACILITIES</b>						
5	Inspect and clean/maintain concrete "V" ditches and inlets.	100 LF	11	\$ 2.34	12	\$ 308.45
6	Creek area - litter and debris removal. (Monthly)	LS	1	\$ 25.70	12	\$ 308.45
<b>LAWN AREAS</b>						
7	Mowing and edging.	100 SF	182	\$ 0.97	36	\$ 6,364.69
8	Fertilization.	100 SF	182	\$ 1.22	3	\$ 665.11
9	Weed control.	100 SF	182	\$	*As required.	\$ 79.56
10	Aeration. (NONE)	100 SF	182	\$	0	\$ NONE
11	Dethatching.	100 SF	182	\$ 1.82	1	\$ 330.44
<b>GROUNDCOVER AND SHRUB AREAS</b>						
12	Inspect, weed, and clean groundcover and shrub beds.	100 SF	132	\$ 0.10	12	\$ 154.21
13	Pruning in natural form.	100 SF	132	\$ 0.39	2	\$ 102.82
14	Edging.	LS	1	\$ 25.70	12	\$ 308.44
15	Fertilization. (NONE)	LS	1	\$	0	\$ NONE
16	Mulching (top dress).	100 SF	132	\$ 0.78	2	\$ 205.63
<b>TREES</b>						
17	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	48	\$ 0.13	12	\$ 77.11
18	Pruning for pedestrian/vehicular clearance. (MONTHLY)	EA	48	\$ 0.13	12	\$ 77.11
19	Maintain tree-watering basins, weeding and mulching.	EA	48	\$ 0.27	12	\$ 154.22

**CREEKSIDE PARK AND COMMUNITY CENTER**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
#	Inspect and adjust tree stakes, ties and guys.	EA	48	\$	12	\$ -
#	Fertilization. (NONE)	EA	48	\$	0	\$ NONE
#	Watering.	EA	10	\$	*As required	\$ 323.23

**PLANTED SLOPES**

#	Inspect for damage and special needs to maintain health.	100 SF	49	\$ 0.13	12	\$ 77.11
#	Pruning.	100 SF	49	\$ 0.79	2	\$ 77.11
#	Edging.	LS	1	\$ 6.42	12	\$ 77.04
#	Weed control.	100 SF	49	\$ 0.26	12	\$ 154.22
#	Fertilization. (NONE)	100 SF	49	\$	0	\$ NONE
#	Mulching (top dress).	100 SF	49	\$	*As required	\$ 511.41

**IRRIGATION SYSTEMS**

#	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	32	\$ 1.20	52	\$ 2,004.79
#	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	32	\$ 0.40	12	\$ 154.22
#	Irrigation system audit. (NONE)	1,000 SF	32	\$	0	\$ NONE

**PARK AND RECREATION AMENITIES**

#	Play area sand surfacing inspection / raking / leveling / screening.	SF	5850	\$ 0.0078	52	\$ 2,365.25
#	D.G. pathways inspection / weeding / raking / leveling / replenishing.	100 SF	37	\$ 0.76	52	\$ 1,456.70
#	Replenishing of Certified Playground Sand	100 SF	37	\$ 9.84	4	\$ 1,456.70
#	Ball field, infield area inspection / weeding / raking / leveling / replenishing.	100 SF	66	\$ 1.30	12	\$ 1,026.30
#	Play area resilient paving inspection and cleaning.	SF	710	\$ 0.02	52	\$ 668.10
#	Concrete walkway and sports court cleaning.	100 SF	315	\$ 0.05	52	\$ 855.43
#	Picnic table inspection and cleaning.	EA	1	\$ 7.87	52	\$ 409.34

CREEKSIDE PARK AND COMMUNITY CENTER						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
	Trash receptacle inspection, emptying and cleaning.					
39	Replace Trash Bags	EA	6	\$ 1.32	52	\$ 410.34
40	Backstop inspection and weeding.	EA	1	\$ 0.26	52	\$ 13.36
41	Chain-link fence with snake/pest barrier inspection and repair.	LF	600	\$ 0.01	50	\$ 213.78
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 24,940.47
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Twenty Four Thousand, Nine Hundred Forty dollars and 47 cents						

\*For multiplication purposes, treat as (1).

## CREEKSIDE PARK AND COMMUNITY CENTER

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 24,940.47

Bid Schedule Total (in words): Twenty four thousand nine hundred  
Forty dollars and Forty Seven cents.

Newby Park Tree Service Inc. 7/27/23  
(Company Name of Bidder) (Date)

JUAN BAUTISTA DE ANZA PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE – Main Facility Building &amp; Trails</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual / operational.	LS	1	\$	52	0
2	Walkthrough inspection with City representative.	LS	1	\$	12	0
3	Paved sidewalks, walkways, sports court and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	713	\$ 0.04	260	\$ 8,009.58
4	Insect, disease, pest, and rodent control.	LS	1	136.28	<b>*As required.</b>	\$ 136.28
5	Litter removal, weeding, and mulching.	100 SF	1,619	\$ 0.10	52	\$ 8,607.00
<b>LAWN AREAS</b>						
6	Mowing and edging.	100 SF	1,002	\$ 0.29	52	\$ 15,253.42
7	Fertilization.	100 SF	1,002	\$ 0.96	4	\$ 3,849.65
8	Weed control.	100 SF	1,002	\$ 0.50	3	\$ 1,500.75
9	<del>Aeration.</del> (NONE)	100 SF	1,002		0	\$ NONE
10	<del>Dethatching.</del> (NONE)	100 SF	1,002		0	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
11	Inspect, weed, and clean groundcover and shrub beds.	100 SF	24	\$ 5.72	12	\$ 1,646.97
12	Pruning in natural form.	100 SF	24	\$ 37.98	2	\$ 1,823.14
13	Edging.	LS	1	\$ 68.58	12	\$ 822.99
14	Fertilization.	100 SF	24	\$ 5.13	4	\$ 492.70
15	<del>Replace annual color plants.</del>	100 SF	6		0	\$ NONE
16	<del>Mulching (top dress).</del>	100 SF	24		2	\$ NONE
17	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	178	\$ 0.15	12	\$ 323.56
18	Pruning for pedestrian/vehicular clearance.	EA	178	\$ 0.30	12	\$ 647.14
19	Maintain tree-watering basins, weeding, & mulching.	EA	178	\$ 0.61	12	\$ 1,294.26
20	Inspect and adjust tree stakes, ties and guys.	EA	178	\$ 0.30	12	\$ 647.14

JUAN BAUTISTA DE ANZA PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
21	Fertilization. (NONE)	EA	178	\$	0	\$ NONE
<b>IRRIGATION SYSTEMS</b>						
22	Operate, inspect, repair, and adjust/program irrigation systems. Probe for soil water content & adjust irrigation to meet seasonal needs.	1,000 SF	104	\$ 0.52	52	\$ 2,804.22
<b>PARK AND RECREATION AMENITIES</b>						
23	Play area sand surfacing inspection / raking / leveling / screening/ replenishing.	SF	600	\$ 0.07	52	\$ 2,223.56
24	Play area certified wood chip surfacing: inspection / raking / leveling / screening / replenishing. (Replenishing: March-July- October each year)	SF	5850	\$ 0.01	52	\$ 2,234.61
25	D.G. pathways inspection / weeding / raking / leveling / replenishing. (Replenishing: March-July- October each year)	SF	125	\$ 0.41	52	\$ 2,653.57
26	Picnic table inspection and cleaning. (NONE)	EA	40	\$	52	\$ NONE
27	Trash receptacle inspection, emptying and cleaning.	EA	15	\$ 1.84	52	\$ 1,434.89
28	Bleacher cleaning.	EA	1	\$ 20.70	52	\$ 1,076.59
29	Bench cleaning.	EA	22	\$ 1.25	52	\$ 1,434.58
30	Barbeque cleaning and ash removal.	EA	3	\$ 6.90	104	\$ 2,153.17
31	Dog-waste receptacle/doggy dispenser inspection, emptying, bag replacement, cleaning, and baggy replenishing.	EA	3	\$ 2.75	104	\$ 858.86
32	Concrete picnic shelter area wash-down.	100 SF	38	\$ 0.73	52	\$ 1,435.50
<b>TOTAL AMOUNT COST BREAKDOWN IN FIGURES</b>						<b>\$ 63,464.11</b>
<b>TOTAL AMOUNT COST BREAKDOWN IN WORDS : Sixty Three Thousand, Four Hundred Sixty Four dollars and 11 cents</b>						

\*For multiplication purposes, treat as (1).



FREEDOM PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1		52	0
2	Walkthrough inspection with City representative.	LS	1	\$	12	0
3	Paved walkways, and tetherball court cleanup, sweeping, weed control, and litter removal.	100 SF	10	\$ 0.89	104	\$ 925.39
4	Insect, disease, pest, and rodent control.	LS	1	\$ 136.40	*As required.	\$ 136.40
5	Litter removal, weeding, and mulching.	100 SF	244	\$ 0.15	52	\$ 1,902.13
<b>LAWN AREAS</b>						
6	Mowing and edging.	100 SF	33	\$ 1.85	41	\$ 2,501.93
7	Fertilization. (NONE)	100 SF	33	\$	4	\$ NONE
8	Weed control. (NONE)	100 SF	33	\$	3	\$ NONE
9	Aeration. (NONE)	100 SF	33	\$	2	\$ NONE
10	Dethatching. (NONE)	100 SF	33	\$	4	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
11	Inspect, weed, and clean groundcover and shrub beds.	100 SF	88	\$ 0.15	12	\$ 161.78
12	Pruning in natural form.	100 SF	88	\$ 1.23	3	\$ 323.56
13	Edging.	LS	1	\$ 13.48	12	\$ 161.71
14	Fertilization. (NONE)	100 SF	88	\$	4	\$ NONE
15	Replace annual color plants. (NONE)	100 SF	2	\$	4	\$ NONE
16	Mulching (top dress).	100 SF	132	\$ 0.82	2	\$ 215.71
17	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	35	\$ 0.19	12	\$ 80.89
18	Pruning for pedestrian/vehicular clearance.	EA	35	\$ 0.19	12	\$ 80.89
19	Maintain tree-watering basins, & weeding.	EA	35	\$ 0.83	12	\$ 350.53

FREEDOM PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
20	Inspect and adjust tree stakes, ties and guys.	EA	35	\$ 0.18	12	\$ 77.65
<b>PLANTED SLOPES</b>						
21	Inspect for damage and special needs to maintain health.	100 SF	66	\$ 0.18	12	\$ 80.89
22	Pruning in natural form.	100 SF	66	\$ 0.18	4	\$ 215.58
23	Edging.	LS	66	\$ 0.20	12	\$ 161.77
24	Weed control.	100 SF	66	\$ 0.18	12	\$ 485.35
25	Fertilization.	100 SF	66	\$ 0.18	3	\$ 365.90
26	Mulching (top dress).	100 SF	66	\$ 0.18	2	\$ 1,168.80
<b>IRRIGATION SYSTEMS</b>						
27	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	19	\$ 0.35	104	\$ 701.04
28	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	19	\$ 0.71	12	\$ 161.78
<b>PARK AND RECREATION AMENITIES</b>						
29	Play area sand surfacing inspection / raking / leveling / screening / replenishing.	SF	900	\$ 0.02	52	\$ 717.72
30	D.G. pathways inspection / weeding / raking / leveling / replenishing. <b>(Replenish DG in September and April each year).</b>	SF	3,890	\$ 0.01	52	\$ 1,935.56
31	Play area resilient paving inspection and cleaning.	SF	210	\$ 0.06	52	\$ 701.06
32	Picnic table inspection and cleaning.	EA	1	\$ 13.49	26	\$ 350.69
33	Trash receptacle inspection, emptying, replace bag, & cleaning.	EA	2	\$ 4.42	26	\$ 229.63
34	Bench inspection and cleaning.	EA	3	\$ 13.25	26	\$ 1,033.34
35	Dog-waste receptacle/doggy dispenser inspection, emptying, bag replacement, cleaning, and baggy replenishing.	EA	2	\$ 0.69	52	\$ 71.77

FREEDOM PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
36	Railroad tie steps inspection and sweeping.	LS	1	\$ 29.17	12	\$ 350.06
.k						\$ 15,999.61
TOTAL AMOUNT COST BREAKDOWN IN WORDS _ Fifteen Thousand, Nine Hundred Ninety Nine dollars and 61 cents						

\*For multiplication purposes, treat as (1).



GATES CANYON PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$	52	0
2	Walkthrough inspection with City representative.	LS	1	\$	12	0
3	Paved sidewalks, walkways, sports court, and parking area cleanup, sweeping, weed control, and litter removal.	100 SF	822	\$ 0.04	260	\$ 7,880.89
4	Insect, disease, pest, and rodent control.	LS	1	287.5	*As required.	\$ 287.50
5	Litter removal, weeding, and mulching.	100 SF	1,303	\$ 0.07	52	\$ 4,840.91
6	Mowing and edging.	100 SF	182	\$ 3.39	41	\$ 25,265.06
7	Fertilization.	100 SF	182	\$ 12.68	3	\$ 6,925.03
8	Weed control.	100 SF	182	\$ 3.14	3	\$ 1,715.48
9	Aeration. (NONE)	100 SF	182		2	\$ NONE
10	Dethatching. (NONE)	100 SF	182	\$	4	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
11	Inspect, weed, and clean groundcover and shrub beds.	100 SF	35	\$ 5.31	12	\$ 2,231.34
12	Pruning in natural form.	100 SF	35	\$ 15.75	2	\$ 1,102.82
13	Edging.	LS	1	\$ 46.19	12	\$ 554.22
14	Fertilization. (NONE)	100 SF	35	\$	4	\$ NONE
15	Replace annual color plants. (NONE)	100 SF	1	\$	4	\$ NONE
16	Mulching (top dress). (NONE)	100 SF	35	\$	2	\$ NONE
<b>TREES</b>						
17	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	98	\$ 0.13	12	\$ 154.21
18	Pruning for pedestrian/vehicular clearance.	EA	98	\$ 0.26	12	\$ 308.45
19	Maintain tree-watering basins, weeding and mulching, leveling, and level grates.	EA	98	\$ 0.52	12	\$ 616.90

GATES CANYON PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMO UNT
20	Inspect and adjust tree stakes, ties and guys.	EA	98	\$ 0.13	12	\$ 154.21
21	Fertilization. (NONE)	EA	98	\$	3	\$ NONE
22	Watering. (NONE)	EA	33	\$	156	\$ NONE
<b>IRRIGATION SYSTEMS</b>						
23	Operate, inspect, repair, and adjust/program irrigation systems.	1,000 SF	32	\$ 1.20	52	\$ 2,004.79
24	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	32	\$ 0.80	12	\$ 308.45
25	Irrigation system audit.	1,000 SF	32	\$ 1.84	2	\$ 117.50
<b>PARK AND RECREATION AMENITIES</b>						
26	Play area sand surfacing inspection / weeding / raking / leveling / screening / litter removal / debris removal.	SF	400	\$ 0.02	104	\$ 684.16
27	D.G. pathways at interactive play area inspection / raking / leveling / replenishing.	SF	1,500	\$ 0.01	52	\$ 684.22
28	Picnic table inspection and cleaning. (NONE)	EA	15	\$	52	\$ NONE
29	Trash receptacle inspection, emptying, replace trash bag and cleaning.	EA	18	\$ 0.55	104	\$ 1,026.32
30	Two-rail fence/handrail inspection and cleaning.	LF	1,030	\$ 0.03	26	\$ 936.00
31	Bench inspection and cleaning.	EA	14	\$ 1.29	52	\$ 935.63
32	Dog-waste receptacle/doggy dispenser inspection, emptying, bag replacement, cleaning, and baggy replenishing.	EA	4	\$ 3.23	104	\$ 1,341.95
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 60,076.04
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Sixty Thousand, Seventy Six dollars and 4 cents						

\*For multiplication purposes, treat as (1).

**GATES CANYON PARK**

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 60,076.04

Bid Schedule Total (in words): Sixty thousand Seventy Six dollars  
and Four cents

Newbury Park Tree Service Inc. 7/27/23  
(Company Name of Bidder) (Date)

GRAPE ARBOR PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager /	LS	1	\$	52	0
2	Walkthrough inspection with City representative.	LS	1	\$	12	0
3	Paved sidewalks, walkways, sports court, and parking area cleanup, sweeping, weed control, and litter/trash removal.	100 SF	139	\$ 0.15	260	\$ 5,257.93
4	Insect, disease, pest, and rodent control.	LS	1	128.4	*As required.	\$ 128.40
5	Litter / trash removal, weeding, and mulching.	100 SF	168	\$ 0.11	52	\$ 962.62
<b>DRAINAGE FACILITIES</b>						
6	Inspect and maintain concrete "V"-ditches and inlets. Perimeter Swell / Concrete	100 LF	8	\$ 7.09	12	\$ 680.87
<b>LAWN AREAS</b>						
7	Mowing and edging.	100 SF	983	\$ 0.25	41	\$ 10,014.85
8	Mowing and edging ball field infield with reel type mower.	100 SF	36	\$ 0.28	41	\$ 417.29
9	Fertilization.	100 SF	1,019	\$ 1.24	3	\$ 3,805.74
10	Weed control.	100 SF	1,019	\$ 0.41	3	\$ 1,250.37
11	Aeration. (NONE)	100 SF	1,019	\$	2	\$ NONE
12	Dethatching. (NONE)	100 SF	1,019	\$	4	\$ NONE
<b>GROUND COVER AND SHRUB AREAS</b>						
13	Inspect, weed, and clean groundcover and shrub beds.	100 SF	46	\$ 1.76	12	\$ 970.42
14	Pruning in natural form.	100 SF	46	\$ 6.11	2	\$ 561.74
15	Edging.	LS	1	\$ 26.96	12	\$ 323.57
16	Fertilization.	100 SF	46	\$ 4.22	4	\$ 776.94
17	Replace annual color plants. (NONE)	100 SF	4		4	\$ NONE
18	DG Install (top dress). November & March	100 SF	46	\$ 17.32	2	\$ 1,593.00

GRAPE ARBOR PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>TREES</b>						
19	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	70	\$ 0.10	12	\$ 80.89
20	Pruning for pedestrian/vehicular clearance. Removal of sucker growth.	EA	70	\$ 0.82	12	\$ 690.45
21	Maintain tree-watering basins, weeding, and mulching.	EA	70	\$ 1.12	6	\$ 472.45
22	Inspect and adjust tree stakes, ties and guys.	EA	70	\$ 180.89	<b>*As required</b>	\$ 180.89
23	Fertilization. (NONE)	EA	70		3	\$ NONE
24	Weed control	100 SF	80	\$ 0.10	12	\$ 1,323.57
25	Weeding of Planter, Pruning, Edging, and Detail Work on Plants/Shrubs.	10 SF	70	\$ 1.01	12	\$ 845.50
26	DG Install (top dress). November & December	10 SF	70	\$ 6.75	2	\$ 945.50
<b>IRRIGATION SYSTEMS</b>						
27	Operate, inspect, repair, and adjust/program irrigation systems. Adjust irrigation to meet seasonal needs.	1,000 SF	130	\$ 0.24	26	\$ 813.22
28	Irrigation system audit. (NONE)	1,000 SF	130	\$	4	\$ NONE
<b>PARK AND RECREATION AMENITIES</b>						
29	brick dust base lines at ball field area inspection / weeding / raking / leveling / replanting	SF	600	\$ 0.09	26	\$ 1,435.45
30	Vertical Mow Base Lines	10 LF	46	\$ 0.10	6	\$ 575.00
31	Play area resilient paving inspection and cleaning.	SF	355	\$ 0.08	12	\$ 350.45
32	Concrete picnic area wash down.	100 SF	12	\$ 0.10	104	\$ 717.72

GRAPE ARBOR PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
33	Trash receptacle inspection, emptying and cleaning.	EA	14	\$ 1.38	52	\$ 1,004.64
34	Bench inspection and cleaning.	EA	1	\$ 7.98	52	\$ 414.82
35	Volleyball court sand surfacing inspection / raking / leveling / screening.	SF	2,900	\$ 0.00	52	\$ 716.60
36	Rototilling & Replenishing Sand	SF	2,900	\$ 0.40	3	\$ 3,450.00
37	Ball field backstop and home plate inspection and weeding.	EA	1	\$ 20.34	12	\$ 244.02
38	Dog-waste receptacle/doggy dispenser inspection, emptying, trash bag replacement, cleaning, and baggy replenishing.	EA	3	\$ 2.43	104	\$ 758.86
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 41,763.77
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Forty One Thousand, Seven Hundred Sixty Three dollars and 77 cents						

\*For multiplication purposes, treat as (1).

**GRAPE ARBOR PARK**

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 41,763.77

Bid Schedule Total (in words): Forty one thousand Seven hundred  
Sixty three dollars and Seventy seven cents

Newbury Park Tree Service Inc. 7/27/23  
(Company/Name of Bidder) (Date)

HIGHLANDS PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual / operational.	LS	1	\$ -	26	0
2	Walkthrough inspection with City representative.	LS	1	\$	12	\$
3	Paved walkway area cleanup, sweeping, weed control, and litter / trash removal.	100 SF	14	\$ 0.96	52	\$ 701.06
4	Insect, disease, pest, and rodent control.	LS	1	\$ 128.40	*As required.	\$ 128.40
5	Litter / debris removal, weeding, and mulching / or amendment.	100 SF	40	\$ 2.92	6	\$ 701.05
<b>GROUNDCOVER AND SHRUB AREAS</b>						
6	Inspect, weed, and clean groundcover and shrub beds.	100 SF	8	\$ 3.20	12	\$ 306.78
7	Pruning.	100 SF	8	\$ 22.12	2	\$ 353.92
8	Edging.	LS	1	\$ 24.73	12	\$ 296.78
9	Fertilization. (NONE)	100 SF	8	\$	4	\$ NONE
10	Mulching (top dress). (NONE)	100 SF	8	\$	2	\$ NONE
<b>TREES</b>						
11	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	3	\$ 0.90	12	\$ 32.40
12	Pruning for pedestrian/vehicular clearance.	EA	3	\$ 6.01	12	\$ 216.18
13	Maintain tree-watering basins, and weeding.	EA	3	\$ 4.22	12	\$ 151.77
14	Inspect and adjust tree stakes, ties and guys. (NONE)	EA	3		2	\$ NONE
15	Fertilization. (NONE)	EA	3		4	\$ NONE
<b>PLANTED SLOPES</b>						
16	Inspect for damage and special needs to maintain health.	100 SF	21	\$ 0.32	12	\$ 80.89
17	Pruning in natural form.	100 SF	21	\$ 9.07	2	\$ 380.89
18	Edging.	LS	21	\$ 0.50	12	\$ 125.00
19	Weed control.	100 SF	21	\$ 1.44	12	\$ 361.78
20	Fertilization. (NONE)	100 SF	21	\$	4	\$ NONE

HIGHLANDS PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
21	Mulching (top dress). (NONE)	100 SF	21	\$	6	\$ NONE
<b>IRRIGATION SYSTEMS</b>						
22	Operate, inspect, repair, and adjust/program irrigation systems. Adjust irrigation to meet seasonal needs.	100 SF	29	\$ 12.09	12	\$ 350.52
<b>PARK AND RECREATION AMENITIES</b>						
23	Play area sand/certified wood chips surfacing inspection / raking / leveling / screening / replenishing.	SF	750	\$ 0.02	26	\$ 358.49
24	Play area resilient paving inspection and cleaning.	SF	160	\$ 0.12	12	\$ 224.24
25	Concrete walkway wash down.	100 SF	1,360	\$ 0.02	26	\$ 717.10
26	Picnic table cleaning.	EA	2	\$ 4.78	48	\$ 459.26
27	Trash receptacle inspection, emptying, bag replacement, and cleaning.	EA	1	\$ 1.38	52	\$ 71.76
28	Bench cleaning.	EA	1	\$ 2.21	52	\$ 114.82
<b>TOTAL AMOUNT COST BREAKDOWN IN FIGURES</b>						\$ 6,133.10
<b>TOTAL AMOUNT COST BREAKDOWN IN WORDS :</b> Six Thousand, One Hundred Thirty Three dollars and 10 cents						

\*For multiplication purposes, treat as (1).

## HIGHLANDS PARK

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 6133.10

Bid Schedule Total (in words): Six thousand one hundred thirty three dollars and ten cents.

Newbury Park Tree Service Inc      7/27/23  
(Company/Name of Bidder)      (Date)

**MUREAU ROAD AND LAS VIRGENES ROAD POCKET PARK**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual / operational.	LS	1	\$	26	\$
2	Walkthrough inspection with City representative.	LS	1	\$	12	\$
3	Paved sidewalk cleanup, sweeping, weed control, and litter / trash removal.	100 SF	24	\$ 0.28	104	\$ 701.05
4	Insect, disease, pest, and rodent control.	LS	1	\$ 128.40	<b>*As required.</b>	\$ 128.40
5	Litter removal, weeding, and top dress with DG..	100 SF	121	\$ 0.28	12	\$ 1,402.10
<b>LAWN AREAS</b>						
6	Mowing and edging.	100 SF	37			\$ 1,334.59
7	Fertilization.	100 SF	37	\$ 0.28	3	\$ 244.70
8	Weed control.	100 SF	37	\$ 0.28	3	\$ 125.20
9	Aeration. (NONE)	100 SF	37	\$	2	\$ NONE
10	Dethatching. (NONE)	100 SF	37	\$	4	\$ NONE
<b>GROUND COVER AND SHRUB AREAS</b>						
11	Inspect, weed, and clean groundcover and shrub beds.	100 SF	44	\$ 0.28	12	\$ 161.78
12	Pruning in natural form.	100 SF	44	\$ 0.28	2	\$ 161.57
13	Edging.	LS	1	\$ 13.48	12	\$ 161.71
14	Replace annual color planting.	100 SF	6	\$ 0.28	4	\$ 1,479.17
15	Fertilization. (NONE)	100 SF	44	\$	4	\$ NONE
16	Mulching/Amendment (Top Dress)	100 SF	44	\$ 0.28	2	\$ 953.93
<b>TREES</b>						
17	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	47	\$ 0.14	12	\$ 80.89
18	Pruning for pedestrian/vehicular clearance.	EA	47	\$ 0.66	12	\$ 375.00
19	Maintain street tree-watering basins, weeding and mulching and level grates.	EA	14	\$ 3.48	6	\$ 292.00
20	Inspect and adjust tree stakes, ties and guys.	EA	14	\$ 0.48	12	\$ 80.89

MUREAU ROAD AND LAS VIRGENES ROAD POCKET PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
21	Fertilization. (NONE)	EA	14	\$	3	\$ NONE
22	Street tree watering. (Weekly June thru September)	EA	6	\$	34	\$
<b>IRRIGATION SYSTEMS</b>						
23	Operate, inspect, repair, and adjust/program irrigation systems. Adjust irrigation system to meet seasonal needs	1,000 SF	13	\$ 0.50	26	\$ 168.25
<b>PARK AND RECREATION AMENITIES</b>						
24	Picnic table inspection and cleaning.	EA	2	\$ 2.21	52	\$ 229.64
25	Trash receptacle inspection, emptying, new bag, and cleaning.	EA	2	\$ 1.65	52	\$ 171.76
26	Dog-waste receptacle/doggy dispenser inspection, emptying & replacing trash bag, cleaning, and waste baggy replenishing.	EA	1	\$ 12.92	52	\$ 671.76
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 8,924.40
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Eight Thousand, Nine Hundred Twenty Four dollars and 40 cents						

\*For multiplication purposes, treat as (1).

**MUREAU ROAD AND LAS VIRGENES ROAD POCKET PARK**

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 8942.40

Bid Schedule Total (in words): Eight Thousand Nine Hundred  
Forty Two dollar and 40 cents

Newbury Park Tree Service, Inc 7/27/23  
(Company Name of Bidder) (Date)

WILD WALNUT PARK						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual / operational.	LS	1	\$	26	\$
2	Walkthrough inspection with City representative.	LS	1	\$	12	\$
3	Park trails cleanup, leveling, weed control, and trash & litter removal.	LF	2900	\$ 0.03	39	\$ 3,094.42
4	Insect, disease, pest, and rodent control and fill in holes on pathways.	LS	1	\$ 128.40	<b>*As required.</b>	\$ 128.40
5	Litter and brush removal, weeding, and mulching.	100 SF	128	\$ 0.03	52	\$ 1,336.58
<b>TREES</b>						
6	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	LS	1	\$ 6.43	12	\$ 77.11
7	Pruning for pedestrian/vehicular clearance on pathways and trails.	LS	1	\$ 6.43	12	\$ 77.11
8	Maintain tree-watering basins, weeding, and mulching.	LS	1	\$ 6.43	12	\$ 77.11
9	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 6.43	12	\$ 77.11
10	Watering (seedling trees).	LS	1	\$ 334.15	<b>*As required.</b>	\$ 334.15
<b>PARK AND RECREATION AMENITIES</b>						
11	Picnic table cleaning.	LS	1	\$ 11.54	52	\$ 600.00
12	Dog waste receptacle/doggy dispenser inspection, emptying, install new bag, cleaning, and bag replacement.	LS	1	\$ 6.68	104	\$ 695.00
13	Trash receptacle(s) inspection, emptying, install new bag and cleaning.	LS	1	\$ 6.92	52	\$ 360.00
14	Bench cleaning. (Clean off all Cob-Webs and Wipe Down)	EA	5	\$ 0.92	52	\$ 240.00
<b>TOTAL AMOUNT COST BREAKDOWN IN FIGURES</b>						\$ 7,097.00
<b>TOTAL AMOUNT COST BREAKDOWN IN WORDS</b> : Seven Thousand, Ninety Seven dollars and 00 cents						

\*For multiplication purposes, treat as (1).

**WILD WALNUT PARK**

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The award of bid will be based on the lowest bidding schedule total. The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 7097.00

Bid Schedule Total (in words): Seven thousand ninety seven  
dollars and no cents.

Nursery Park Tree Service Inc. 7/27/23  
(Company Name of Bidder) (Date)

ALICE C. STELLE MIDDLE SCHOOL SPORTS FIELDS						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual / operational.	LS	1	\$ 125.00	12	\$ 1,500.00
2	Walkthrough inspection with City representative.	LS	1	\$ 125.00	12	\$ 1,500.00
3	Insect, disease, pest, and rodent presence inspection and REPORT ONLY.	LS	1	128.4	<b>REPORT ONLY</b>	\$ 128.40
<b>LAWN AREAS</b>						
4	Mowing	100 SF	1,840	0.630912	41	\$ 47,596.00
5	Fertilization.	100 SF	1,840	1.4447464	3	\$ 7,975.00
6	Weed control. (NONE)	100 SF	1,840	\$	3	\$ NONE
<b>TREES</b>						
7	Inspect for damage and/or special needs for safety and health, including photo documentation of potential problem and report immediately.	EA	4	\$	6	\$ NONE
8	Pruning for pedestrian/vehicular clearance.	EA	4	\$	2	\$ NONE
9	Maintain tree watering basins, and weeding. (NONE)	EA	4	\$	2	\$ NONE
10	Inspect and adjust tree stakes, ties and guys. (NONE)	EA		\$	6	\$ NONE
<b>IRRIGATION SYSTEMS</b>						
11	Operate, inspect, repair, and adjust/program irrigation systems. Adjust system to meet seasonal needs.	1,000 SF	184	\$ 0.82	12	\$ 1,800.00
<b>TOTAL AMOUNT COST BREAKDOWN IN FIGURES</b>						\$ 60,499.40
<b>TOTAL AMOUNT COST BREAKDOWN IN WORDS :</b> Sixty Thousand Four Hundred Ninety Nine dollars and forty cents						

\*For multiplication purposes, treat as (1).



TENNIS AND SWIM CENTER						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager. visual / operational.	LS	1	\$	39	\$
2	Walkthrough inspection with City representative.	LS	1	\$	12	\$
3	Paved sidewalk, walkway areas, picnic areas, pool area and parking area cleanup, sweeping, weed control, and litter / trash removal.	100 SF	857	\$ 0.23	104	\$ 20,945.00
4	Insect, disease, pest, and rodent control.	LS	1	\$ 128.40	*As required.	\$ 128.40
5	Litter removal from parking lot, and weeding.	100 SF	375	\$ 0.95	26	\$ 9,250.00
<b>DRAINAGE FACILITIES</b>						
6	Inspect and maintain concrete "V"-ditches and inlets. (Remove all soil / plant / tree debris)	LF	10	\$ 14.01	12	\$ 1,680.89
<b>LAWN AREAS</b>						
7	Mowing and edging.	100 SF	415	\$	41	\$ 19,729.00
8	Fertilization.	100 SF	415	\$ 0.67	4	\$ 1,511.63
9	Weed control.	100 SF	415	\$ 0.67	3	\$ 3,477.35
10	Aeration.	100 SF	415	\$	2	NONE
11	De-thatching.	100 SF	415	\$	4	NONE
<b>FLOWERS, GROUNDCOVER, AND SHRUB AREAS</b>						
12	Inspect, weed, and clean groundcover and shrub beds.	100 SF	315	\$ 0.67	12	\$ 14,084.45
13	Pruning in natural form.	100 SF	315	\$ 0.67	2	\$ 6,028.16
14	Edging.	LS	1	\$ 218.08	12	\$ 2,616.90
15	Fertilization.	100 SF	315	\$ 0.67	4	\$ 1,209.30
16	Replace annual color plants.	100 SF	30	\$	4	\$
17	Mulching (top dress).	100 SF	315	\$ 0.67	2	\$ 9,411.62

TENNIS AND SWIM CENTER						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>TREES</b>						
18	Inspect for damage and/or special needs for safety and health. including photo documentation of potential problem and report immediately.	EA	176	\$ 0.31	12	\$ 654.22
19	Pruning for pedestrian/vehicular clearance.	EA	176	\$ 0.62	12	\$ 1,308.44
20	Maintain tree-watering basins. weeding. mulching.	EA	176	\$ 0.59	12	\$ 1,245.00
21	Inspect and adjust tree stakes. ties and guys.	EA	176	\$ 0.17	12	\$ 354.22
22	Fertilization.	EA	176	\$	4	\$ -
<b>PLANTED SLOPES (INTERIOR)</b>						
23	Inspect for damage and special needs to maintain health.	100 SF	80	\$ 0.37	12	\$ 354.22
24	Pruning in natural form.	100 SF	80	\$ 1.29	2	\$ 205.63
25	Edging.	LS	1	\$ 50.70	12	\$ 608.45
26	Weed control.	100 SF	80	\$ 4.41	12	\$ 4,233.79
27	Fertilization.	100 SF	80	\$ 0.91	4	\$ 292.78
28	Mulching (top dress).	100 SF	80	\$ 4.49	6	\$ 2,154.22
<b>IRRIGATION SYSTEMS</b>						
29	Operate. inspect. repair. and adjust/program irrigation systems. Adjust irrigation system to meet seasonal needs.	1.000 SF	84	\$ 0.89	26	\$ 1,950.00
30	Irrigation system audit. (NONE)	1.000 SF	84	\$	2	\$ NONE
<b>PARK AND RECREATION AMENITIES</b>						
31	Dog-waste receptacle/doggy dispenser inspection. emptying. replace trash bag. cleaning. and heavy maintenance.	EA	2	\$ 8.84	52	\$ 918.90
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 104,352.57
TOTAL AMOUNT COST BREAKDOWN IN WORDS : One Hundred Four Thousand, Three Hundred Fifty Two dollars and 57 cents						

\*For multiplication purposes. treat as (1).

## TENNIS AND SWIM CENTER

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 104,352.57

Bid Schedule Total (in words): One hundred ~~thousand~~ three hundred  
Fifty two dollars and fifty seven cents

Newbury Park Tree Service Inc.  
(Company Name of Bidder)

7/27/23

### Cost Breakdown Total

COST BREAKDOWN TITLE	COST BREAKDOWN TOTAL
BARK PARK	\$ 19,777.27
CREEKSIDE PARK AND COMMUNITY CENTER	\$ 24,940.47
DE ANZA PARK	\$ 63,464.11
FREEDOM PARK	\$ 15,999.61
GATES CANYON PARK	\$ 60,076.04
GRAPE ARBOR PARK	\$ 41,763.77
HIGHLANDS PARK	\$ 6,133.10
MUREAU ROAD AND LAS VIRGENES ROAD POCKET PARK	\$ 8,924.40
WILD WALNUT PARK	\$ 7,097.00
ALICE C. STELLE MIDDLE SCHOOL SPORTS FIELD	\$ <del>4,928.40</del> <b>60,499.40</b>
TENNIS AND SWIM CENTER	\$ 104,352.57
<b>TOTAL AMOUNT OF ALL ELEVEN COST BREAKDOWNS IN FIGURES</b>	<b>\$ <del>357,456.74</del> 413,027.74</b>
<b>TOTAL AMOUNT OF ALL TWELVE COST BREAKDOWNS IN WORDS:</b>	
<del>Three Hundred Fifty Seven Thousand Four Hundred Fifty Six dollars and 74 cents</del>	
<b>Four hundred thirteen thousand twenty seven dollars and seventy four cents</b>	

Note: The total combined cost of the twelve Cost Breakdowns will be considered the base bid for this cor

Name of Landscape Maintenance Firm:

Newbury Park Tree Service, Inc.

Contractors License Number: 697817

Authorized Signature: *[Signature]*

Title: President

Date: 7/27/2023

Item No.	Unit Price List			Unit Price	Unit
1	Misc. irrigation system repair parts @ cost plus %				
2	Landscape Irrigation Technician: Hourly Rate:		\$ 85.00	EA	
3	Pop-up sprinkler / replace	4"	@	\$ 28.00	EA
		6"	@	\$ 34.00	EA
		12"	@	\$ 40.00	EA
4	Pop-up gear drive sprinkler / replace	4"	@	\$ 76.00	EA
		6"	@	\$ 88.00	EA
		12"	@	\$ 95.00	EA
5	Fixed shrub sprinkler / replace	4"	@	\$ 28.00	EA
		6"	@	\$ 32.00	EA
		12"	@	\$ 40.00	EA
6	Fixed shrub gear driven sprinkler / replace	4"	@	\$ 75.00	EA
		6"	@	\$ 90.00	EA
		12"	@	\$ 105.00	EA
7	Automatic sprinkler valve / replace	¾"	@	\$ 195.00	EA
		1"	@	\$ 225.00	EA
		1½"	@	\$ 295.00	EA
		2"	@	\$ 350.00	EA
8	1-gal. shrub/perennial install		@	\$ 29.00	EA
9	2-gal. shrub/perennial install in		@	\$ 42.00	EA
10	5-gal. shrub/perennial install		@	\$ 49.00	EA
11	5-gal tree in place (stakes incl.)		@	\$ 55.00	EA
12	15 gal. Tree in place (stakes incl.)		@	\$ 185.00	EA
13	24" box tree in place (stakes incl.)		@	\$ 425.00	EA
14	36" box tree in place (stakes. incl.)		@	\$ 950.00	EA
15	48" box tree in place (stakes. incl.)		@	\$ 1,995.00	EA
16	Hand watering of tree well		@	\$ 17.00	EA
17	Flat of ground cover install		@	\$ 54.00	EA
18	4" pot flat annual color (16-plants per flat count)		@	\$ 52.00	EA
19	Planter bed mulch in place		@	\$ 78.00	/Cubic Yard
20	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 300.00	/1,000 Sq. Ft.
21	Turf aeration		@	\$ 125.00	/1,000 Sq. Ft.
22	Additional labor		@	\$ 65.00	/Manhour
23	Additional supervisor		@	\$ 85.00	/Manhour
24	Additional mowing		@	\$ 1.35	/100 Sq. Ft.
25	Sod installation		@	\$ 2.25	SF
26	Seed installation		@	\$ 0.35	SF
27	Fertilization (shrub bed & turf)		@	\$ 740.00	/100 Sq. Ft.
28	Soil test and analysis		@	\$ 295.00	Unit

Item No.	Unit Price List			Unit Price	Unit
29	Plant tissue analysis		@	\$ 195.00	Unit
30	Plant pathology test		@	\$ 195.00	Unit
31	Backflow prevention device inspection		@	\$ 225.00	Unit
32	Pesticide application on trees for disease control		@	\$ 195.00	EA
33	Landscape Design Services		@	\$ 150.00	Hour
34	Submit disease/pest control records to county agricultural commissioner		@	\$ 145.00	Per occurrence
35	Insect, disease and rodent control		@	\$ 645.00	10,000 Sq. Ft.



CITY of CALABASAS

### ITEM 3 ATTACHMENT C

## PROFESSIONAL SERVICES AGREEMENT

### CONTRACT SUMMARY

<b>Name of Contractor:</b>	Newbury Park Tree Service Inc.
<b>City Department in charge of Contract:</b>	Landscape Division – Public Works
<b>Contact Person for City Department:</b>	Heather Melton – Landscape District Maintenance Manager
<b>Period of Performance for Contract:</b>	September 1, 2023 – August 31, 2028
<b>Not to Exceed Amount of Contract:</b>	\$3,372,753.45
<b>Scope of Work for Contract:</b>	Landscape Maintenance of City Parks

#### Insurance Requirements for Contract:

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

If yes, please provide coverage amounts:

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

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

Other:

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

*(City of Calabasas/Newbury Park Tree Service Inc.)*

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Newbury Park Tree Service Inc. a California corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: landscape maintenance 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.

**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 July 27, 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 July 27, 2023 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date: September 1, 2023.
- 3.4 “Expiration Date”: August 31, 2028.

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 three million three hundred seventy-two thousand seven hundred fifty-three dollars and forty-five cents (**\$3,372,753.45**) 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. **Dean Lappinga** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

## **6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit.

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700

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

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

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Heather Melton  
Telephone: (818) 224-1600  
Hmelton@cityofcalabasas.com

If to Consultant:

Newbury Park Tree Service  
Inc.  
3895 Old Conejo Road  
Newbury Park, CA 91320  
Attn: Dean Lappinga  
Telephone: (805) 498-7841  
info@newburyparktree.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, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

**19. PREVAILING WAGES**

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

- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
*City of Calabasas/Newbury Park Tree Service Inc.*

day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Newbury Park Tree Service Inc.**

By: \_\_\_\_\_  
David J. Shapiro, Mayor

By: \_\_\_\_\_  
Dean Lappinga, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philip Lanzafame, Interim Public Works Director

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

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: AUGUST 14, 2023**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: PHILIP LANZAFAME, INTERIM PUBLIC WORKS DIRECTOR  
HEATHER MELTON, LANDSCAPE DISTRICT MAINTENANCE  
MANAGER**

**SUBJECT: RECOMMENDATION TO AWARD A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT TO NEWBURY PARK TREE SERVICE INC. FOR LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREET MEDIANS AND CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$3,471,522.00.**

**MEETING**

**DATE: AUGUST 23, 2023**

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**SUMMARY RECOMMENDATION:**

Recommendation to award a five-year professional services agreement to Newbury Park Tree Service Inc. for Landscape Maintenance of Public Works street medians and certain sidewalk and parkway areas within the City of Calabasas in an amount not to exceed \$3,471,522.00 which will include Consumer Price Index (CPI) increase for each year accordingly.

**BACKGROUND:**

Newbury Park Tree Service Inc. is the city's current contractor for landscape maintenance under an emergency contract. In November 2021, Venco Western, Inc. reached out to the City and announced the company had been sold. In December of 2021, the new owner(s) asked for a meeting in which they requested a 35% increase on the current Professional Services Agreement (PSA) they had for

the Public Works Street Maintenance Services. Without sufficient justification to warrant a higher fee, the city denied their request. On January 1<sup>st</sup> 2022, Venco Wester, Inc. terminated their agreement with the City by providing a 60-day written notice as required by the termination clause of the agreement.

Staff began reaching out to several landscape maintenance companies to see if there was anyone interested in servicing the Public Works locations. The issue was that the amounts were already pre-determined and we needed to find a contractor that could do the work at the already agreed cost.

Newbury Park Tree Service, Inc. agreed to assume the contract under its current terms and quickly hired an additional landscape crew to service the City of Calabasas; they have been providing emergency landscape maintenance service since March 1<sup>st</sup> 2022. The current emergency service agreement expires on August 31<sup>st</sup> 2023.

#### **DISCUSSION/ANALYSIS:**

The new Request for Proposal (RFP) documents have been prepared in coordination with the Public Works Street Superintendent and the Deputy Public Works Director. In general, the scope of work consists of, but is not limited to, maintenance of landscape planters, environmental medians and parkways, turf areas, irrigation systems, various hardscape areas, various sidewalk areas and certain round-about planters, and freeway on/off ramps (General Landscape Maintenance). Subject areas are shown on the work area maps attached. In addition, the contract includes an allowance for unanticipated activities such as irrigation repair, emergency or weather-related repairs and needs for special events. For budgeting purposes, prior 5-year averages were used to estimate the extent of those costs.

Once the documents were completed and reviewed the Request for Proposal (RFP) were published and issued on July 14<sup>th</sup> 2023. These documents were sent to ten potential landscape contractors on the City's contact list and were posted on the city website. Staff also issued and posted the documents to six bid rooms they were: Bid America, Construct Connect, Construction Bid Board, Construction Market Data, F.W. Dodge/McGraw Hill One Team Pro Services, and Ventura County Contractors Association Plan Room. Within the RFP a mandatory information session was held and six prospective bidders on July 20<sup>th</sup> 2023 attended:

- American Heritage Landscape
- Azteca Landscape, Inc.
- Far East Landscape
- Four Seasons Landscaping
- Green Garden Inc.
- Newbury Park Tree Service, Inc.

On July 31<sup>st</sup> 2023, the City received three proposal packets. The proposers were: Four Seasons Landscaping, Newbury Park Tree Service, and Stay Green, Inc. The proposal summary is below:

<u>PROPOSER</u>	<u>PROPOSAL ANNUAL AMOUNT</u>
Four Seasons Landscaping	\$661,932.50
Newbury Park Tree Service, Inc.	\$498,258.00
Stay Green Inc.	\$657, 514.60

Having only three proposal packets returned, staff did inquire with the other three companies as to why they elected not to submit a proposal. One company was awarded the contract for the City of Downey in the middle of the RFP and were concerned about staffing. Another company explained they were placing their efforts towards the proposal for Calabasas Park Estates HOA landscape maintenance RFP packet under LLAD 22. Staff was unable to discern why the third company elected not to submit.

After reviewing each proposers packet, verifying licenses, and discussions staff reached out to all three contractors and requested interviews. The interviews took place at City Hall, Heather Melton and Luis Hernandez from Public Works were joined by Aimee Haber who represented the Community Services Department.

Once the interviews and the evaluation matrix were completed, staff discussed qualifications and it was determined that Newbury Park Tree Service, Inc. had the best understanding of the needs of the City of Calabasas. In addition, Newbury Park Tree Service, Inc. submitted the lowest bid for the scope of work. Below are the results from the evaluation matrix.

<b>PROPOSER</b>	<b>Matrix Evaluation #1</b>	<b>Matrix Evaluation #2</b>	<b>Matrix Evaluation #3</b>	<b>Total Points 300</b>
Four Seasons Landscaping	80	80	74	234
Newbury Park Tree Service	90	86	88	264
Stay Green, Inc.	Disqualified Did Not Attend the Mandatory Meeting	Disqualified Did Not Attend the Mandatory Meeting	Disqualified Did Not Attend the Mandatory Meeting	0

Staff feels that Newbury Park Tree Inc. showed a clear understanding of the (RFP). Newbury Park Tree Service Inc. also has shown an excellent work and safety record and a productive relationship with both the city staff and many members of the Calabasas community.

Below is a breakdown for the 5-years of the agreement:

	<b>Fiscal Year 2023-24</b>	<b>Fiscal Year 2024-25</b>	<b>Fiscal Year 2025-26</b>	<b>Fiscal Year 2026-27</b>	<b>Fiscal Year 2027-28</b>
<b>Public Works General Landscape Maintenance</b>	\$498,258.00	\$523,170.90	\$549,329.46	\$576,795.92	\$605,635.72
<b>Irrigation Repair</b>	\$75,000.00	\$78,750.00	\$82,687.50	\$86,821.88	\$91,162.97
<b>Strategic Priority Plan Transition/Emergencies-Weather Events/Special Events</b>	\$55,000.00	\$57,750.00	\$60,669.38	\$63,669.35	\$66,852.80
<b>Total Cost</b>	\$628,258.00	\$659,670.90	\$692,654.46	\$727,287.15	\$763,651.49

**Total Price 5 Years: \$3,471,522.00**

**FISCAL IMPACT/SOURCE OF FUNDING:**

Budgeted monies from Fund 10 - General Fund: Division: 321 – General Landscape Maintenance will be utilized for this work.

Staff requests funding be approved and the budget be adjusted accordingly.

**REQUESTED ACTION:**

Recommendation to award a five-year professional services agreement to Newbury Park Tree Service Inc. for Landscape Maintenance of public works street medians and certain sidewalk and parkway areas within the City of Calabasas in an amount not to exceed \$certain sidewalk and parkway areas within the City of Calabasas in an amount not to exceed \$3,471,522.00 which includes a Consumer Price Index (CPI) increase for each year accordingly.

**ATTACHMENTS:**

- Attachment A – Work Area Maps
- Attachment B – Public Works Fee Schedule
- Attachment C – Professional Services Agreement



CITY of CALABASAS

**PUBLIC WORKS  
LANDSCAPE  
MAINTENANCE  
ZONE 1  
MALIBU CANYON**

**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMP
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V\_DITCHES
- CREEK
- STRUCTURES
- PARKS

**IRRIGATION CONTROLLERS/DEVICES**

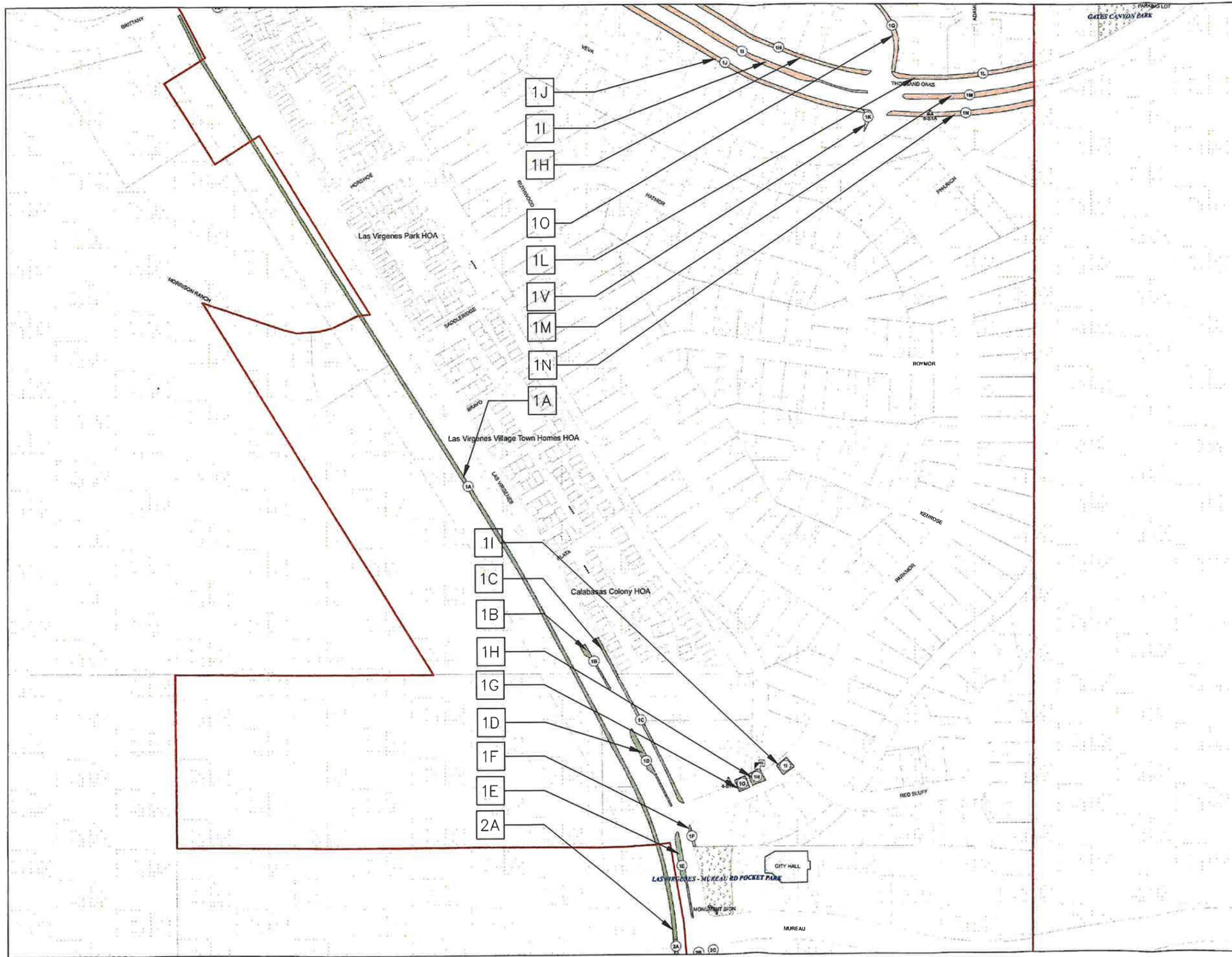
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- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





# CITY of CALABASAS

## PUBLIC WORKS LANDSCAPE MAINTENANCE ZONE 2 (AREA 1) MALIBU CANYON



### LEGEND

#### PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMP'S
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY
- FENCING
- TRAILS
- V\_DITCHES
- CREEK
- STRUCTURES
- PARKS

#### IRRIGATION CONTROLLERS/DEVICES

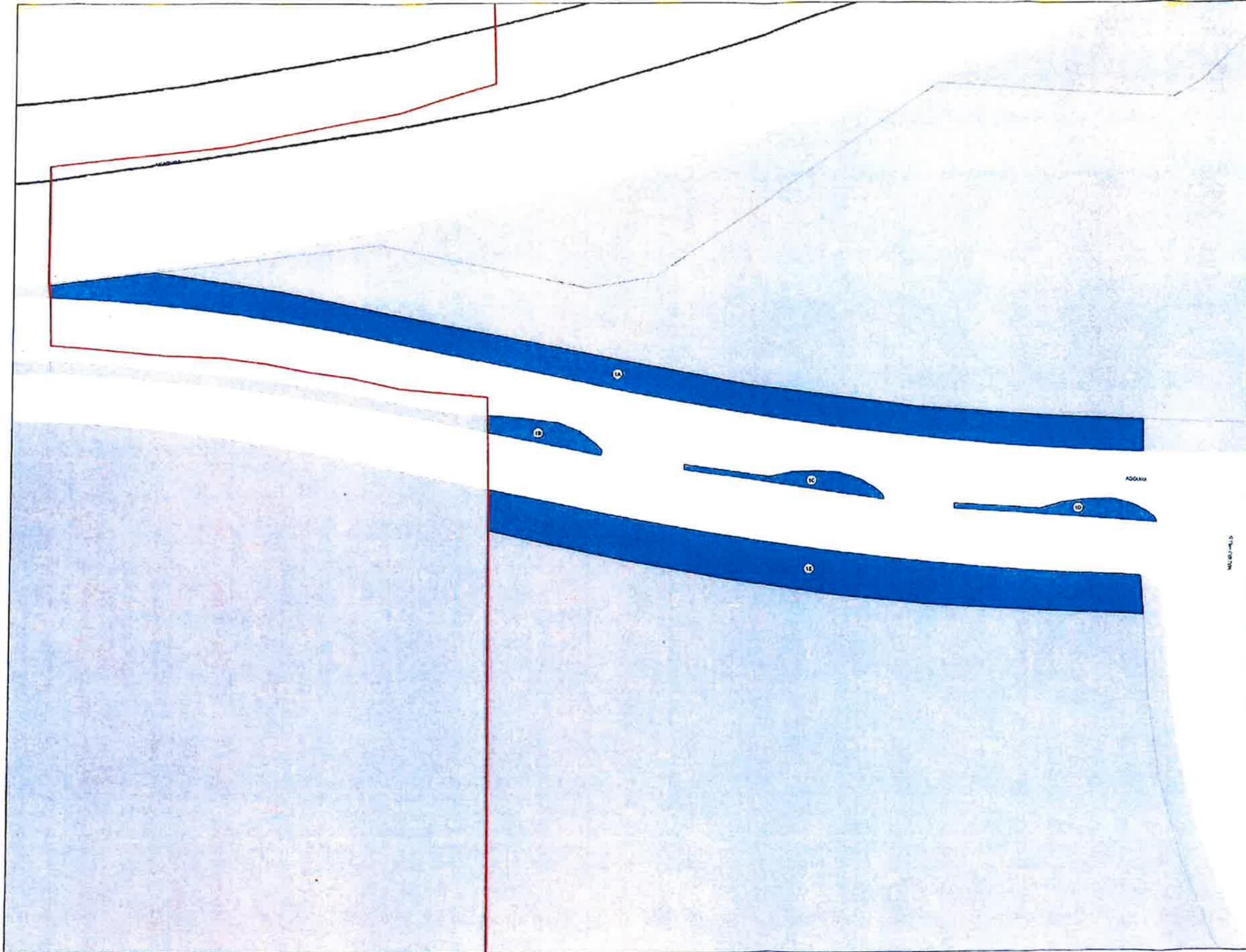
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- RAIN BIRD
- RAINMASTER
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- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS  
MISCELLANEOUS  
AGOURA/  
MALIBU HILLS**



**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMPS
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MILWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V\_DITCHES
- CREEK
- STRUCTURES
- PARKS

**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
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- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
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CITY of CALABASAS

**PUBLIC WORKS  
MISCELLANEOUS  
LAS VIRGENES/  
MULHOLLAND**

**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

FENCING

TRAILS

V\_DITCHES

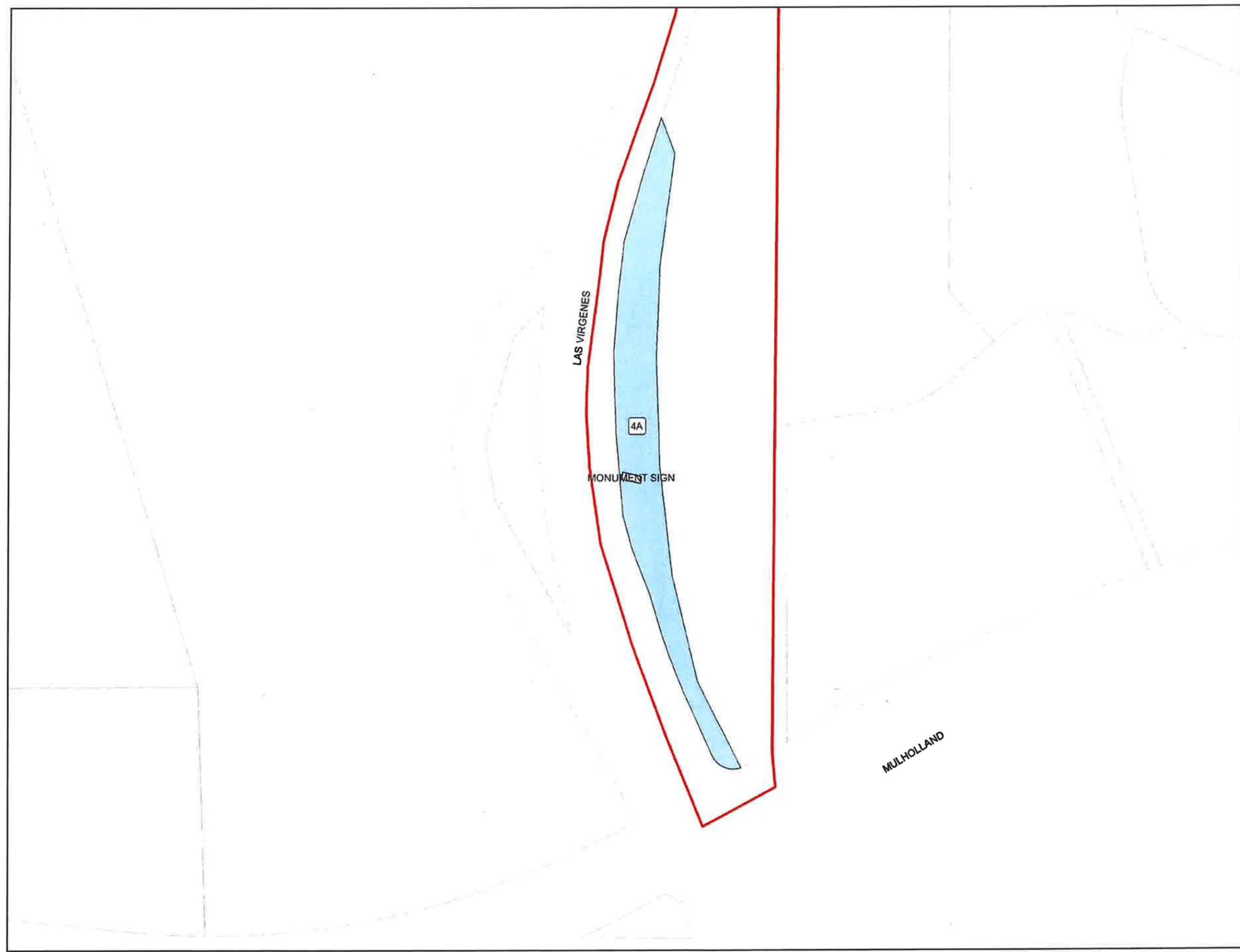
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STRUCTURES

PARKS

**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- DIG
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CITY of CALABASAS

**PUBLIC WORKS  
MISCELLANEOUS  
VALMAR/MEDIANS**

**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

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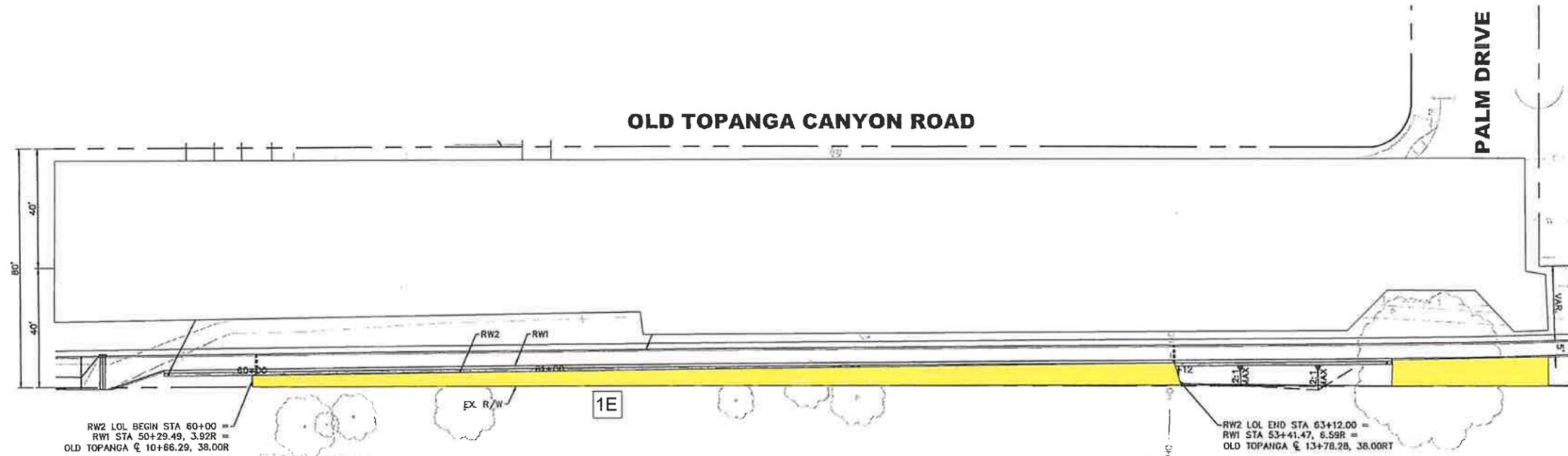




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CITY of CALABASAS

**PUBLIC WORKS  
MISCELLANEOUS  
OTC/Mulholland**



**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

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MISCELLANEOUS  
OTC/Mulholland**

**LEGEND**

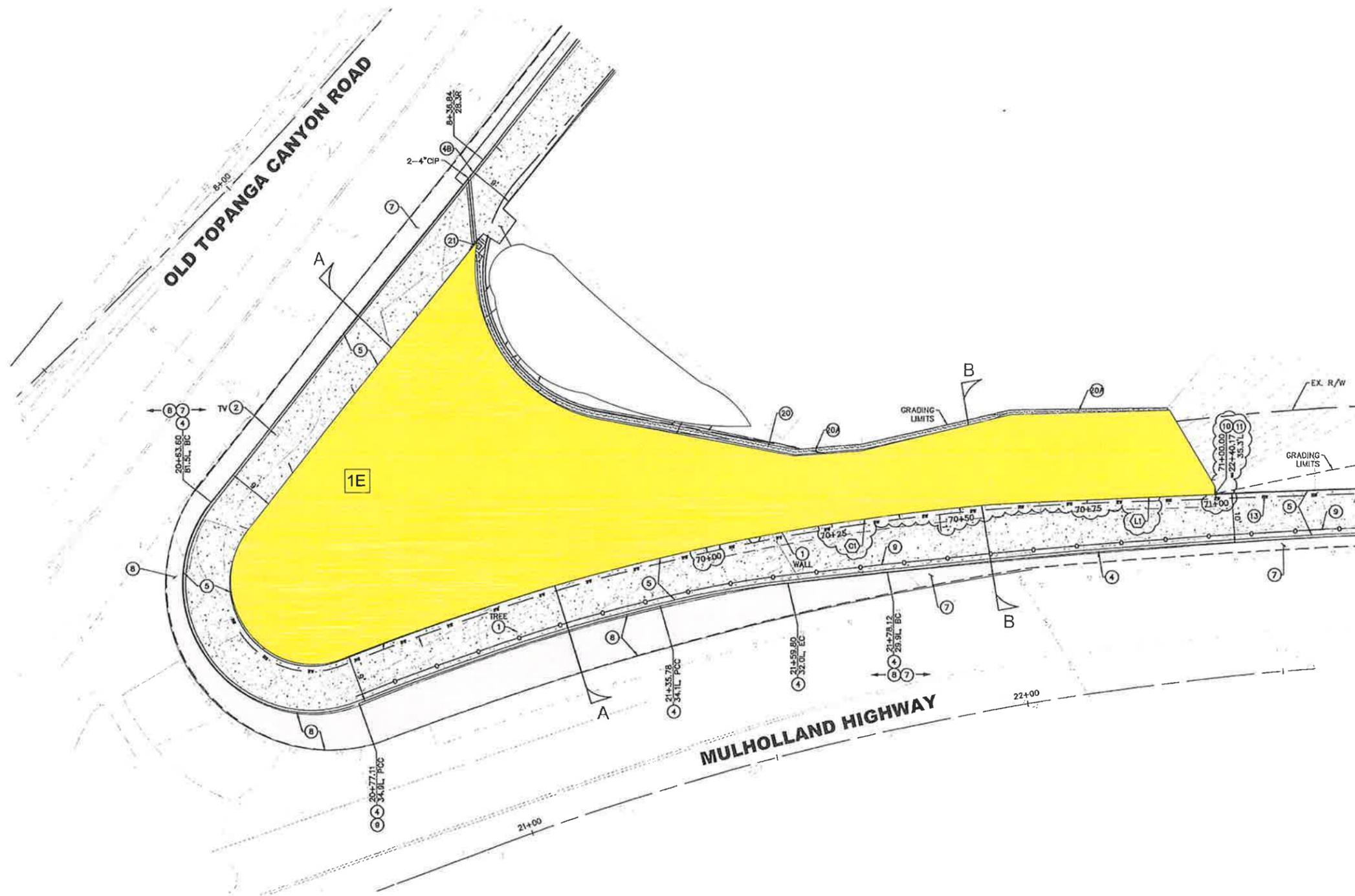
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CITY of CALABASAS

**PUBLIC WORKS  
MISCELLANEOUS  
MULWOOD**

**LEGEND**

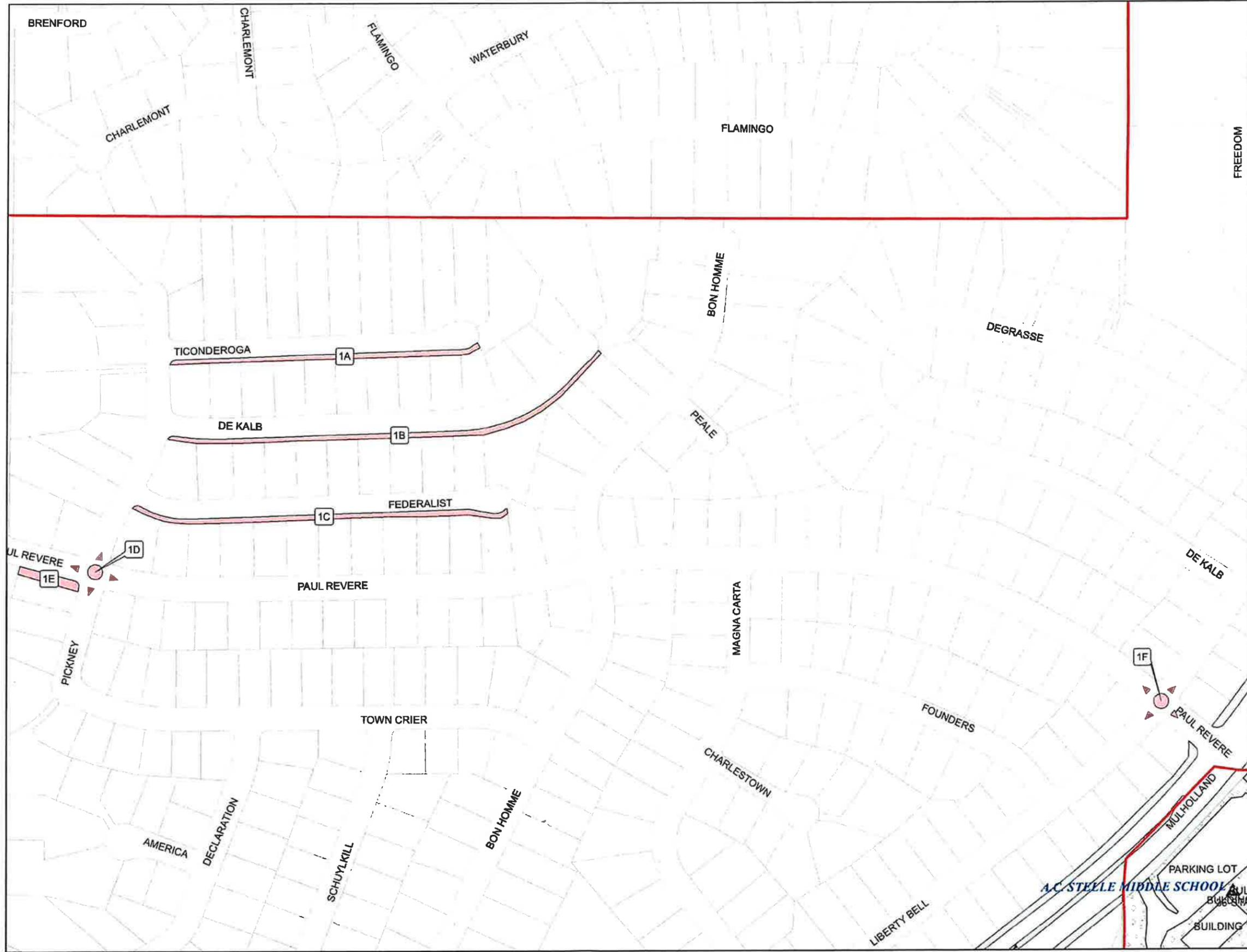
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CITY of CALABASAS

**PUBLIC WORKS  
MISCELLANEOUS  
LAS VIRGENES/  
EDDINGHAM**

**LEGEND**

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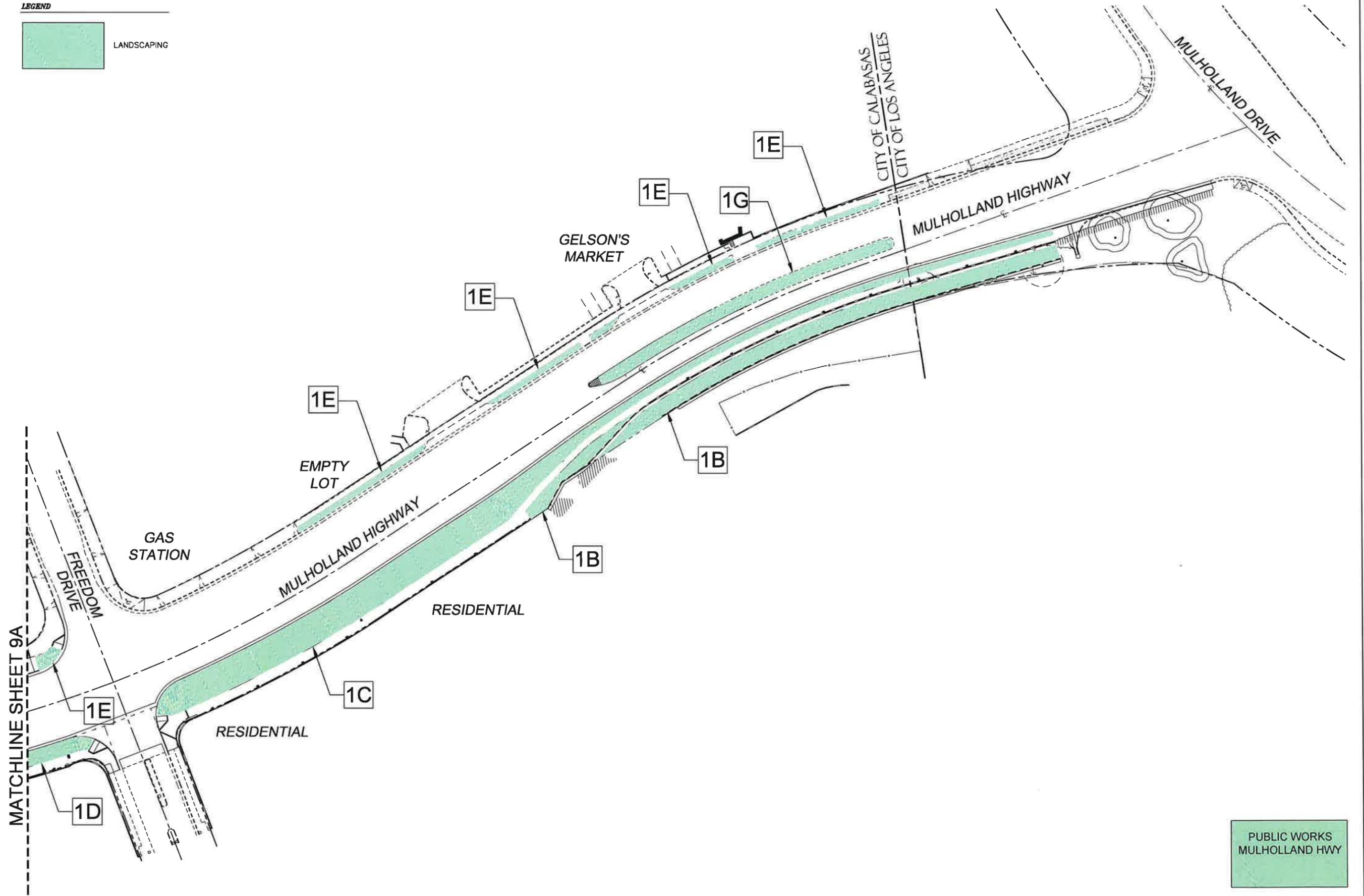
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**IRRIGATION CONTROLLERS/DEVICES**

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- 3 IRRITROL
- 4 LEIT
- 5 RAIN BIRD
- 6 RAINMASTER
- 7 RAINDIAL
- 8 TORO
- 9 CHAMPION
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LEGEND



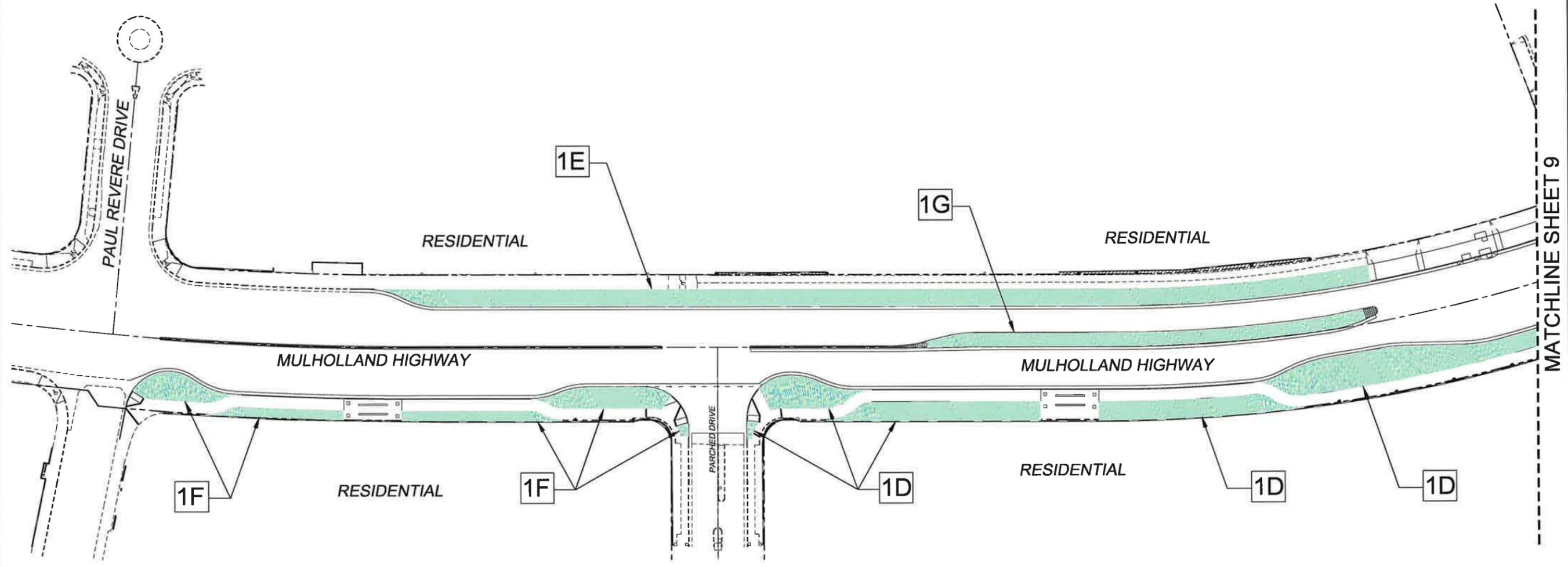
MATCHLINE SHEET 9A

PUBLIC WORKS  
MULHOLLAND HWY

SCALE: N.T.S.

CITY of CALABASAS  
PUBLIC WORKS DEPARTMENT  
100 CIVIC CENTER BLVD  
CALABASAS, CA 91301  
TEL: 818.252.1100  
WWW.CITYCALABASAS.COM

LEGEND



MATCHLINE SHEET 9

PUBLIC WORKS  
MULHOLLAND HWY



SCALE: N.T.S.



CITY of CALABASAS  
PUBLIC WORKS DEPARTMENT  
150 SHAG CANYON BLVD  
CALABASAS, CA 91301  
TEL: 818.251.1200  
FAX: 818.251.1200  
www.cityofcalabasas.com



CITY of CALABASAS

### PUBLIC WORKS MULHOLLAND HIGHWAY

**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

-  ZONE 1 - MALIBU CANYON
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-  ZONE 10 - N/A
-  ZONE 11 - N/A
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-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V\_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

**IRRIGATION CONTROLLERS/DEVICES**

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

### PUBLIC WORKS MULHOLLAND HIGHWAY

**LEGEND**

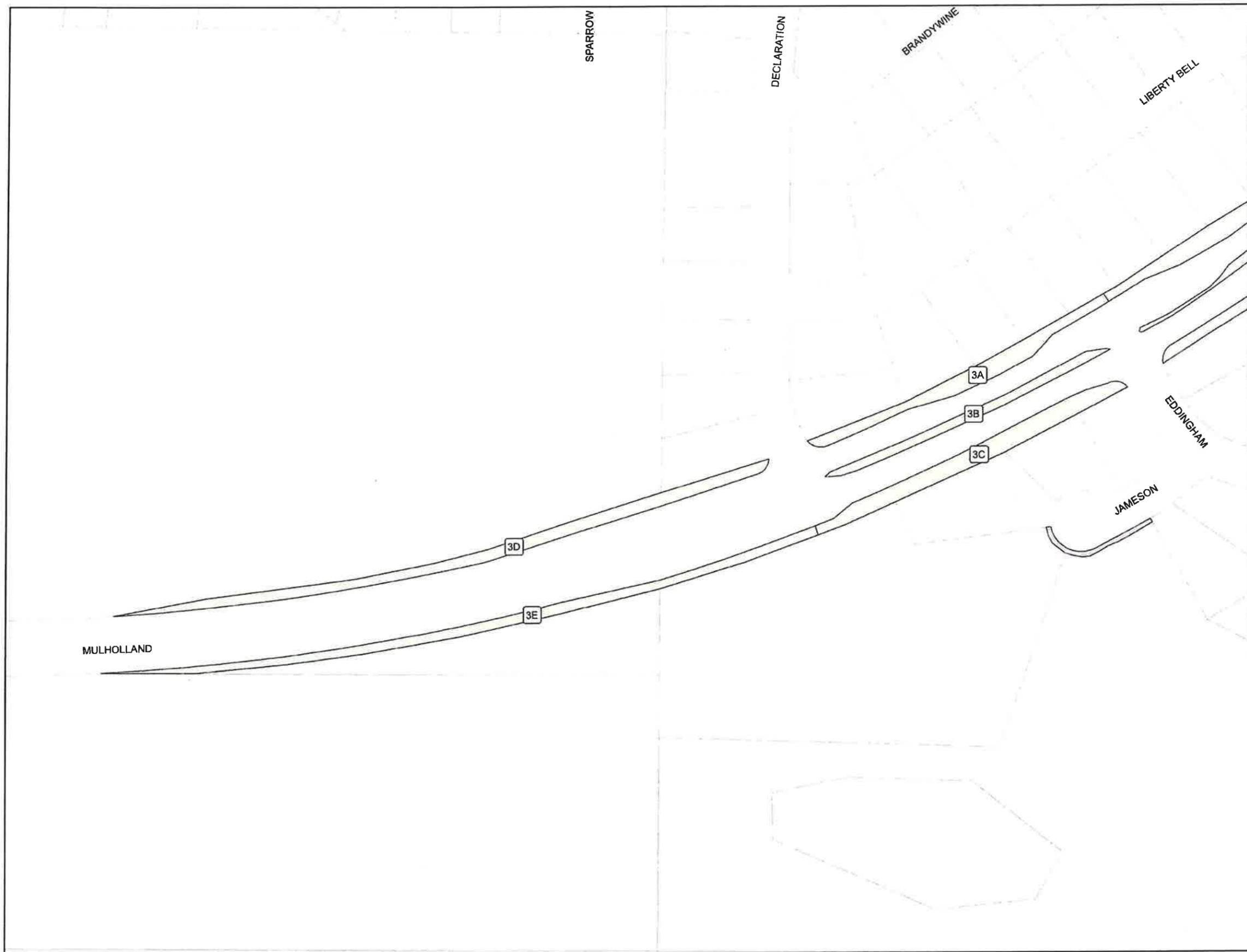
**PUBLIC WORKS MAINTENANCE ZONES**

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V\_DITCHES
- CREEK
- STRUCTURES
- PARKS

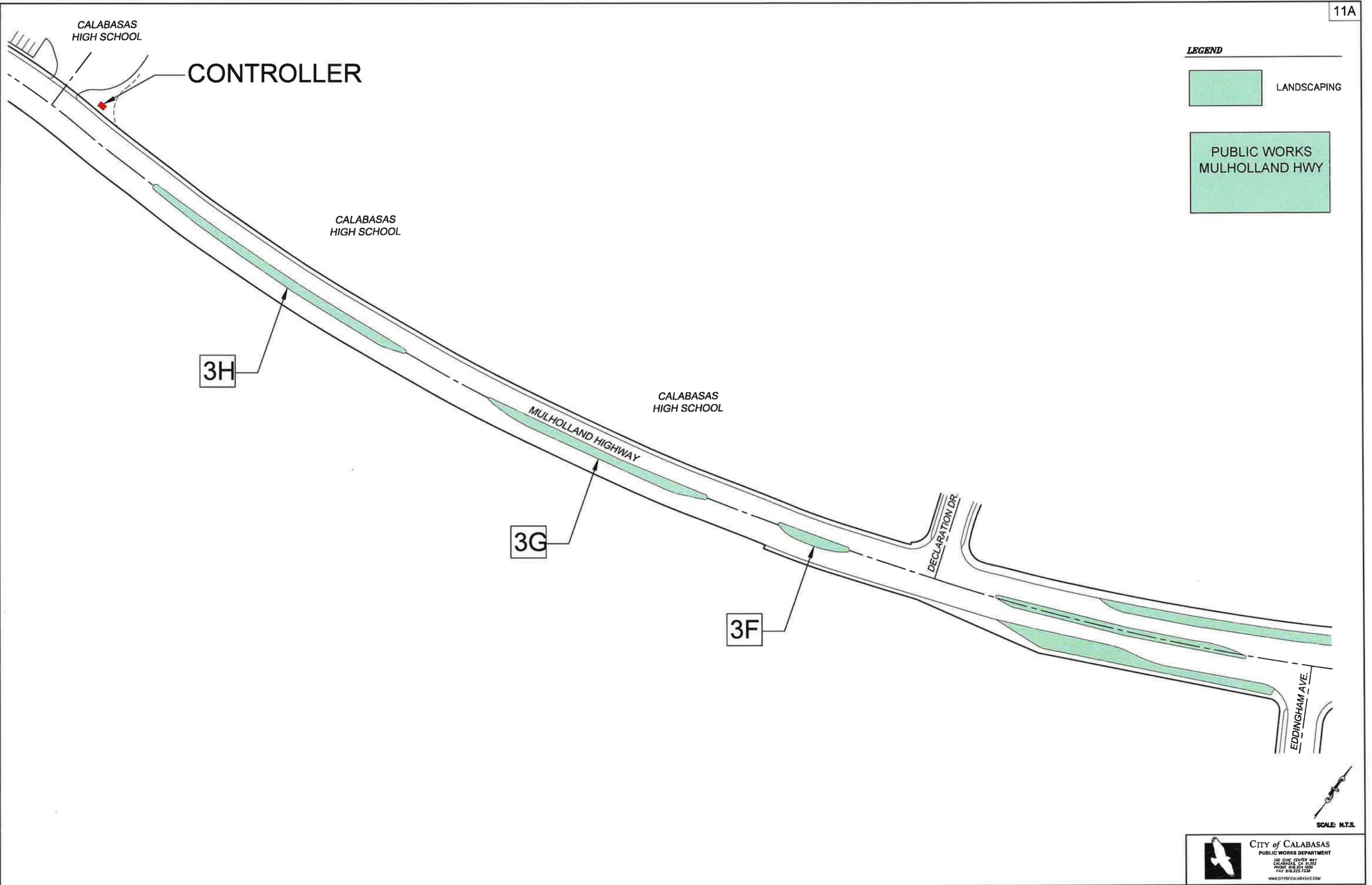
**IRRIGATION CONTROLLERS/DEVICES**

- CALSENSE
- DIG
- IRRITROL
- LEIT
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED



**LEGEND**

-  LANDSCAPING
-  PUBLIC WORKS  
MULHOLLAND HWY





CITY of CALABASAS

### PUBLIC WORKS MULHOLLAND HIGHWAY

#### LEGEND

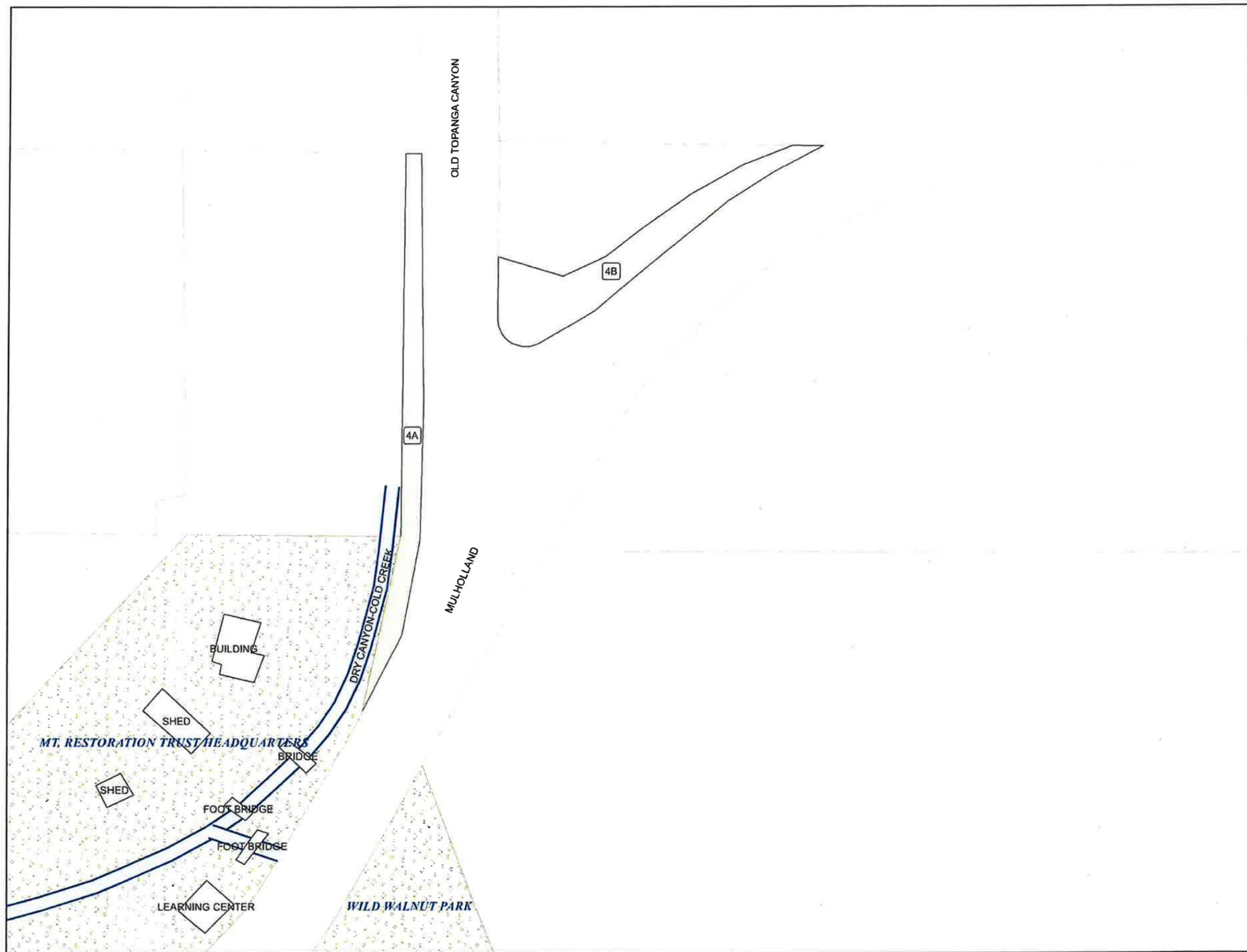
##### PUBLIC WORKS MAINTENANCE ZONES

-  ZONE 1 - MALIBU CANYON
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-  ZONE 3 - N/A
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-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V\_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

##### IRRIGATION CONTROLLERS/DEVICES

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS  
FREEWAY  
INTERCHANGE  
LAS VIRGENES NORTH**

**LEGEND**

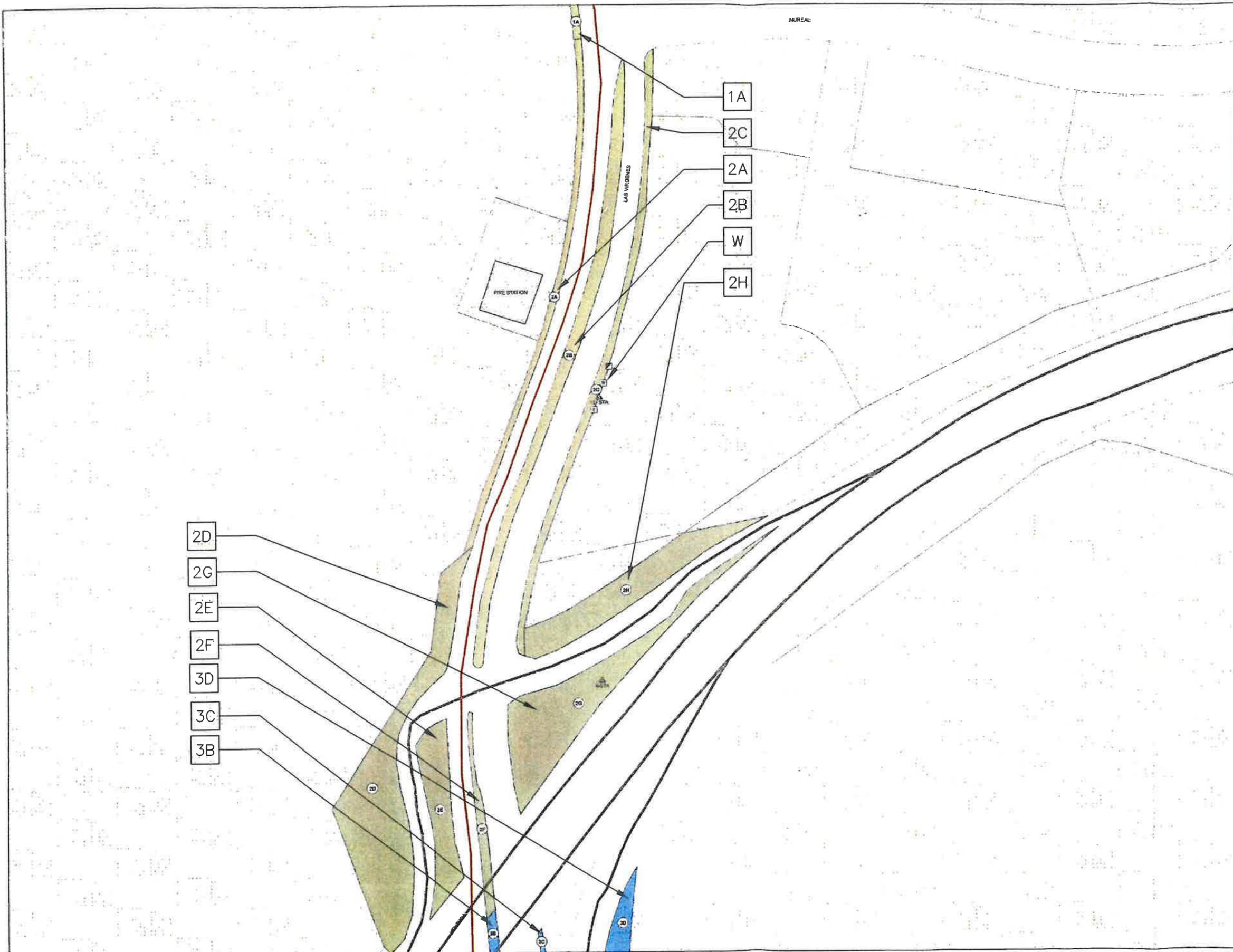
**PUBLIC WORKS MAINTENANCE ZONES**

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - SARATOGAS
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - PKWY CALABASAS ON/OFF RAMP
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V\_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

**IRRIGATION CONTROLLERS/DEVICES**

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

PUBLIC WORKS INTERCHANGE LAS VIRGENES SOUTH



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - SARATOGAS
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - PKWY CALABASAS ON/OFF RAMP
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MIJ: HOL LAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY

- FENCING
- TRAILS
- V\_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

- CALSENSE
- DIG
- IRRITROL
- LET
- RAIN BIRD
- RAINMASTER
- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS  
FREEWAY  
INTERCHANGE  
LAS VIRGENES SOUTH**

**LEGEND**

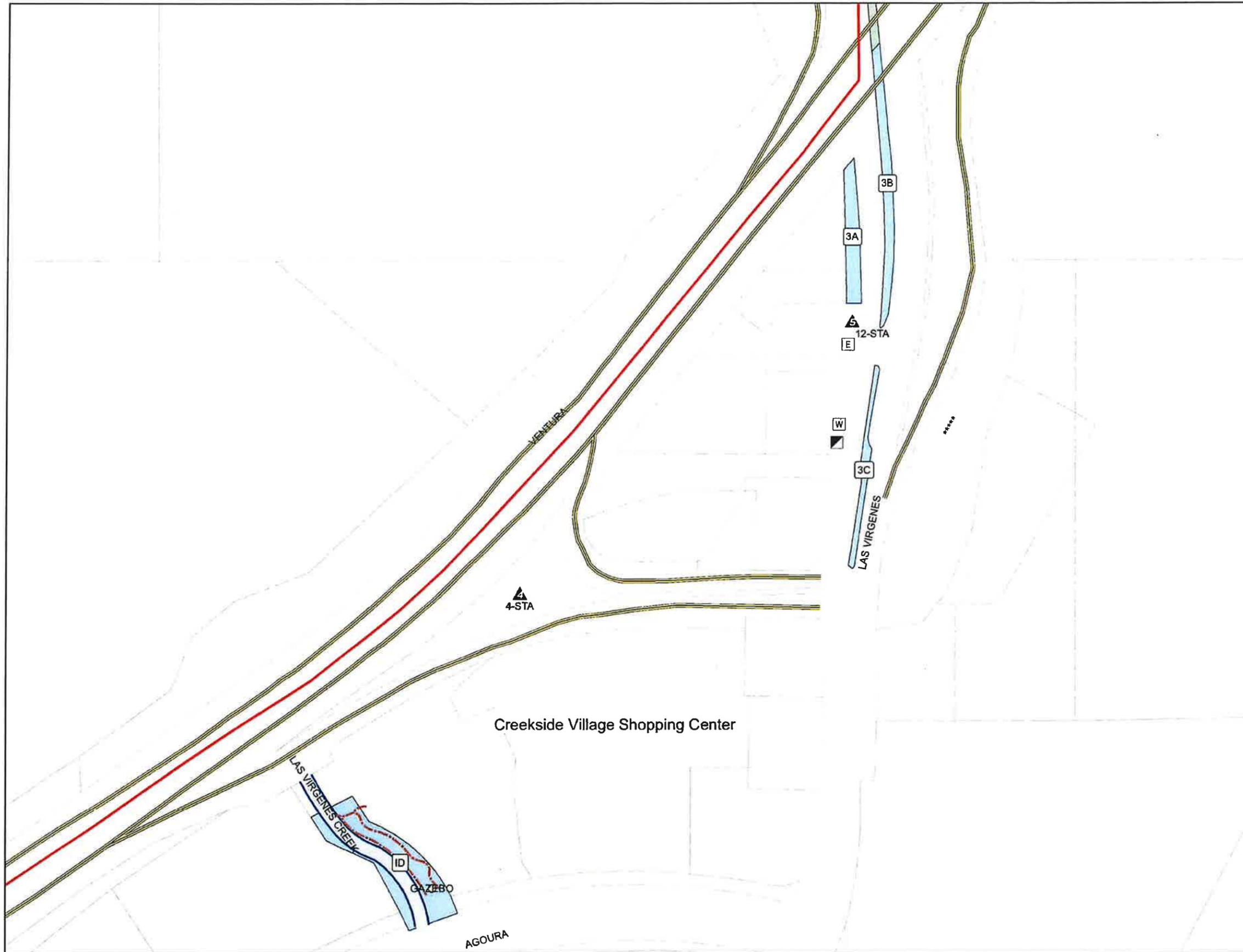
**PUBLIC WORKS MAINTENANCE ZONES**

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - N/A
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - N/A
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V\_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

**IRRIGATION CONTROLLERS/DEVICES**

-  CALSENSE
-  DIG
-  IRRITROL
-  LEIT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS  
PARKWAY  
CALABASAS**

**LEGEND**

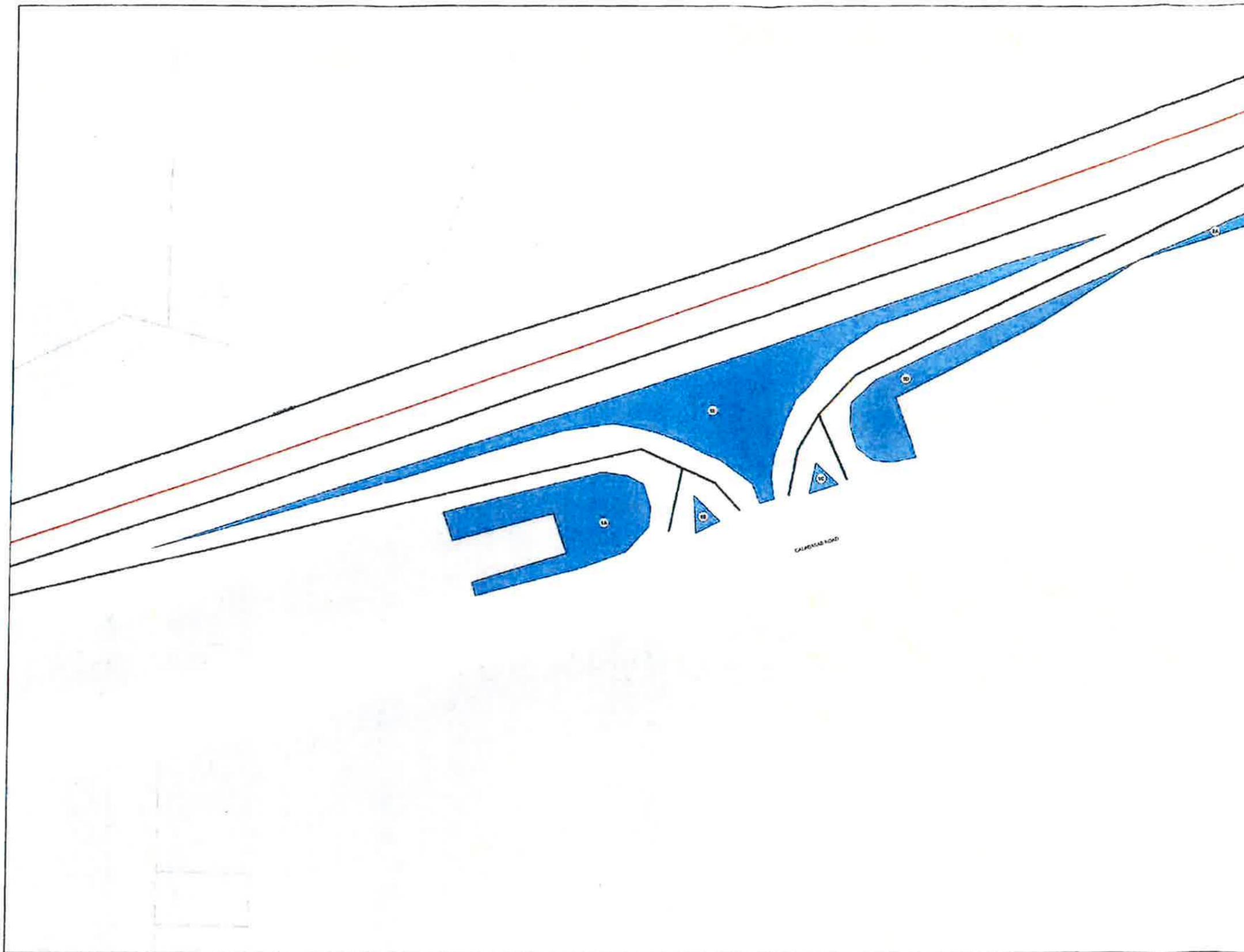
**PUBLIC WORKS MAINTENANCE ZONES**

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - SARATOGAS
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - PKWY CALABASAS ON/OFF RAMP
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
-  ZONE 8 - MULHOLLAND HIGHWAY
-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

-  FENCING
-  TRAILS
-  V\_DITCHES
-  CREEK
-  STRUCTURES
-  PARKS

**IRRIGATION CONTROLLERS/DEVICES**

-  CALSENSE
-  DIG
-  IRRITROL
-  LETT
-  RAIN BIRD
-  RAINMASTER
-  RAINDIAL
-  TORO
-  CHAMPION
-  BACK FLOW PREVENTOR
-  ELECTRIC METER
-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

**PUBLIC WORKS  
PARKWAY  
CALABASAS**

**LEGEND**

**PUBLIC WORKS MAINTENANCE ZONES**

-  ZONE 1 - MALIBU CANYON
-  ZONE 2 - MALIBU CANYON
-  ZONE 3 - SARATOGAS
-  ZONE 4 - LOST HILLS / LAS VIRGENES
-  ZONE 5 - PKWY CALABASAS ON/OFF RAMP
-  ZONE 6 - N/A
-  ZONE 7 - CALABASAS PARK
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-  ZONE 9 - N/A
-  ZONE 10 - N/A
-  ZONE 11 - N/A
-  ZONE 12 - MULWOOD COMMUNITY
-  ZONE 13 - EDDINGHAM COMMUNITY

 FENCING

 TRAILS

 V-DITCHES

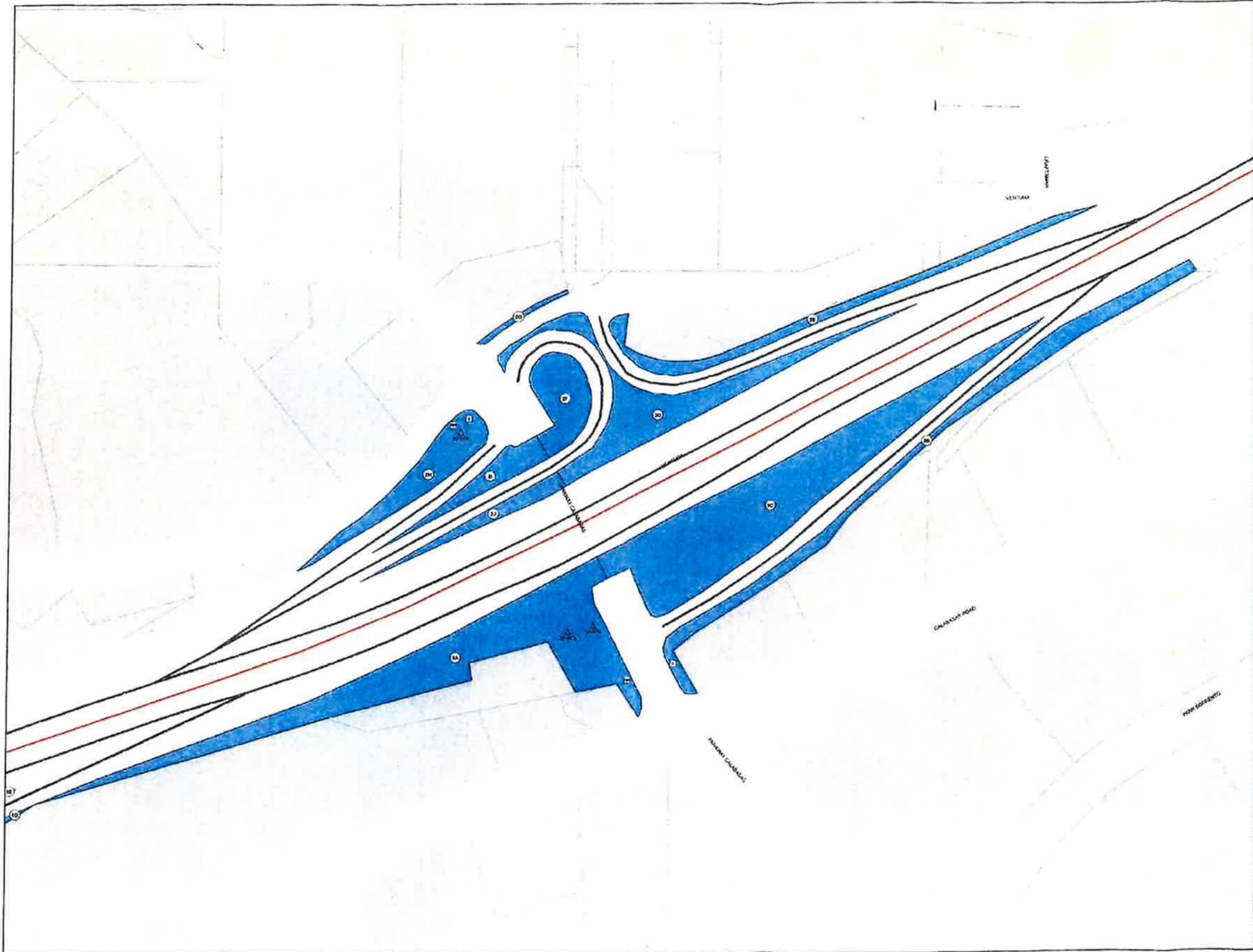
 CREEK

 STRUCTURES

 PARKS

**IRRIGATION CONTROLLERS/DEVICES**

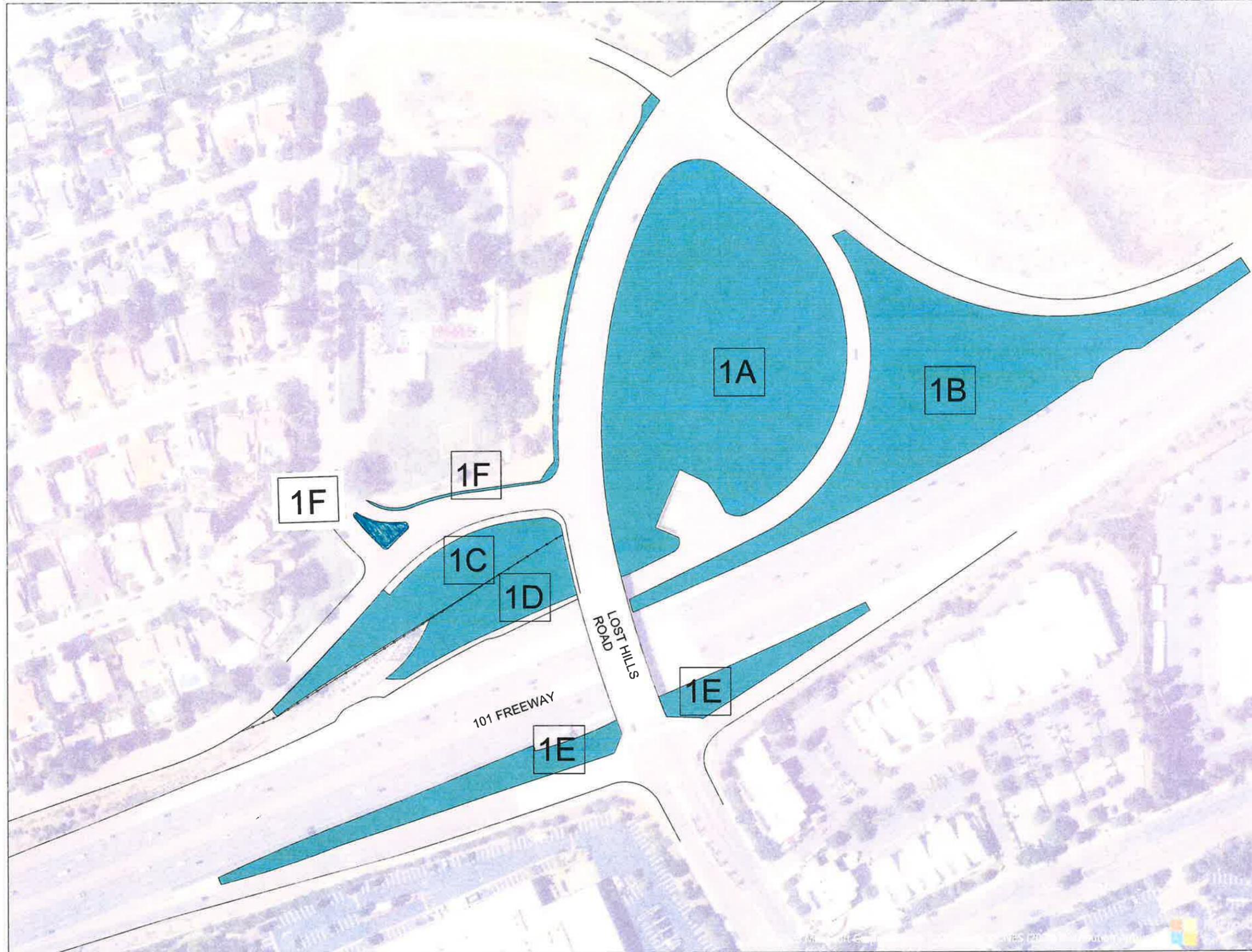
-  CALSENSE
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-  RAINMASTER
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-  CHAMPION
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-  WATER METER
-  WATER METER - RECLAIMED





CITY of CALABASAS

101 ON/OFF RAMP  
AT  
LOST HILLS RD



LEGEND

PUBLIC WORKS MAINTENANCE ZONES

- ZONE 1 - MALIBU CANYON
- ZONE 2 - MALIBU CANYON
- ZONE 3 - N/A
- ZONE 4 - LOST HILLS / LAS VIRGENES
- ZONE 5 - N/A
- ZONE 6 - N/A
- ZONE 7 - CALABASAS PARK
- ZONE 8 - MULHOLLAND HIGHWAY
- ZONE 9 - N/A
- ZONE 10 - N/A
- ZONE 11 - N/A
- ZONE 12 - MULWOOD COMMUNITY
- ZONE 13 - EDDINGHAM COMMUNITY
- ZONE 14 - 101 ON/OFF RAMP AT LOST HILLS

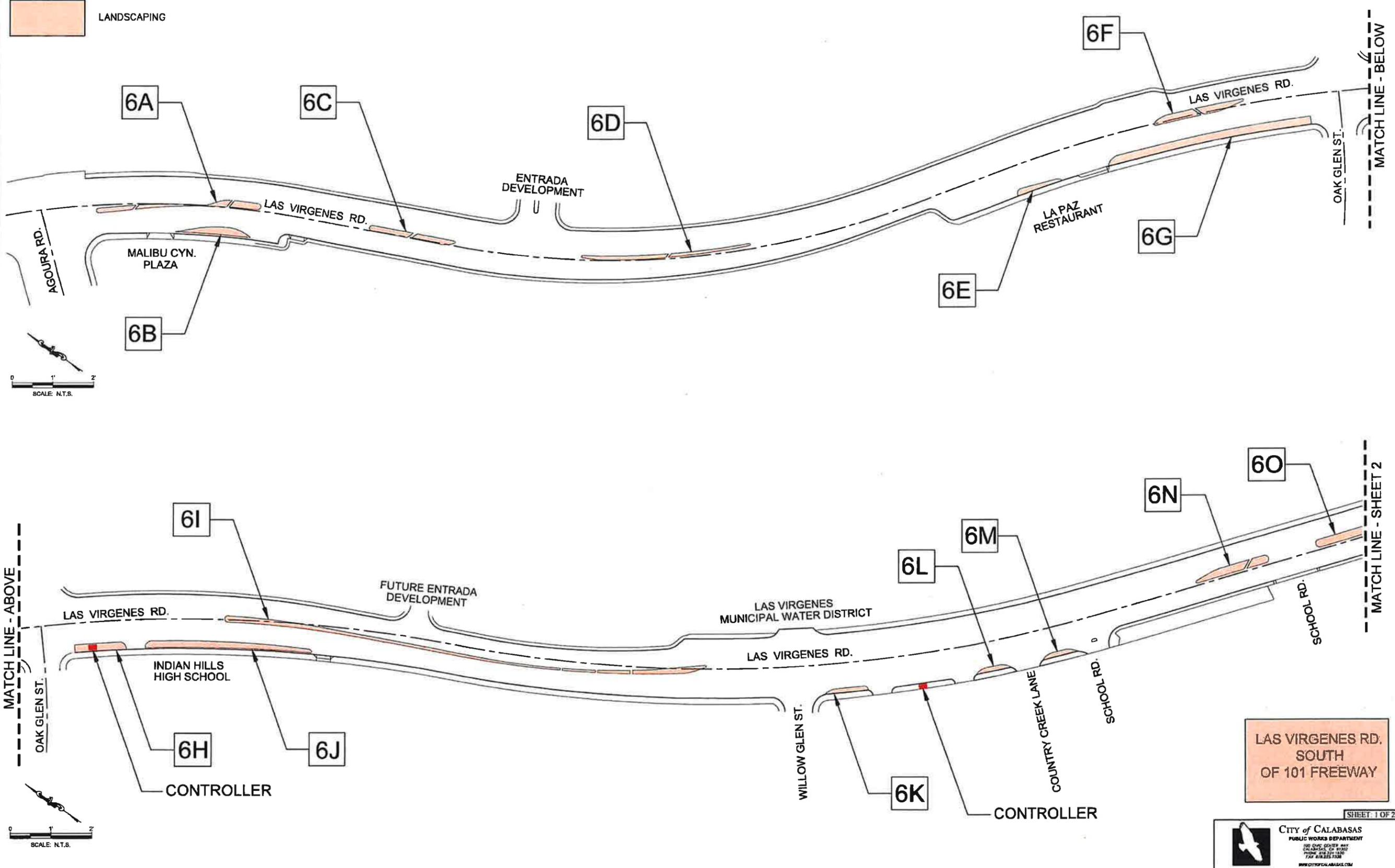
- FENCING
- TRAILS
- V\_DITCHES
- CREEK
- STRUCTURES
- PARKS

IRRIGATION CONTROLLERS/DEVICES

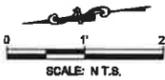
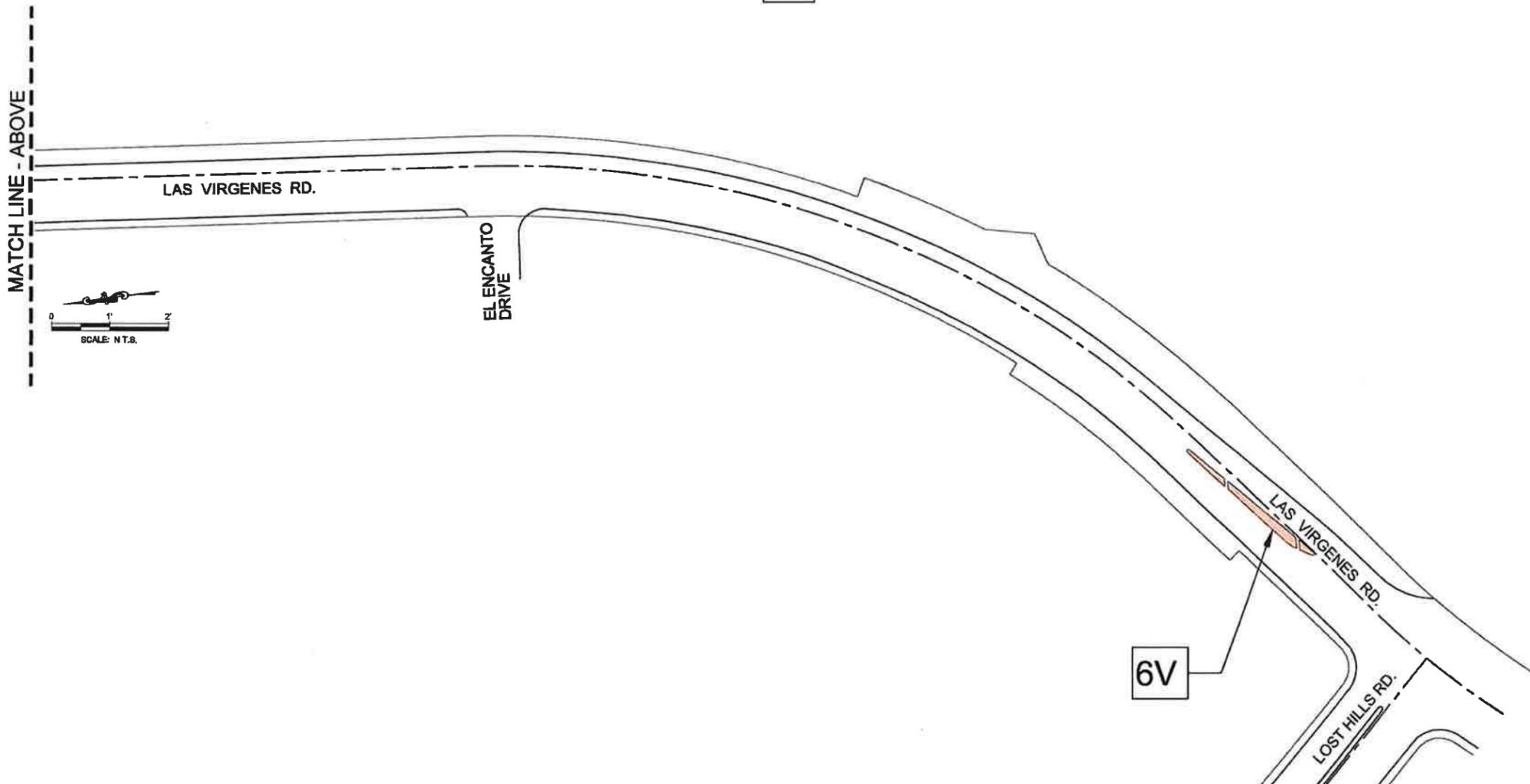
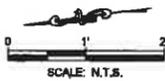
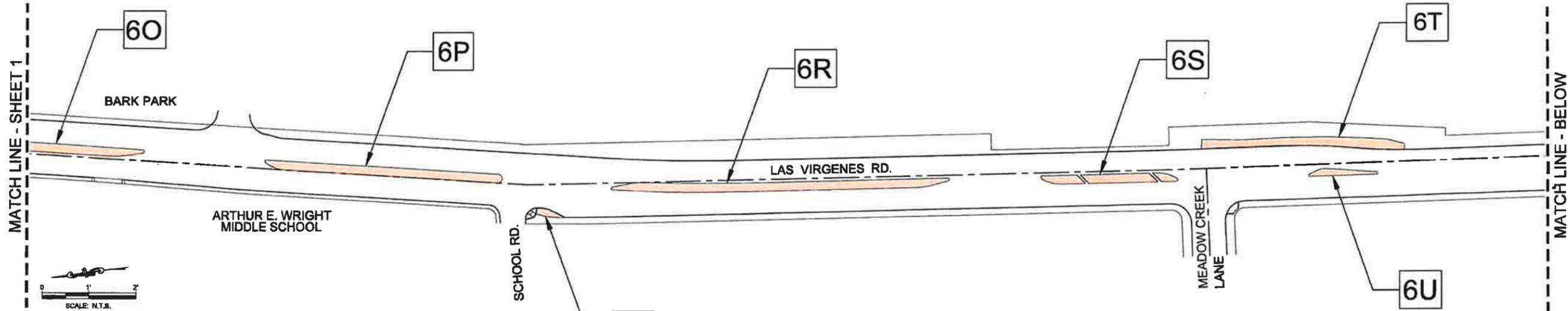
- CALSENSE
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- RAINDIAL
- TORO
- CHAMPION
- BACK FLOW PREVENTOR
- ELECTRIC METER
- WATER METER
- WATER METER - RECLAIMED



**LEGEND**  
LANDSCAPING



**LAS VIRGENES RD.  
SOUTH  
OF 101 FREEWAY**



**LEGEND**

 LANDSCAPING

LAS VIRGENES RD.  
SOUTH  
OF 101 FREEWAY

SHEET: 2 OF 2



**CITY of CALABASAS**  
PUBLIC WORKS DEPARTMENT  
100 CIVIC CENTER WAY  
CALABASAS, CA 91301  
PHONE: 818.224.1000  
FAX: 818.225.7138  
WWW.CITYOFCALABASAS.COM

**ITEM 4 ATTACHMENT B**

<b>PUBLIC WORKS LANDSCAPE MAINTENANCE AREA #1 ZONE 1 – MALIBU CANYON</b>						
<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>ANNUAL FREQUENCY</b>	<b>ANNUAL AMOUNT</b>
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 63.73	26	\$ 1,657.00
2	Walk through inspection with City representative and owner or account manager.	LS	1	\$ 85.00	12	\$ 1,020.00
3	Litter removal of paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, debris removal, weed control, and trash-litter removal.	100 SF	2,022	\$ 0.10	40	\$ 7,910.00
4	Doggy Dispenser Service and Trash Can Service (Locations).	LS	5	\$ 2.40	104	\$ 1,250.00
5	<del>Litter, mulching (as needed), weeding.</del>	100 SF	4,695	\$ -	0	\$ NONE
6	Insect, disease, pest, and rodent control.	LS	1	\$ 165.00	<b>*As required.</b>	\$ 165.00
<b>LAWN AREAS</b>						
7	Mowing and edging.	100 SF	4	\$ -	34	\$ 4,250.00
8	Fertilization.	100 SF	4	\$ -	4	\$ 400.00
9	<del>Weed control chemical.</del>	100 SF	4	\$ -	0	\$ NONE
10	<del>Aeration.</del>	100 SF	4	\$ -	0	\$ NONE
11	<del>Dethatching.</del>	100 SF	4	\$ -	0	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
12	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,718	\$ -	26	\$ 9,675.00
13	Shrub pruning in NATURAL form.	100 SF	1,718	\$ 1.15	2	\$ 3,945.00
14	Edging.	LS	1	\$ 100.00	12	\$ 1,200.00
15	Hedge trimming along fence lines, sidewalks, etc. for pedestrian clearance	LF	2,575	\$ 0.18	6	\$ 2,850.00
16	<del>Fertilization.</del>	100 SF	1,718	\$ -	0	\$ NONE
17	Replace PERENNIAL color plants.	100 SF	14	\$ -	2	\$ 11,350.00

PUBLIC WORKS LANDSCAPE MAINTENANCE AREA #1 ZONE 1 – MALIBU CANYON						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
18	Mulching.	100 SF	1,732	\$	0	\$ NONE
19	Watering of round-a-bouts.	EA	2	\$ 150.00	12	\$ 3,600.00
<b>TREES</b>						
20	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 50.00	12	\$ 600.00
21	Pruning for pedestrian / vehicle clearances.	LS	1	\$ 206.25	12	\$ 2,475.00
22	Maintain tree wells, including weeding, mulching or amendment to prevent pedestrian	LS	1	\$ 150.00	6	\$ 900.00
23	Inspect and adjust tree stakes, ties and guys.	LS	1	\$	0	\$ NONE
24	Fertilization.	LS	1		4	\$ NONE
25	Watering	EA	59	\$ 4.75	20	\$ 5,600.00
<b>IRRIGATION SYSTEMS</b>						
26	Operate, inspect, repair, and adjust/program the irrigation system to meet needs.	1000 SF	221	\$ 2.46	12	\$ 6,528.00
27	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	221	\$	0	\$ NONE
28	Irrigation system audit.	1000 SF	221	\$	0	\$ NONE
<b>SITE AMENTIES</b>						
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 65,375.00
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Sixty Five Thousand, Three Hundred Seventy Five dollars and 00 cents						

\*For multiplication purposes, treat as (1).

**PUBLIC WORKS LANDSCAPE MAINTENANCE AREA #1 ZONE 2 – MALIBU CANYON**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 13.46	26	\$ 350.00
2	Walk through inspection with City representative and owner or account manager.	LS	1	\$ 29.17	12	\$ 350.00
3	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	2,022	\$ 0.02	40	\$ 1,850.00
4	<del>Litter, mulching (as needed), weeding.</del>	100 SF	4,695	\$	0	\$ NONE
5	Insect, disease, pest, and rodent control.	LS	1	\$ 165.00	<b>*As required.</b>	\$ 165.00
<b>LAWN AREAS</b>						
	Mowing and edging.	100 SF	10	\$ 10.15	34	\$ 3,450.00
6	Fertilization.	100 SF	0		0	\$ NONE
7	<del>Weed control chemical.</del>	100 SF	0	\$	0	\$ NONE
8	<del>Aeration.</del>	100 SF	0	\$	0	\$ NONE
9	<del>Dethatching.</del>	100 SF	0	\$	0	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
10	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,718	\$ 0.03	52	\$ 2,650.00
11	Shrub pruning in natural form.	100 SF	1,718	\$ 0.16	2	\$ 550.00
12	Edging.	LS	1	\$ 16.67	12	\$ 200.00
13	Hedge trimming along fence lines, sidewalks, etc.	LF	2,575	\$ 0.07	4	\$ 750.00
14	<del>Fertilization.</del>	100 SF	1,718		4	\$ NONE
15	Replace PERENNIAL color plants.	100 SF	14	\$ 405.36	2	\$ 11,350.00
16	Mulching.	LS	1	\$ 15.00	2	\$ 30.00
17	<del>Watering of round-a-bouts.</del>	EA	0	\$	0	\$ NONE
<b>TREES</b>						
18	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 8.33	12	\$ 100.00

**PUBLIC WORKS LANDSCAPE MAINTENANCE AREA #1 ZONE 2 – MALIBU CANYON**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
19	Pruning for pedestrian / vehicle clearances.	LS	1	\$ 70.83	12	\$ 850.00
20	Maintain tree wells, including weeding, mulching or amendment leveling to prevent pedestrian injuries.	LS	1	\$ 20.83	12	\$ 250.00
21	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 20.83	12	\$ 250.00
22	Fertilization.	LS	1	\$	0	\$ NONE
23	Watering	LS	1	\$	156	\$ NONE

**IRRIGATION SYSTEMS**

24	Operate, inspect, repair, and adjust/program irrigation systems to meet season needs and for full coverage of landscape area.	1000 SF	221	\$ 0.34	26	\$ 1,950.00
25	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	221	\$	0	\$ NONE
26	Irrigation system audit.	1000 SF	221	\$ -	2	\$ -

**SITE AMENTIES**

TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 25,095.00
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TOTAL AMOUNT COST BREAKDOWN IN WORDS : Twenty Five Thousand, Niney Five dollars and 00 cents

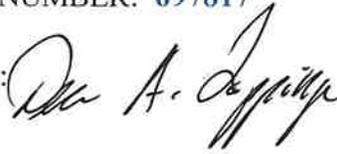
\*For multiplication purposes, treat as (1).

<p style="text-align: center;">AREA #1</p> <p style="text-align: center;"><b>PUBLIC WORKS LANDSCAPE MAINTENANCE – MALIBU CANYON</b></p>	<p style="text-align: center;">AMOUNT</p>
<p><b>ZONE 1 – MALIBU CANYON</b> (Map Page 1)</p>	<p style="text-align: right;">\$ 65,375.00</p>
<p><b>ZONE 2 – MALIBU CANYON</b> (Map Page 2)</p>	<p style="text-align: right;">\$ 25,095.00</p>
<p><b>TOTAL PRICE AMOUNT BREAKDOWN IN FIGURES</b></p>	<p style="text-align: right;"><b>\$ 90,470.00</b></p>
<p><b>TOTAL PRICE AMOUNT BREAKDOWN IN WORDS:</b></p>	
<p>Ninety Thousand, Four Hundred Seventy dollars and 00 cents</p>	
<p> </p>	
<p> </p>	

NAME OF LANDSCAPE MAINTENANCE FIRM  
**Newbury Park Tree Service, Inc.**

CONTRACTOR'S LICENSE NUMBER: **697817**

AUTHORIZED SIGNATURE:



TITLE: **President**

DATE: **7/31/2023**

**PUBLIC WORKS LANDSCAPE MAINTENANCE AREA #2 STREET MEDIANS, CERTAIN SIDEWALKS, & PARKWAY AREAS**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 85.00	26	\$ 2,210.00
2	Walk through inspection with City representative.	LS	1	\$ 85.00	12	\$ 1,020.00
3	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	LS	1	\$ -	40	\$ -
						\$ 22,160.00
						\$ -
4	Doggy Dispenser Service and Trash Can Service (7) locations.	LS	7	\$ 5.00	52	\$ 1,820.00
5	<del>Litter, mulching (as needed), weeding.</del>	100 SF	0	\$	0	\$ NONE
6	Insect, disease, pest, and rodent control.	LS	1	\$ 165.00	<b>*As required.</b>	\$ 165.00
<b>LAWN AREAS</b>						
	Mowing and edging.	100 SF	475	\$ 2.45	34	\$ 39,640.00
7	Fertilization.	100 SF	475	\$ 2.06	3	\$ 2,940.00
8	<del>Weed control chemical.</del>	100 SF	0	\$	0	\$ NONE
9	<del>Aeration.</del>	100 SF	0	\$	0	\$ NONE
10	<del>Dethatching.</del>	100 SF	0	\$	0	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS</b>						
11	Inspect, weed entire area, remove all trash, and clean groundcover and shrub beds	100 SF	35	\$ 38.84	26	\$ 35,340.00
12	Shrub pruning in NATURAL form.	100 SF	35	\$ 69.77	4	\$ 9,768.00
13	Edging.	LS	1	\$ 312.50	12	\$ 3,750.00
14	Hedge trimming along fence lines, sidewalks, etc.	LF	10,000	\$ 0.20	4	\$ 7,930.00
15	<del>Fertilization.</del>	100 SF	0	\$	0	\$ NONE
16	Replace PERENNIAL color plants.	100 SF	16	\$ 383.50	4	\$ 24,544.00

PUBLIC WORKS LANDSCAPE MAINTENANCE AREA #2 STREET MEDIANS, CERTAIN SIDEWALKS, & PARKWAY AREAS						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
17	Mulching.	100 SF	0	\$	0	\$ NONE
18	Watering of round-a-bouts.	EA	5	\$ 67.20	60	\$ 20,160.00
<b>TREES</b>						
19	Inspect for damage and/or special needs for safety and health.	LS	1	\$ 220.00	12	\$ 2,640.00
20	Pruning for pedestrian / vehicle clearances.	LS	1	\$ 720.83	12	\$ 8,650.00
21	Maintain tree wells, including weeding, mulching or amendment leveling to prevent pedestrian injuries.	LS	1	\$ 237.50	12	\$ 2,850.00
22	Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 79.17	12	\$ 950.00
23	Fertilization.	LS	0	\$	0	\$ NONE
24	Watering	LS	0	\$	0	\$ NONE
<b>IRRIGATION SYSTEMS</b>						
25	Operate, inspect, repair, and adjust/program irrigation systems to meet seasonal needs. Report issues to city staff.	1000 SF	221	\$ 3.09	26	\$ 17,750.00
26	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	0	\$	0	\$ NONE
27	Irrigation system audit.	1000 SF	0	\$	0	\$ NONE
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 204,287.00
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Two Hundred Four Thousand, Two Hundred Eight Seven dollars and 00 cents						

\*For multiplication purposes, treat as (1).

<p style="text-align: center;"><b>AREA #2</b></p> <p style="text-align: center;"><b>PUBLIC WORKS LANDSCAPE MAINTENANCE – MISCELLANEOUS SITES</b></p>	<p style="text-align: center;"><b>AMOUNT</b></p>
<p><b>AGOURA-MALIBU HILLS/LAS VIRGENES- MULHOLLAND/LOST HILLS- LAS VIRGENES</b> <b>(Map Pages 3-5)</b></p> <p><b>VALMAR RD./OLD TOPANGA CANYON/OLD TOPANGA-GREEN STREET</b> <b>(Map Pages 6-6C)</b></p> <p><b>MULWOOD/LAS VIRGENES- EDDINGHAM/MULHOLLAND HIGHWAY</b> <b>(Map Pages 7-12)</b></p>	<p style="text-align: right;">\$ 204,287.00</p>
<p><b>TOTAL PRICE AMOUNT BREAKDOWN IN FIGURES</b></p>	<p style="text-align: right;">\$ 204,287.00</p>
<p><b>TOTAL AMOUNT BREAKDOWN IN WORDS:</b></p>	
<p>Two Hundred Four Thousand, Two Hundred Eighty Seven dollars and 00 cents</p>	

NAME OF LANDSCAPE MAINTENANCE FIRM  
**Newbury Park Tree Service, Inc.**

CONTRACTOR'S LICENSE NUMBER: **697817**

AUTHORIZED SIGNATURE:



TITLE: **President**

DATE: **7/31/2023**

**PUBLIC WORKS AREA #3 FREEWAY INTERCHANGES**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's supervisor or account manager, visual / operational.	LS	1	\$ 85.00	26	\$ 2,210.00
2	Walk through inspection with City representative and owner or account manager.	LS	1	\$ 85.00	12	\$ 1,020.00
3	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	60	\$ 2.92	26	\$ 4,560.00
4	Litter-trash removal and weeding along edge of curb.	100 SF	2,026	\$ 0.37	26	\$ 19,480.00
5	Insect, disease, pest, and rodent control.	LS	1	\$ 165.00	*As required.	\$ 165.00
<b>GROUNDCOVER AND SHRUB AREAS</b>						
6	Inspect, weed, and clean groundcover and shrub beds.	100 SF	1,403	\$ 0.30	52	\$ 21,885.00
7	Shrub pruning in <b>NATURAL</b> form.	100 SF	1,403	\$ 3.52	2	\$ 9,865.00
8	Edging.	LS	1	\$ 380.42	12	\$ 4,565.00
9	Fertilization.	100 SF	1,403	\$ 1.97	2	\$ 5,520.00
#	Replenish DG Areas	100 SF	30	\$ 50.00	2	\$ 3,000.00
<b>TREES</b>						
#	Inspect for damage and/or special needs for safety and health.	LS	170	\$ 1.94	12	\$ 3,960.00
#	Remove all trash and debris from tree basin.	LS	170	\$ 1.68	12	\$ 3,435.00
#	Maintain tree wells, including weeding, and leveling.	LS	170	\$ 0.97	12	\$ 1,980.00
#	Inspect and adjust tree stakes, ties and guys.	LS	170	\$ 0.97	12	\$ 1,980.00
#	Fertilization.	LS	170	\$	0	\$ NONE
<b>IRRIGATION SYSTEMS &amp; SITE AMENTIES &amp; ON/OFF RAMP TRASH PICK UP</b>						
#	Operate, inspect, repair, and adjust/program irrigation systems to meet seasonal needs and coverage.	1000 SF	141	\$ 6.40	26	\$ 23,465.00
#	PROBE FOR SOIL WATER CONTENT and adjust irrigation systems to meet seasonal needs.	1000 SF	0	\$	0	\$ NONE

PUBLIC WORKS AREA #3 FREEWAY INTERCHANGES						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
18	Irrigation system audit.	1000 SF	0	\$	0	\$ NONE
19	Gazebo inspection and cleaning at Las Virgenes Creek. Cleaning spray and wipe down gazebo. Remove cob-webs etc. South -End and North End of Las Virgenes Creek.	EA	2	\$ 150.00	12	\$ 3,600.00
20	Clean and wipe down informational boards	LS	1	\$ 125.00	6	\$ 750.00
21	Trash receptacle emptying and cleaning at Las Virgenes Creek & Tech Center Bridge (4) locations.	EA	1	\$ 7.81	96	\$ 1,920.00
22	Walking trail, weeding, grading, filling in holes, and trash-litter pickup.	LS	1	\$ -	12	\$ 2,100.00
23	Walking On/Off ramps and removal of ALL trash/debris clean-up. (3-Interchanges)	LS	1	\$ -	52	\$ 7,350.00
<b>GENERAL MAINTENANCE</b>						
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 122,810.00
TOTAL AMOUNT COST BREAKDOWN IN WORDS : One Hundred Twenty Two Thousand, Eight Hundred Ten dollars and 00 cents						

\*For multiplication purposes, treat as (1).

<p style="text-align: center;"><b>AREA #3</b></p> <p style="text-align: center;"><b>PUBLIC WORKS LANDSCAPE MAINTENANCE FREEWAY INTERCHANGES</b></p>	<p style="text-align: center;"><b>AMOUNT</b></p>
<p><b>LAS VIRGENES NORTH &amp; LAS VIRGENES SOUTH</b> (Map Pages 13-14B)</p> <p><b>PARKWAY CALABASAS INTERCHANGE</b> (Map Pages 15-16)</p> <p><b>LOST HILLS INTERCHANGE</b> (Map Page 16B)</p>	<p style="text-align: right;"><b>\$ 122,810.00</b></p>
<p><b>TOTAL PRICE AMOUNT BREAKDOWN IN FIGURES</b></p>	<p style="text-align: right;"><b>\$ 122,810.00</b></p>
<p><b>TOTAL PRICE AMOUNT BREAKDOWN IN WORDS:</b></p>	
<p>One Hundred Twenty Two Thousand, Eight Hundred Ten dollars and 00 cents</p>	

NAME OF LANDSCAPE MAINTENANCE FIRM

**Newbury Park Tree Service, Inc.**

CONTRACTOR'S LICENSE NUMBER: **697817**

AUTHORIZED SIGNATURE:



TITLE: **President**

DATE: **7/31/2023**

**PUBLIC WORKS LANDSCAPE MAINTENANCE LAS VIRGENES RD. SOUTH OF 101 FREEWAY AREA #4**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
<b>GENERAL MAINTENANCE</b>						
1	Facility inspection by Contractor's owner, supervisor or account manager, visual / operational.	LS	1	\$ 87.50	26	\$ 2,275.00
2	Walk through inspection with City representative and account manager	LS	1	\$ 87.50	12	\$ 1,050.00
3	Paved sidewalks, walkways, undeveloped shoulders and parkways, medians, pathways, and curb and gutter cleanup, weed control, and litter removal.	100 SF	60	\$ 5.61	26	\$ 8,752.00
4	Litter-trash removal and weeding along edge of sidewalk and curb.	100 SF	2.026	\$ 0.22	26	\$ 11,474.00
5	Insect, disease, pest, and rodent control.	LS	1	165	<b>*As required.</b>	\$ 165.00
<b>GROUNDCOVER AND SHRUB AREAS</b>						
6	Inspect, weed entire planters, and clean groundcover and shrub beds.	100 SF	1.403	\$ 0.53	26	\$ 19,474.00
7	Shrub pruning in NATURAL form.	100 SF	1.403	\$ 1.88	2	\$ 5,285.00
8	Edging.	LS	1	\$ 204.17	12	\$ 2,450.00
9	<del>Fertilization.</del>	100 SF	1.403	\$	0	\$ NONE
# # #	Mulching.	100 SF	1.403	\$ 5.46	2	\$ 15,326.00
<b>TREES</b>						
# # #	Inspect for damage and/or special needs for safety and health.	EA			12	\$ 600.00
# # #	Pruning for pedestrian / vehicle clearances.	EA			12	\$ 3,850.00
# # #	Maintain tree wells, including weeding, mulching and or amendment to prevent pedestrian injuries.	EA			12	\$ 1,895.00
# # #	Inspect and adjust tree stakes, ties, guy-wires and watering bags.	EA			12	\$ 1,250.00
# # #	<del>Fertilization.</del>	EA		\$	0	\$ NONE
<b>IRRIGATION SYSTEMS</b>						
# # #	Operate, inspect, repair, and adjust/program irrigation systems for seasonal needs.	1000 SF	141	\$ 1.87	26	\$ 6,845.00

PUBLIC WORKS LANDSCAPE MAINTENANCE LAS VIRGENES RD. SOUTH OF 101 FREEWAY AREA #4						
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ANNUAL FREQUENCY	ANNUAL AMOUNT
17	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1000 SF	141	\$	0	\$ NONE
18	Irrigation system audit.	1000 SF	141	\$	0	\$ NONE
TOTAL AMOUNT COST BREAKDOWN IN FIGURES						\$ 80,691.00
TOTAL AMOUNT COST BREAKDOWN IN WORDS : Eighty Thousand, Six Hundred Ninety One dollars and 00 cents						

\*For multiplication purposes, treat as (1).

<b>AREA #4</b>	
<b>PUBLIC WORKS LANDSCAPE LAS VIRGENES RD. SOUTH OF 101 FREEWAY</b>	<b>Amount</b>
<b>LAS VIRGENES RD. SOUTH OF 101 FREEWAY (Map Pages 17-18)</b>	<b>\$ 80,691.00</b>
<b>TOTAL PRICE AMOUNT BREAKDOWN IN FIGURES</b>	<b>\$ 80,691.00</b>
<b>TOTAL PRICE AMOUNT BREAKDOWN IN WORDS:</b>	
Eighty Thousand, Six Hundred Ninety One dollars and 00 cents	

NAME OF LANDSCAPE MAINTENANCE FIRM  
**Newbury Park Tree Service, Inc.**

CONTRACTOR'S LICENSE NUMBER: **697817**

AUTHORIZED SIGNATURE: 

TITLE: **President**

DATE: **7/31/2023**

LANDSCAPE MAINTENANCE OF PUBLIC WORKS STREEET MEDIANS AND  
CERTAIN SIDEWALK AND PARKWAY AREAS WITHIN  
THE CITY OF CALABASAS

IN THE CITY OF CALABASAS, CALIFORNIA

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and equal quantities.

The Agency reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules.

Bid Schedule Total: \$ 498,258.<sup>00</sup>

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Bid Schedule Total (in words): Four Hundred Ninety Eight Thousand  
Two Hundred Fifty Eight dollars and 00 cents

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Item No.	Description			Unit Price	Unit
1	Misc. irrigation system repair parts @ cost plus %				
2	Landscape Irrigation Technician: Hourly Rate:			\$ 85.00	EA
3	Pop-up sprinkler / replace	4"	@	\$ 24.00	EA
		6"	@	\$ 32.00	EA
		12"	@	\$ 36.00	EA
4	Pop-up gear drive sprinkler / replace	4"	@	\$ 68.00	EA
		6"	@	\$ 78.00	EA
		12"	@	\$ 90.00	EA
5	Fixed shrub sprinkler / replace	4"	@	\$ 30.00	EA
		6"	@	\$ 40.00	EA
		12"	@	\$ 90.00	EA
6	Fixed shrub gear driven sprinkler / replace	4"	@	\$ 30.00	EA
		6"	@	\$ 45.00	EA
		12"	@	\$ 90.00	EA
7	Automatic sprinkler valve / replace	¾"	@	\$ 275.00	EA
		1"	@	\$ 390.00	EA
		1½"	@	\$ 495.00	EA
		2"	@	\$ 650.00	EA
8	1-gal. shrub/perennial install		@	\$ 35.00	EA
9	2-gal. shrub/perennial install		@	\$ 45.00	EA
10	5-gal. shrub/perennial install		@	\$ 55.00	EA
11	5-gal tree in place (stakes incl.)		@	\$ 75.00	EA
12	15 gal. Tree in place (stakes incl.)		@	\$ 185.00	EA
13	24" box tree in place (stakes incl.)		@	\$ 415.00	EA
14	36" box tree in place (stakes, incl.)		@	\$ 925.00	EA
15	48" box tree in place (stakes, incl.)		@	\$ 1,825.00	EA
16	Hand watering of tree well		@	\$ 20.00	EA
17	Flat of ground cover install		@	\$ 36.00	EA
18	4" pot annual color		@	\$ 39.00	EA
19	Planter bed mulch in place		@	\$ 80.00	/Cubic Yard
20	Turf renovation (incl. de-thatch, over seed, top dress)		@	\$ 390.00	/1,000 Sq. Ft.
21	Turf aeration		@	\$ 85.00	/1,000 Sq. Ft.
22	Additional labor		@	\$ 56.00	/Manhour
23	Additional supervisor		@	\$ 85.00	/Manhour
24	Additional mowing		@	\$ 1.25	/100 Sq. Ft.
25	Sod installation		@	\$ 3.25	SF
26	Seed installation		@	\$ 1.00	SF
27	Fertilization (shrub bed & turf)		@	\$ 775.00	AS/Acre
28	Soil test and analysis		@	\$ 275.00	Unit
29	Plant tissue analysis		@	\$ 275.00	Unit
30	Plant pathology test		@	\$ 500.00	Unit
31	Backflow prevention device inspection		@	\$ 500.00	Unit
32	Pesticide application on trees for disease control		@	\$ 175.00	EA
33	Landscape Design Services		@	\$ 225.00	Hour
34	Submit disease/pest control records to county agricultural commissioner		@	\$ 175.00	Per occurrence
35	Insect, disease and rodent control		@	\$ 360.00	10,000 Sq. Ft.

complete the unit price column as part of the RFQ submittal.



CITY of CALABASAS

**ITEM 4 ATTACHMENT C**

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	Newbury Park Tree Service Inc.
<b>City Department in charge of Contract:</b>	Landscape Division – Public Works
<b>Contact Person for City Department:</b>	Heather Melton – Landscape District Maintenance Manager
<b>Period of Performance for Contract:</b>	September 1, 2023 – August 31, 2028
<b>Not to Exceed Amount of Contract:</b>	\$3,471,522.00
<b>Scope of Work for Contract:</b>	Landscape Maintenance of Certain Sidewalk and Parkway Areas

**Insurance Requirements for Contract:**

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

If yes, please provide coverage amounts:

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

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

Other:

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

*(City of Calabasas/Newbury Park Tree Service Inc.)*

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Newbury Park Tree Service Inc. a California corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: landscape maintenance 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.

**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 July 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 July 31, 2023 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date: September 1, 2023.
- 3.4 “Expiration Date”: August 31, 2028.

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 three million four hundred seventy-one thousand five hundred twenty-two dollars and zero cents (**\$3,471,522.00**) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Dean Lappinga** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

## **6. COMPENSATION**

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

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## 11. INSURANCE

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit.

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700

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

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

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Heather Melton  
Telephone: (818) 224-1600  
Hmelton@cityofcalabasas.com

If to Consultant:

Newbury Park Tree Service  
Inc.  
3895 Old Conejo Road  
Newbury Park, CA 91320  
Attn: Dean Lappinga  
Telephone: (805) 498-7841  
info@newburyparktree.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, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

**19. PREVAILING WAGES**

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

- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
*City of Calabasas/Newbury Park Tree Service Inc.*

day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Newbury Park Tree Service Inc.**

By: \_\_\_\_\_  
David J. Shapiro, Mayor

By: \_\_\_\_\_  
Dean Lappinga, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik, City Manager

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philip Lanzafame, Interim Public Works Director

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

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 14, 2023**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: PHILIP LANZAFAME, INTERIM PUBLIC WORKS DIRECTOR  
HEATHER MELTON, LANDSCAPE DISTRICT MAINTENANCE  
MANAGER**

**SUBJECT: RECOMMENDATION TO APPROVE A THREE-YEAR PROFESSIONAL  
SERVICES AGREEMENT WITH ALL TERRAIN LANDSCAPING INC. FOR  
LANDSCAPE MAINTENANCE OF THE COMMON AREAS OF  
CALABASAS PARK ESTATES HOMEOWNER ASSOCIATION WITHIN  
LANDSCAPE LIGHTING ACT DISTRICT 22 WITHIN THE CITY OF  
CALABASAS IN AN AMOUNT NOT TO EXCEED \$1,309,899.97**

**MEETING**

**DATE: AUGUST 23, 2023**

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**SUMMARY RECOMMENDATION:**

Recommendation to approve a three year professional services agreement with All Terrain Landscaping Inc. for landscape maintenance of the common areas of Calabasas Park Estates Homeowner Association within Landscape Lighting Act District 22 in the City of Calabasas for an amount not to exceed \$1,309,899.97. The three-year cost includes CPI adjustments.

**BACKGROUND:**

American Heritage Landscape LP is the city's current contractor providing landscape maintenance service to the common areas within the community of Calabasas Park Estates HOA under an emergency contract. In November 2021, then-contracted Venco Western, Inc. reached out to the City and announced the company had sold. In December of 2021, the new owner(s) asked for a meeting in

which they requested a 35% increase on the current Professional Services Agreement (PSA) they had for the Common Areas Landscape Maintenance Services for Calabasas Park Estates HOA. Without sufficient justification to warrant a higher fee, the city denied their request. On January 1<sup>st</sup> 2022, Venco Western, Inc. terminated their agreement with the City by providing a 60-day written notice as required by the termination clause of the agreement.

Staff began reaching out to several landscape maintenance companies to see if there was anyone interested in servicing the landscape maintenance of common areas for Calabasas Park Estates HOA. The issue was that the amounts were already pre-determined and we needed to find a contractor that could do the work at the already agreed cost.

American Heritage Landscape LP agreed to assume the contract under its current terms and have been providing emergency landscape maintenance service since March 1<sup>st</sup> 2022. The current emergency service agreement will end on August 31<sup>st</sup> 2023.

#### **DISCUSSION/ANALYSIS:**

The new Request for Proposal (RFP) documents have been prepared in coordination with input from senior staff and the property management company for Calabasas Park Estates HOA. In general, the scope of work consists of, but is not limited to, maintenance of landscape planters, landscape slopes, turf areas, irrigation system, various hardscape areas, and sidewalks within the community of Calabasas Park Estates HOA as shown on the work area maps attached (General Landscape Maintenance). In addition, the contract includes an allowance for unanticipated activities such as irrigation repair, emergency or weather-related repairs, refurbishment to planters and slopes, and needs for special events. For budgeting purposes, prior 5-year averages were used to estimate the extent of those costs. The HOA was adamant that they wanted a minimum 5-person crew and an irrigation technician assigned to the project.

Once the documents were completed, staff published the Request for Proposal (RFP) documents on July 20<sup>th</sup> 2023. These documents were sent to ten potential landscape contractors on the City's contract list and were posted on the city website. Staff also issued and posted the documents to six bid rooms (services announcing bid opportunities): Bid American; Construct Connect: Construction Bid Board; Construction Market Data; F.W. Dodge/McGraw Hill; One Team Pro Services; and Ventura County Contractors Association Plan Room. Within the RFP, a mandatory information session was held and eight prospective bidders attended the meeting on July 26<sup>th</sup> 2023. The following is the list of those that attended:

- American Heritage Landscape LP
- All Terrain Landscaping Inc.
- Far East Landscape & Maintenance
- Newbury Park Tree Service, Inc.
- Parkwood Landscape Inc.
- SGD Enterprises dba Four Seasons Landscaping
- Stay Green Inc.
- Venco Western, Inc.

On August 4<sup>th</sup> 2023, the City received five proposal packets from All Terrain Landscaping Inc., American Heritage Landscape LP, SGD Enterprises DBA Four Seasons Landscaping, Say Green Inc., and Parkwood Landscape Inc. The proposal summary for the General Landscape Maintenance is below:

<u>PROPOSER</u>	<u>PROPOSAL ANNUAL AMOUNT</u>
All Terrain Landscaping Inc.	\$345,738.29
American Heritage Landscape LP	\$310,155.24
SGD Enterprises DBA Four Seasons Landscaping	\$395,986.60
Stay Green Inc.	\$1,010,081.20
Parkwood Landscape Inc.	\$299,987.85

After reviewing all proposal documents, and verifying licenses, staff reached out to four out of the five landscape companies and requested interviews; Stay Green Inc. was so much more costly as to eliminate them from further consideration. The interviews took place at City Hall by Heather Melton and Luis Hernandez from Public Works.

Once the interviews and the evaluation matrix were completed, staff discussed qualifications and the proposals with the property management company for the Calabasas Park Estates HOA. The HOA representatives indicated a strong preference for All Terrain Landscaping Inc. given their commitment to a five-man crew plus a full time irrigation technician dedicated to their maintenance and All Terrain Landscape’s owner’s commitment to act as the account manager: the other proposers could not commit to that level of service. Last, during the



**ATTACHMENTS:**

- Exhibit A: Calabasas Park Estates HOA Letter
- Exhibit B: Work Area Maps
- Exhibit C: Calabasas Park Estates Fee Schedule
- Exhibit D: Professional Services Agreement

# Calabasas Park Estates

## OWNERS ASSOCIATION

P.O. Box 8782 • Calabasas, CA 91372  
(818) 225-9191 / (818) 591-3044 FAX

To: Heather Melton  
Landscape Maintenance District Manager  
City of Calabasas

From: Lisa Byrd   
Community Manager

Date: August 14, 2023

Re: Landscape contract

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This communication is sent on behalf of the Board of Directors for Calabasas Park Estates Owners Association with regard to retaining a new landscape maintenance company for the HOA via LLAD22. It appears that All Terrain Landscape seems to be the best option in moving forward for the landscape maintenance of the community.

Thank you very much.

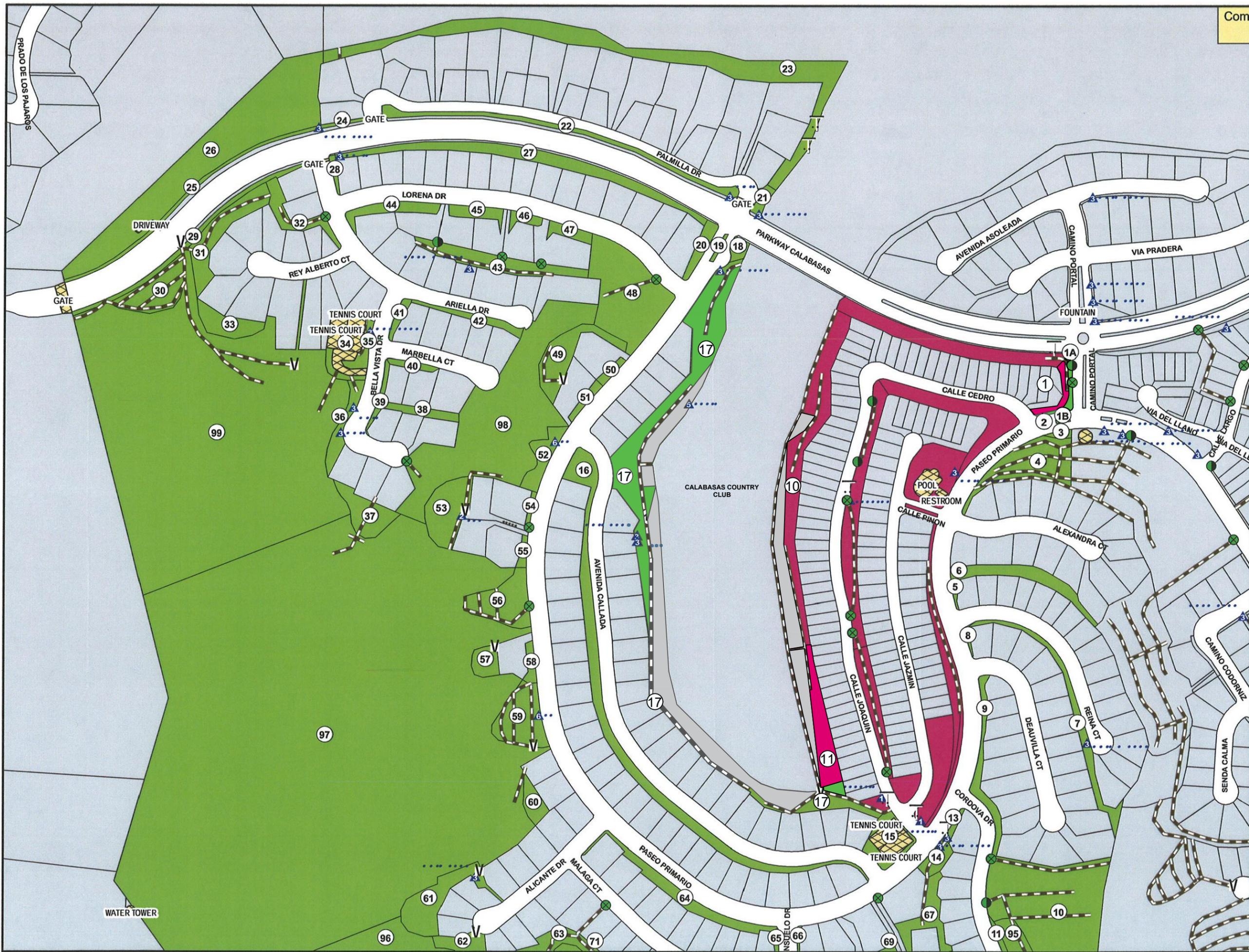
cc: Board of Directors



CITY of CALABASAS

**LANDSCAPE LIGHTING ACT  
DISTRICT 22  
REVISED AREAS ONLY  
JANUARY 2009**

**ZONE 8  
CALABASAS  
PARK ESTATES**



**LEGEND/KEY**

- CURB DRAIN
- CATCHBASIN INLET
- STORM DRAIN INLET
- IRRIGATION CONTROLLERS/DEVICES**
- CALSENSE
- DIG
- IRRI-TROL
- LEIT
- RAIN BIRD
- STERLING
- WATER METER
- STRUCTURES
- V\_DITCHES
- Horse Trails
- LANDSCAPE MAINTENANCE AREAS**
- PARCELS/PRIVATE PROPERTY
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS PARK ESTATES HOA
- CLAIRIDGE HOA
- OAK PARK HOA
- PALATINO HOA
- PARK SORRENTO HOA
- THE RIDGE HOA
- VISTA POINTE HOA
- CALABASAS LAKE



NOT TO SCALE



CITY of CALABASAS  
**LANDSCAPE LIGHTING ACT**  
**DISTRICT 22**  
**REVISED AREAS ONLY**  
**JANUARY 2009**

**ZONE 8**  
**CALABASAS**  
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- THE RIDGE HOA
- VISTA POINTE HOA
- CALABASAS LAKE



NOT TO SCALE



**COST-BREAKDOWN SCHEDULES**

**COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CA 91302**

**JULY 2023**

**CALABASAS PARK ESTATES – ZONE 8**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, **SECTION E—SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

**The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.**

The Contractor shall perform an independent take-off of the plans/maps and bid accordingly. Quantities listed in this Cost-Breakdown Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually maintained as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein.

NAME OF LANDSCAPE MAINTENANCE COMPANY: All Terrain Landscaping, Inc.

CONTRACTOR'S LICENSE NO.: 937636

AUTHORIZED SIGNATURE: [Signature]

TITLE: President

DATE: 7/31/23

CALABASAS PARK ESTATES HOA - ZONE 8					
DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	ANNUAL FREQUENCY	AMOUNT
<b>GENERAL MAINTENANCE</b>					
Facility inspection by contractor (Owner/GM/Account Manager, etc.), visual/operational.	LS	1	\$ 350	12	\$ 4,200
Walk through inspection with HOA/LLAD representative and contractor (Must be Owner/GM/Account Manager).	LS	1	\$ 350	12	\$ 4,200
Paved sidewalks, walkways, enteries, pathways and parking area cleanup and sidewalk weed control.	100 SF	1,065	\$ .45	52	\$ 24,921
<b>"V"-Ditch and Concrete Swells</b>			.38 (AE)		21,044.40 (AE)
Remove and clean / keep clear plant debris from concrete "V"-ditches, inlets, bench drains, swales, and curb drains within common area on CPE property only.  <b>The Scope of Services expressly DOES NOT include maintenance, inspection, or repair of drainage systems within the common area and surrounding properties</b>	100 LF	265	\$ 4.60	12	\$ 14,628
<b>LAWN AREAS</b>					
Mowing (mulching permitted) and edging.	100 SF	401	\$ 1.44 (AE)	48	\$ 27,717.20 (AE)
Fertilization.	100 SF	401	\$ 1.70	4	\$ 32,721.60
Weed control.	100 SF	401	\$ 1.55	4	\$ 2,486.20
Weed control.	100 SF	401	\$ .06	52	\$ 1,251.12
Aeration.	100 SF	401	\$ N/A	N/A	\$ NONE
Dethatching.	100 SF	401	\$ N/A	1	\$ NONE
<b>GROUNDCOVER AND SHRUB AREAS (Non-Slope) Entries, Monument Corners, and Parkways</b>					
Inspect, weed, and clean groundcover and shrub beds.	100 SF	506	\$ 1.44 (AE)	52	\$ 22,891.44 (AE)
Pruning.	100 SF	506	\$ 110.87 (AE)	52	\$ 28,943.20
Edging.	LS	1	\$ .34	52	\$ 8,946.08
Fertilization.	100 SF	506	\$ 1,020	12	\$ 12,240
Replace annual color plants.	100 SF	39	\$ 1.50	4	\$ 3,036
Replace annual color plants.	100 SF	39	\$ EXTRA	4	\$ EXTRA
<b>TREES</b>					
Inspect for damage and/or special needs for safety and health.	LS	1	\$ 255	12	\$ 3,060
Pruning for pedestrian/vehicular clearances.	LS	1	\$ 255	6	\$ 1,530
Maintain tree wells and watering basins, including weeding and mulching.	LS	1	\$ 738	6	\$ 4,428
Inspect and adjust tree stakes, ties and guys.	LS	1	\$ 254	6	\$ 1,524

PLANTED SLOPES						
1.	Inspect for damage and special needs to maintain health.	100 SF	18,908	\$ .003	12	\$ 680.69
2.	Pruning Shrubs & Lowering Groundcover	100 SF	18,908	\$ <del>1.10</del> 1.03	4	\$ <del>83,195.20</del>
3.	Edging.	LS	1	\$ 3,645	12	\$ 43,740
4.	Weed control.	100 SF	18,908	\$ .30	6	\$ 34,034.40
5.	Fertilization.	100 SF	18,908	\$ EXTRA	3	\$ EXTRA
IRRIGATION SYSTEMS						
6.	Operate, observe and adjust irrigation systems.	1,000 SF	1,985	\$ .20	4	\$ 1,588
7.	Probe for soil water content and adjust irrigation systems to meet seasonal needs.	1,000 SF	1,985	\$ .30	6	\$ 3,573
PARK AND RECREATION FACILITIES						
8.	Doggy Dispensers, replace bags and trash can bags	EA	7	\$ 50	50	\$ 17,500
9.	Tennis court sweeping/blowing.	EA	4	\$ 32	52	\$ 6,656
10.	Tennis court washing.	EA	4	\$ 32	52	\$ 6,656
TOTAL AMOUNT BID SCHEDULE IN FIGURES						\$ <del>345,738.29</del>
TOTAL AMOUNT BID SCHEDULE IN WORDS						\$ 325,511.49
<p>Three hundred <del>forty</del> <sup>twenty</sup> five thousand, <del>seven</del> <sup>five</sup> hundred <del>thirty</del> <sup>twenty-nine</sup> eight dollars and <del>eleven</del> <sup>fourty</sup> cents.</p>						

\* For multiplication purposes, treat as (1).  
 \*\*See Appendix C for "sample" calculation.

**NOTE:**

**Brush Clearance and Brush Clearance Areas are not part of the General Landscape Maintenance Contract.**

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CA 91302

JULY 2023

CALABASAS PARK ESTATES – ZONE 8

The Contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and installation associated in completing the work in place per the Specifications and details.

The specific unit prices shall govern if there is a mathematical discrepancy in the figures. The Bidder must notify the Agency prior to any award of contract, of any difference between the estimated quantities and actual quantities.

The Agency reserves the right to increase or decrease the quantity of any item and/or annual frequency and/or omit items as may be deemed necessary due to budget limitations or constraints, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

A separate schedule of work and prices is provided because the Agency reserves the right to award this work to either one or more contractors. A bidder may submit a proposal for all or any combination of schedules. 325,511.49 (A)

Bid Schedule Total: \$ ~~345,738.29~~ twenty (A)

(A) Bid Schedule Total (in words): ~~Three hundred forty-five thousand,~~ ~~five seven hundred thirty-eight~~ dollars and ~~twenty-nine~~ cents. eleven (A)

~~All Terrain Landscaping, Inc.~~ <sup>Forty</sup> All Terrain Landscaping, Inc. 7/31/23  
(Company Name of Bidder) (Date)



**UNIT PRICE LIST**

**THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT**

**Unit Prices for Additional Work: Includes Labor and All Material in Unit Price**

Item No.	Description	Unit Price	Unit
1.	Misc. irrigation system repair parts @ cost plus 15%	\$ 55	hour
2.	Pop-up sprinkler in place repair or replace	4" @ \$ 32	EA
		6" @ \$ 39	EA
		12" @ \$ 48	EA
3.	Pop-up gear drive sprinkler in place repair or replace	4" @ \$ 42	EA
		12" @ \$ 49	EA
4.	Fixed shrub sprinkler in place repair or replace	@ \$ 34	EA
5.	Fixed shrub gear drive sprinkler in place repair or replace	@ \$ 44	EA
6.	1-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 25	EA
7.	2-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 35	EA
8.	5-gal. shrub/perennial install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 50	EA
9.	5-gal Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 110	EA
10.	15 gal. Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 200	EA
11.	24" box Tree in place (stakes incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 575	EA
12.	36" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 1,350	EA
13.	48" box Tree in place (stakes, incl.) (Includes Amendment, Fertilizer, & Mulch)	@ \$ 2,500	EA
14.	Hand watering of tree well	@ \$ 35	EA
15.	Flat of ground cover install (Includes Amendment, Fertilizer, & Mulch)	@ \$ 45	EA
16.	Flat of 4" pot annual color	@ \$ 38	Per Flat
17.	Flat of 4" pot perennial color	@ \$ 75	Per Flat
18.	Planter bed mulch in place (city approved)	@ \$ 130	/Cubic Yard
19.	Turf renovation (incl. de-thatch, over seed, top dress)	@ \$ .6	/1,000 Sq. Ft.
20.	Turf aeration	@ \$ .375	/1,000 Sq. Ft.
21.	Additional landscape labor	@ \$ 45	/Manhour
22.	Additional landscape supervisor	@ \$ 60	/Manhour
23.	Additional mowing	@ \$ 35	/100 Sq. Ft.
24.	Sod installation	@ \$ 4.50	SF
25.	Seed installation	@ \$ .9	SF
26.	Fertilization (shrub bed & turf)	@ \$ 550	AS/Acre
27.	Soil test and analysis	@ \$ 425	Unit
28.	Plant tissue analysis	@ \$ 425	Unit
29.	Plant pathology test	@ \$ 425	Unit
30.	Backflow prevention device inspection	@ \$ 470	Unit

Item No.	Description		Unit Price	Unit
31.	Pesticide application on trees for disease control: Blight (Not Shot Hole Bore)	@	\$ 200	Per Tree
32.	Landscape Design Services	@	\$ 175	Per Hour
33.	Submit disease/pest control records to county agricultural commissioner	@	\$ 350	Per occurrence
34.	Insect and disease control of groundcover or shrubs	@	\$ 850	10,000 Sq. Ft.

**Note: All Contractors are required to complete the Unit Price List as part of the RFQ submittal.**



CITY of CALABASAS

**ITEM 5 ATTACHMENT D**

**PROFESSIONAL SERVICES AGREEMENT**

**CONTRACT SUMMARY**

<b>Name of Contractor:</b>	All Terrain Landscaping Inc.
<b>City Department in charge of Contract:</b>	Landscape Division – Public Works
<b>Contact Person for City Department:</b>	Heather Melton – Landscape District Maintenance Manager
<b>Period of Performance for Contract:</b>	September 1, 2023 – August 31, 2026
<b>Not to Exceed Amount of Contract:</b>	\$1,309,899.97
<b>Scope of Work for Contract:</b>	Landscape Maintenance of Common Areas within Calabasas Park Estates

**Insurance Requirements for Contract:**

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

If yes, please provide coverage amounts:

yes  no - Is Auto insurance required in this contract?

If yes, please provide coverage amounts:

yes  no - Is Professional insurance required in this contract?

If yes, please provide coverage amounts:

Other:

**Proper documentation is required and must be attached.**

Initials: (City) \_\_\_\_\_ (Contractor) \_\_\_\_\_

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

*(City of Calabasas/All Terrain Landscaping Inc.)*

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: landscape maintenance 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.

**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 July 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 July 31, 2023 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: September 1, 2023.
- 3.4 “Expiration Date”: August 31, 2026.

4. **TERM**

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

5. **CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of one million three hundred nine thousand eight hundred ninety-nine Dollars and ninety-seven cents (**\$1,309,899.97**) 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. **Abel Escamilla** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

## **6. COMPENSATION**

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

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

## **7. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

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

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

## **11. INSURANCE**

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) combined single limit.

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to provide City with a written statement acknowledging its obligation to secure payment of Worker's Compensation Insurance as required by Labor Code § 1861; to wit: 'I am aware of the provisions of Section 3700

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

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

agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions. If this contract provides service to a Homeowners Association, that Homeowners Association must be listed as an additional insured in addition to the City.

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

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

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

**14. PERMITS AND APPROVALS**

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

**15. NOTICES**

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

If to City:

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302  
Attn: Heather Melton  
Telephone: (818) 224-1600  
Hmelton@cityofcalabasas.com

If to Consultant:

All Terrain Landscaping Inc.  
7210 Jordan Ave. D#45  
Canoga Park, CA 91303  
Attn: Abel Escamilla  
Telephone: (818) 201-4107  
Email:  
aescamilla818@hotmail.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, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

**19. PREVAILING WAGES**

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

- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.
- 19.1.3 Pursuant to Labor Code § 1776, Consultant and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Consultant in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code §§ 1811, and 1815 for any work performed by his or her employees on the public works project. The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code § 1776.
- 19.1.4 Notwithstanding anything to the contrary, Consultant shall defend, indemnify, and hold harmless the City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Consultant to comply with such prevailing wage laws.”
- 19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:
- 19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours’ labor shall constitute a legal day’s work. Work performed by Consultant’s employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per

Professional Services Agreement  
Providing for Payment of Prevailing Wages  
*City of Calabasas/All Terrain Landscaping Inc.*

day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
***Name of Company or Individual***

By: \_\_\_\_\_  
David J. Shapiro, Mayor

By: \_\_\_\_\_  
Abel Escamilla, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Kindon Meik, City Manager

By: \_\_\_\_\_  
*Co-Authorized Signer, Level of Officer*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Philip Lanzafame, Interim Public Works Director

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

EXHIBIT B  
APPROVED FEE SCHEDULE

**NON-COLLUSION AFFIDAVIT**

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

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

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Place of Residence

Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires \_\_\_\_\_, 20\_\_.

**WORKERS' COMPENSATION INSURANCE**  
**CERTIFICATE**

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

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

DATE: \_\_\_\_\_

(Contractor)

By:

(Signature)

(Title)

Attest:

By:

(Signature)

(Title)



CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

---

**DATE:** AUGUST 9, 2023

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** RON AHLERS, CHIEF FINANCIAL OFFICER 

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2023-1864 OF THE CITY COUNCIL OF THE CITY OF CALABASAS, APPROVING A BENEFITS PROGRAM FOR FULL-TIME PERMANENT EMPLOYEES AND RESCINDING RESOLUTION 2022-1810.

**MEETING DATE:** AUGUST 23, 2023

---

**SUMMARY RECOMMENDATION:**

Staff recommends City Council adopt Resolution No. 2023-1864 approving a benefits program for full-time permanent employees and rescinding Resolution No. 2022-1810.

**BACKGROUND:**

The City of Calabasas (City) contracts with the California Public Employees Retirement System (CalPERS) to provide medical insurance benefits for: City Council, full-time city employees and city retirees who elect to remain in the CalPERS medical insurance program.

Each year the CalPERS Board of Administration (Board) reviews the medical insurance program and makes changes to: insurance providers, rates, coverage and regions. The CalPERS Board made changes to the medical insurance premiums for calendar year 2024.

## **DISCUSSION/ANALYSIS:**

Staff is recommending the following seven changes to the Benefits Program resolution.

**Section 3 Automobile Allowance:** Two positions were added: Assistant City Manager and Deputy City Manager. Both positions to receive \$250 per month. In addition, the City Manager may authorize a city employee to take home a city vehicle in order to respond to City business after hours or on the weekend.

**Section 8 Medical Insurance:** For employees hired prior to January 1, 2022, current policy allows an employee to choose various medical insurance plans. The City pays 100% of the premium for medical plans up to the premium for CalPERS PPO Platinum plan. If an employee chooses a plan which costs less than the CalPERS PPO Platinum plan then the employee can receive "cash back" for the difference in the dollar amounts. The "cash back" limit is decreasing for calendar year 2024 to a specific dollar amount: \$250.00 for employee only, \$500.00 for employee plus one and \$650.00 for employee plus multiple dependents. Staff recommends the City reduce the "cash back" dollar amounts over the next few years and instead focus on increasing full-time positions salary for compensation purposes.

Two years ago, the City bifurcated the employees with regards to the insurance "cash back". Employees hired prior to January 1, 2022 receive a "cash back" allowance while employees after January 1, 2022 do not currently receive "cash back". The City anticipated savings with this change; however, the savings did not occur. The newly hired City staff overwhelmingly chose PERS Platinum medical insurance which is the highest cost plan. Therefore, the anticipated savings never materialized. The City is discontinuing this practice for new hires. Staff is recommending all employees receive the same benefit of the "cash back", effective January 1, 2024.

The amount of "cash back" is also included for those employees who elect to waive medical insurance coverage.

**Section 14 Floating Holiday:** The City Manager has the authority to grant additional floating holiday hours based on merit or at employee recognition events.

**Section 18 Vacation & Sick Leave Cash Out:** This is a new section to clearly identify these two leave cash out programs. Minor changes to sick leave cash out to make it available all year; along with a change to the minimum number of hours to 300.

**Section 24 Safety Equipment:** This new section codifies a city practice of providing safety boots for certain city employees who job requires safety boots. The annual allowance is \$200 on a reimbursement basis.

**Section 25 Meal Allowance:** This new section codifies a city practice of reimbursing employees who work after-hours with a meal reimbursement up to \$15.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The FY 2023-24 budget estimated the amount for medical insurance coverage, including the cash back component. Staff estimated an increase of 10% for FY 2023-24 or about \$150,000. The monthly increase between 2023 PERS Platinum and 2024 PERS Platinum is 14% or approximately: \$139 increase for employee only, \$278 increase for employee plus one and \$361 increase for employee plus multiple dependents (monthly dollar amounts).

No additional funding is required for these benefit changes since the City is experiencing salary savings due to full-time vacant positions.

**REQUESTED ACTION:**

Staff recommends that the City Council adopt Resolution No. 2023-1864.

**ATTACHMENT:**

Resolution No. 2023-1864

**ITEM 6 ATTACHMENT  
RESOLUTION NO. 2023-1864**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, APPROVING A BENEFITS  
PROGRAM FOR FULL-TIME PERMANENT EMPLOYEES  
AND RESCINDING RESOLUTION 2022-1810.**

This resolution shall be effective as of the paycheck of September 8, 2023.

**SECTION 1. DEFINITIONS**

**Full-Time Permanent Employees.** A full-time permanent employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

**SECTION 2. CONFERENCES/PROFESSIONAL DEVELOPMENT**

In order to promote continued development of skills, knowledge and abilities among the employees of the City, the City Manager may grant time off to any full-time employee in order to attend professional, technical or managerial workshops, courses, conferences, conventions, seminars, or related activities. The costs for attendance at these activities including travel, per diem, registration, tuition, materials or other reasonable costs are legitimate City expenditures if provided for in the annual City Budget and approved by the Department Head and City Manager.

### **SECTION 3. AUTOMOBILE ALLOWANCE**

A monthly automobile allowance shall be provided for the positions listed and for the amount listed as follows:

<u>Position</u>	<u>Monthly Amount</u>
City Manager	\$ 500.00
Building Official	\$ 350.00
Landscape District Maintenance Manager	\$ 350.00
Assistant City Manager	\$ 250.00
Chief Financial Officer	\$ 250.00
City Council Member	\$ 250.00
City Planner	\$ 250.00
Communications Director	\$ 250.00
Community Development Director	\$ 250.00
Community Services Director	\$ 250.00
Deputy City Manager	\$ 250.00
Deputy Public Works Director	\$ 250.00
Public Works Director/City Engineer	\$ 250.00
Media Supervisor	\$ 125.00

At the discretion of the City Manager, certain employees are eligible for a monthly automobile allowance, treated by law as taxable income. Auto Allowance shall be accrued per pay period on a pro-rata basis, based on number of hours worked. Hours worked include: regular time, holiday, vacation, sick, floating holiday, jury duty, bereavement and administrative leave. Any unpaid leave by the employee does not count as hours worked.

Receipt of automobile allowance is dependent upon the Employee maintaining a valid California Driver's License and required automobile insurance for the Employee's private vehicle used for City business.

All other employees are eligible for mileage reimbursement at the approved IRS rate.

The City Manager, at his/her own sole discretion, may authorize an employee be assigned a City vehicle on a 24-hour basis. Employees who have a 24-hour city vehicle will have primary responsibility to respond to after hour and weekend call-outs for city business.

#### **SECTION 4. RETIREMENT**

The City contracts with the California Public Employees Retirement System (PERS) and provides PERS 2% at 55 Local Miscellaneous Classic Members. New members enrolled in PERS after January 1, 2013, the City provides PERS 2% at 62 Local Miscellaneous PEPRA Members. The City agrees to pay the employee contribution rate to PERS for each Classic full-time permanent employee and City Councilmembers (elected prior to January 1, 2013). All other employees, including City Councilmembers, will pay their own employee contribution amount to PERS, as prescribed by law. The City also provides the following PERS benefits:

- Section 20965 ~ Credit for Unused Sick Leave - Local Members
- Section 21548 ~ Pre-Retirement Optional Settlement 2 Death Benefit
- Section 21573 ~ 1959 Survivor Allowance-Third Level
- Section 21620 ~ \$500 Lump Sum Post-Retirement Death Benefit

#### **SECTION 5. LIFE INSURANCE BENEFITS**

For permanent full-time employees, the City provides life insurance in the face amount of three times the employee's annual salary (not to exceed \$350,000) and \$50,000 for each Councilmember. The City agrees to pay the full cost for life insurance for full-time employees, including City Councilmembers.

#### **SECTION 6. SHORT-TERM AND LONG-TERM DISABILITY INSURANCE**

The City provides both short-term and long-term disability insurance for employees in a benefit of 66% of the employee's salary, up to \$10,000 per month.

#### **SECTION 7. DEFERRED COMPENSATION 457 PLAN CONTRIBUTION**

The City will pay a deferred compensation contribution into a City approved Deferred Compensation 457 Plan for enrolled permanent full-time employees. Participating employees will receive a 100% contribution match up to 2% of their gross base salary. Gross base salary is defined as wages paid as described in the Permanent Employees Salary Ranges (reference Salary Resolution, Section 1). Employee contribution does not include any dollar amounts toward 457 loan payments. The 457 loan payment is not a part of the 2% match calculation written above.

## **SECTION 8. MEDICAL INSURANCE**

The City contracts with CalPERS to offer medical insurance to full-time employees, plus their qualified dependents. "Flexible Benefit Plan Election Monthly Net Amount" (cash back) shall be accrued for the first two pay periods of each month on a pro-rata basis, based on number of hours worked. Hours worked include: regular time, holiday, vacation, sick, floating holiday, jury duty, bereavement and administrative leave. Any unpaid leave by the employee does not count as hours worked.

### **Employees hired prior to January 1, 2022**

- A. Effective January 1, 2024 thru December 31, 2024, medical insurance premiums are covered 100% up to the PERS Platinum medical plan dollar amount. The "Flexible Benefit Plan Election Monthly Net Amount" (cash back) shall not exceed \$250.00 for employee only, \$500.00 for employee plus one and \$650.00 for employee plus multiple dependents.
- B. Effective January 1, 2023 thru December 31, 2023, medical insurance premiums are covered 100% up to the PERS Platinum medical plan dollar amount. The "Flexible Benefit Plan Election Monthly Net Amount" (cash back) shall not exceed \$250.00 for employee only, \$550.00 for employee plus one and \$700.00 for employee plus multiple dependents.

### **Employees hired on or after January 1, 2022**

- A. Effective January 1, 2024 thru December 31, 2024, medical insurance premiums are covered 100% up to the PERS Platinum medical plan dollar amount. The "Flexible Benefit Plan Election Monthly Net Amount" (cash back) shall not exceed \$250.00 for employee only, \$500.00 for employee plus one and \$650.00 for employee plus multiple dependents.
- B. Effective January 1, 2023 thru December 31, 2023, medical insurance premiums are covered 100% up to the PERS Platinum medical plan dollar amount. There is zero dollars as "Flexible Benefit Plan Election Monthly Net Amount" (cash back) to the employee. Employees hired after this date will not participate in the "Flexible Benefit Plan Election Monthly Net Amount" and will not receive cash back for opting to enroll in other medical plans.

### **Employees who elect to waive medical insurance coverage**

- A. Effective January 1, 2024 thru December 31, 2024, if an employee elects to waive medical insurance coverage the "Flexible Benefit Plan Election Monthly Net Amount" (cash back) is \$300 for employee only, \$550 for employee plus one and \$700 for employee plus multiple dependents.
- B. Effective January 1, 2023 thru December 31, 2023, if an employee elects to waive medical insurance coverage the "Flexible Benefit Plan Election Monthly Net Amount" (cash back) is \$300 for employee only, \$600 for employee plus one and \$750 for employee plus multiple dependents.

## **SECTION 9. RETIREE MEDICAL INSURANCE**

The City provides medical insurance coverage for a retiree who within 120 days retires from PERS and the City of Calabasas and chooses to participate in the PERS Medical Insurance program. The City is required by PERS to contribute the Minimum Employer Contribution amount as prescribed by Government Code section 22892 of the Public Employees' Medical and Hospital Care Act (PEMHCA) for each retiree who remains covered by PERS Medical. The Minimum Employer Contribution for calendar year 2024 is \$157 per month and for calendar year 2023 is \$151 per month.

## **SECTION 10. DENTAL INSURANCE**

The City provides dental insurance coverage for employees, plus their qualified dependents. Dental insurance premiums are covered 100% by the City.

## **SECTION 11. VISION INSURANCE**

The City provides vision insurance coverage for employees, plus their qualified dependents. Vision insurance premiums are covered 100% by the City.

## **SECTION 12. EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The City provides short term counseling benefits and life management services and referrals to employees, their dependents, and any other members within their household through the Employee Assistance Program (EAP).

## **SECTION 13. FLEXIBLE SPENDING ACCOUNTS**

The City offers employees the use of designated reimbursement accounts for health, Internal Revenue Code (IRC) 125, or dependent care, IRC 129, expenses, which allows employees to pay for qualified expenses on a pre-tax basis. Employees who choose to participate are responsible to pay the administrative fee via payroll deduction.

**SECTION 14. FLOATING HOLIDAY**

Each employee is given one Floating Holiday (8 hours) per fiscal year to be used at the discretion of their Department Head. If the floating holiday is not used by June 30<sup>th</sup> each year the hours are reduced to zero. Floating Holiday hours are not carried over into the following fiscal year and shall not be paid upon the termination of the employee.

The City Manager may grant employees additional floating holiday hours based on merit or at employee recognition events throughout the year. If these additional floating holiday hours are not used by June 30<sup>th</sup> each year the hours are reduced to zero. These extra Floating Holiday hours are not carried over into the following fiscal year and shall not be paid upon the termination of the employee.

**SECTION 15. HOLIDAYS**

The City recognizes 11 ½ paid holidays per year: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year’s Eve (city facilities close at 12:00pm).

**SECTION 16. VACATION LEAVE**

Vacation Leave shall be accrued per pay period on a pro-rata basis, based on number of hours worked. Hours worked include: regular time, holiday, vacation, sick, floating holiday, jury duty, bereavement and administrative leave. Any unpaid leave by the employee does not count as hours worked.

Employees accrue vacation leave bi-weekly in accordance with the length of their city service as follows:

Up to 24 months of service	80 hours per year
24 months to 60 months of service	96 hours per year
60 months to 132 months of service	136 hours per year
132 months + of service	176 hours per year

Additional vacation leave is granted to eligible employees in recognition of the extra hours worked to accomplish the requirements of the job. This additional vacation leave shall not exceed 72 hours per year for Management employees, 64 hours per year for Mid-Management employees, and 56 hours per year for Professional/Supervisory employees.

In the event a Management Classification employee was employed by another public agency (city, county, or special district) at the time or within one year of his/her appointment with the City, the Management Classification employee may be offered at the time of appointment a Vacation Leave accrual rate that is subject to the following restrictions: The Vacation Leave rate must be at generally the same rate he/she was accruing Vacation Leave at the other agency; not to exceed the accrual rates listed herein above, and not to exceed a maximum of 136 hours per year, but in no event less than 80 hours per year. He/she will continue to accrue Vacation Leave at that rate until such time as he/she would be eligible for the next increase in accrual rate based on cumulative years of service with the City of Calabasas, consistent with rates listed herein above. All accrual rates shall be calculated based on an eight-hour day, consistent with the above leave accrual table.

Employees receiving Vacation Leave may accrue up to a maximum accumulated Vacation Leave balance of three hundred sixty (360) hours of Vacation Leave. When an employee's accumulated Vacation Leave balance reaches the stated maximum number of hours, accrual of Vacation Leave shall cease. The employee shall not accrue further Vacation Leave until such time as their accumulated Vacation Leave balance again falls below the maximum.

#### **SECTION 17. SICK LEAVE**

Sick Leave shall be accrued per pay period on a pro-rata basis, based on number of hours worked. Hours worked include: regular time, holiday, vacation, sick, floating holiday, jury duty, bereavement and administrative leave. Any unpaid leave by the employee does not count as hours worked.

Employees accrue sick leave bi-weekly at a rate of 96 hours per year. Sick leave may be used upon accrual.

Employees receiving Sick Leave may accrue up to a maximum accumulated Sick Leave balance of one thousand two hundred eighty (1,280) hours of Sick Leave. When an employee's accumulated Sick Leave balance reaches the stated maximum number of hours, accrual of Sick Leave shall cease. The employee shall not accrue further Sick Leave until such time as their accumulated Sick Leave balance again falls below the maximum.

## **SECTION 18. VACATION & SICK LEAVE CASH OUT**

Employees may cash out Vacation Leave at any time during the fiscal year subject to the following constraints. Employee must have a minimum of 300 hours of vacation leave. Employee must have used a minimum of 24 hours of vacation leave or floating holiday leave during the prior 12 months. Employee can request a minimum of 20 hours up to the stated limit of 80 hours per fiscal year. The City Council or City Manager may unilaterally restrict the lump-sum Vacation Leave cash out for any single fiscal year.

Employees may cash out Sick Leave at any time during the fiscal year subject to the following constraints. Employee must have a minimum of 300 hours of sick leave. Employee can request a minimum of 20 hours up to the stated limit of 80 hours per fiscal year. Upon retirement, employees may elect to cash out their sick leave, up to a maximum of one hundred fifty (150) hours. The City Council or City Manager may unilaterally restrict the lump-sum Sick Leave cash out for any single fiscal year.

## **SECTION 19. BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family (as defined in the Human Resources Guidelines, the employee will be eligible for five work days (40 hours) of paid leave for bereavement.

## **SECTION 20. JURY DUTY LEAVE**

Employees are granted up to ten work days (80 hours) of paid leave for jury service.

## **SECTION 21. COMPUTER LOAN PROGRAM**

Once an employee has successfully completed their probationary period, an interest-free loan is available to employees in the maximum cumulative amount of \$3,000 in order to purchase a personal computer, laptop, printer and other related computer equipment and software.

## **SECTION 22. FITNESS/RECREATION PROGRAMS**

The City provides a complimentary, employee-only membership to the Calabasas Tennis and Swim Center and the Agoura Hills/Calabasas Community Center. The City also provides a 30% discount at Creekside Preschool and on classes and programs offered through the Recreation Brochure and operated by City staff.

The City provides retired City Council Members a one-person, lifetime, non-transferable membership to the Calabasas Tennis and Swim Center.

### **SECTION 23. TUITION REIMBURSEMENT**

Employees of the City who have successfully passed their initial probation are eligible for the Tuition Reimbursement program. Employees are eligible to receive 85% of the costs of tuition, books and other related expenses; subject to a maximum reimbursement of \$15,000 over a seven-year period.

### **SECTION 24. SAFETY EQUIPMENT**

As determined by the City Manager, certain employees are eligible for safety equipment based on work assignments. City shall reimburse the employee to purchase/replace/repair one (1) or more pairs of City approved safety shoes (boots) for each employee at a combined cost not to exceed \$200.00 per employee for each fiscal year. The purchase/replacement/repair shall be pre-approved by the Department Head and shall be done on a reimbursement basis. An approved reimbursement shall be made within thirty (30) days of City's receipt of appropriate documentation including but not limited to a receipt. Purchase of the work boots shall be done on an employee's own time.

### **SECTION 25. MEAL ALLOWANCE**

Full-time and part-time employees who are scheduled to work for two hours after the close of business may be paid a meal allowance not to exceed \$15.00. This is on a reimbursement basis and the employee must provide a receipt for the meal purchase in order to receive the meal allowance.

Resolution No. 2022-1810, and any conflicting provisions previously adopted, are hereby rescinded.

To the extent the provisions of this Resolution No. 2023-1864 are substantially the same as any other resolution or action of the City Council, the provisions of Resolution 2023-1864 shall be construed as continuations of these other enactments, and not as new enactments.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of August 2023.

\_\_\_\_\_  
David J. Shapiro, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

\_\_\_\_\_  
Matthew T. Summers  
Colantuono Highsmith & Whatley  
City Attorney



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE:** AUGUST 10, 2023

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** RON AHLERS, CHIEF FINANCIAL OFFICER 

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2023-1865 OF THE CITY COUNCIL OF THE CITY OF CALABASAS, RESCINDING RESOLUTION 2023-1860 AND APPROVING A SALARY SCHEDULE FOR PERMANENT EMPLOYEES.

**MEETING DATE:** AUGUST 23, 2023

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**SUMMARY RECOMMENDATION:**

Staff recommends City Council adopt Resolution No. 2023-1865 rescinding resolution 2022-1860 and approving a salary schedule for permanent employees.

**BACKGROUND:**

The salary range for the position of Assistant City Manager is currently P213. The following department head positions also utilize salary range P213:

- Chief Financial Officer
- Community Development Director
- Public Works Director/City Engineer

City staff is seeking to make a salary difference between the Assistant City Manager and other department head positions.

**DISCUSSION/ANALYSIS:**

The City will soon begin recruitment for an Assistant City Manager. City staff is requesting an increase in the salary range for the Assistant City Manager position based on recent discussions with the executive search firm the City hired. The executive search firm recommends a pay differential between the Assistant City Manager and other department head positions. The increase will bring the Assistant City Manager position to range P218; which is 5% greater than the department head positions which are at range P213. This is consistent with the market salaries for the position of Assistant City Manager. Other cities Assistant City Manager positions:

	<u>Low Annual</u>	<u>High Annual</u>
City of Agoura Hills	\$190,965	\$232,672
City of Calabasas	\$199,862	\$249,601
City of Camarillo	\$192,628	\$288,932
City of Malibu	\$182,117	\$237,621
City of Thousand Oaks	\$209,196	\$261,492
City of Westlake Village	\$150,744	\$237,108

This is consistent with neighboring cities.

This is the only change to the salary resolution.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The annual fiscal impact is approximately \$15,000.

**REQUESTED ACTION:**

Staff recommends that the City Council adopt Resolution No. 2023-1865.

**ATTACHMENT:**

Resolution No. 2023-1865

**ITEM 7 ATTACHMENT  
RESOLUTION NO. 2023-1865**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, APPROVING A SALARY  
SCHEDULE FOR FULL-TIME PERMANENT EMPLOYEES  
AND RESCINDING RESOLUTION 2023-1860.**

This resolution shall be effective as of the paycheck of September 8, 2023.

**SECTION 1. DEFINITIONS**

**Full-Time Permanent Employees.** A full-time permanent employee is one whose position is allocated in the budget and who regularly works a minimum of forty (40) hours per workweek on a continuing basis. Such employees are hired for an indefinite and unspecified duration.

The following salary ranges are hereby established.

**FULL-TIME PERMANENT EMPLOYEE SALARY RANGES**

**A. Council**

POSITION	MONTHLY SALARY*
Council Member	\$1,171

\* In accordance with Ordinance 2022-397, and effective with the paycheck of January 13, 2023.

**B. City Manager**

POSITION	MONTHLY SALARY**
City Manager	\$21,000

\*\* In accordance with City Manager Employment Agreement

**C. Management Classification**

<b>POSITION</b>	<b>SALARY SCHEDULE NUMBER</b>
Assistant City Manager	P218
Chief Financial Officer	P213
Community Development Director	P213
Public Works Director/City Engineer	P213
Communications Director	P197
Community Services Director	P197
Deputy City Manager	P197

**D. Mid-Management Classification**

<b>POSITION</b>	<b>SALARY SCHEDULE NUMBER</b>
Deputy Public Works Director	P188
City Clerk	P176
City Librarian	P176
City Planner	P176
Information Systems Manager	P176
Building Official	P167
Deputy Community Services Director	P167
Accounting Supervisor	P162
Environmental Services Supervisor	P162
Landscape District Maintenance Manager	P162
Public Works Superintendent	P162
Recreation Manager	P162

**E. Professional/Supervisory Classification**

<b>POSITION</b>	<b>SALARY SCHEDULE NUMBER</b>
Senior Civil Engineer	P162
Senior Planner	P154
Senior Human Resources Analyst	P147
Senior Management Analyst	P147
Senior Librarian	P137
Media Supervisor	P132
Facility Supervisor	P132
Recreation Supervisor	P132

**F. Professional/Technical Classification**

<b>POSITION</b>	<b>SALARY SCHEDULE NUMBER</b>
Planner	P147
Associate Civil Engineer	P147
Associate Planner	P142
Assistant Engineer	P132
Grant/Contract Administrator	P132
Management Analyst	P132
Public Safety Coordinator	P132
Senior Building Inspector	P132
Senior Code Enforcement Officer	P132
Senior Information Technology Specialist	P132
Senior Public Works Inspector	P132
Assistant Planner	P123
Human Resources Specialist	P123
Librarian	P123

Library Circulation Supervisor	P123
Senior Media Specialist	P120
Assistant to the City Clerk	P117
Building Inspector	P117
Landscape Maintenance Inspector	P117
Maintenance Inspector	P117
Permit Center Supervisor	P117
Code Enforcement Officer	P116
Senior Accounting Specialist	P116
Recreation Coordinator	P114

**G. Administrative/General Support Classification**

<b>POSITION</b>	<b>SALARY SCHEDULE NUMBER</b>
Information Technology Specialist	P112
Accounting Specialist	P107
Executive Assistant II	P107
Building Assistant	P107
Executive Assistant I	P102
Library Technical Services Coordinator	P94
Library Technician	P94
Maintenance Technician II	P94
Maintenance Technician I	P87

**SECTION 2. ESTABLISHMENT OF COMPENSATION PROCEDURE**

- A. The City Manager shall recommend to the City Council the prescribed salary ranges for all classifications. The compensation for the City Manager shall be set by the City Council.
- B. At any time during the fiscal year, the City Manager is authorized to adjust the full-time position to a different salary schedule number.

1. The adjustment for any full-time position may not exceed 15 percent in a fiscal year. If a full-time position is adjusted more than once in a fiscal year, the total adjustment, measured from the pre-adjusted baseline, may not exceed 15 percent in that fiscal year.
2. Adjustments must be based on findings. Findings must relate to a change in duties, job conditions, salary comparison to similar positions in comparable public agencies, or any other similar basis.
3. Adjustments are completely separate from merit increases. Merit increases relate to an individual employee. Adjustments relate to all employees of a position within the relevant classification.
4. Adjustments are not retroactive. Adjustments are determined at the sole discretion of the City Manager and employees have no right to such adjustments.
5. Adjustments do not require approval or resolution of the City Council. The City Council, the Deputy City Manager, and Chief Financial Officer shall be notified of such adjustments and the findings which support them, in writing.
6. All such adjustments shall be subject to budget appropriation and may not be approved if to do so would exceed existing budget authority unless made contingent upon a budget amendment approved by the City Council.
7. Title change adjustments are authorized, provided that there is no increase in the total authorized full-time employee count.
8. The Salary Schedule for Full-Time Permanent positions (attached) is shown as a bi-weekly schedule for accounting and payroll purposes.

Resolution No. 2023-1860, and any conflicting provisions previously adopted, are hereby rescinded.

To the extent the provisions of this Resolution No. 2023-1865 are substantially the same as any other resolution or action of the City Council, the provisions of Resolution 2023-1865 shall be construed as continuations of these other enactments, and not as new enactments.

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 23<sup>rd</sup> day of August, 2023.

ATTEST:

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David J. Shapiro, Mayor

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Maricela Hernandez, City Clerk  
*Master Municipal Clerk*  
*California Professional Municipal Clerk*

APPROVED AS TO FORM:

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Matthew Summers  
Colantuono Highsmith & Whatley  
City Attorney

**CITY OF CALABASAS**  
**PERMANENT POSITIONS**  
**BI-WEEKLY WAGE RANGE / STEP SCHEDULE**  
**Effective with paycheck dated September 8, 2023**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
P1	887.20	909.38	932.11	955.41	979.30	1,003.78	1,028.87	1,054.59	1,080.95	1,107.97
P2	896.07	918.47	941.43	964.97	989.09	1,013.82	1,039.17	1,065.15	1,091.78	1,119.07
P3	905.03	927.66	950.85	974.62	998.99	1,023.96	1,049.56	1,075.80	1,102.70	1,130.27
P4	914.08	936.93	960.35	984.36	1,008.97	1,034.19	1,060.04	1,086.54	1,113.70	1,141.54
P5	923.22	946.30	969.96	994.21	1,019.07	1,044.55	1,070.66	1,097.43	1,124.87	1,152.99
P6	932.45	955.76	979.65	1,004.14	1,029.24	1,054.97	1,081.34	1,108.37	1,136.08	1,164.48
P7	941.77	965.31	989.44	1,014.18	1,039.53	1,065.52	1,092.16	1,119.46	1,147.45	1,176.14
P8	951.19	974.97	999.34	1,024.32	1,049.93	1,076.18	1,103.08	1,130.66	1,158.93	1,187.90
P9	960.70	984.72	1,009.34	1,034.57	1,060.43	1,086.94	1,114.11	1,141.96	1,170.51	1,199.77
P10	970.31	994.57	1,019.43	1,044.92	1,071.04	1,097.82	1,125.27	1,153.40	1,182.24	1,211.80
P11	980.01	1,004.51	1,029.62	1,055.36	1,081.74	1,108.78	1,136.50	1,164.91	1,194.03	1,223.88
P12	989.81	1,014.56	1,039.92	1,065.92	1,092.57	1,119.88	1,147.88	1,176.58	1,205.99	1,236.14
P13	999.71	1,024.70	1,050.32	1,076.58	1,103.49	1,131.08	1,159.36	1,188.34	1,218.05	1,248.50
P14	1,009.71	1,034.95	1,060.82	1,087.34	1,114.52	1,142.38	1,170.94	1,200.21	1,230.22	1,260.98
P15	1,019.81	1,045.31	1,071.44	1,098.23	1,125.69	1,153.83	1,182.68	1,212.25	1,242.56	1,273.62
P16	1,030.01	1,055.76	1,082.15	1,109.20	1,136.93	1,165.35	1,194.48	1,224.34	1,254.95	1,286.32
P17	1,040.31	1,066.32	1,092.98	1,120.30	1,148.31	1,177.02	1,206.45	1,236.61	1,267.53	1,299.22
P18	1,050.71	1,076.98	1,103.90	1,131.50	1,159.79	1,188.78	1,218.50	1,248.96	1,280.18	1,312.18
P19	1,061.22	1,087.75	1,114.94	1,142.81	1,171.38	1,200.66	1,230.68	1,261.45	1,292.99	1,325.31
P20	1,071.83	1,098.63	1,126.10	1,154.25	1,183.11	1,212.69	1,243.01	1,274.09	1,305.94	1,338.59
P21	1,082.55	1,109.61	1,137.35	1,165.78	1,194.92	1,224.79	1,255.41	1,286.80	1,318.97	1,351.94
P22	1,093.38	1,120.71	1,148.73	1,177.45	1,206.89	1,237.06	1,267.99	1,299.69	1,332.18	1,365.48
P23	1,104.31	1,131.92	1,160.22	1,189.23	1,218.96	1,249.43	1,280.67	1,312.69	1,345.51	1,379.15
P24	1,115.35	1,143.23	1,171.81	1,201.11	1,231.14	1,261.92	1,293.47	1,325.81	1,358.96	1,392.93
P25	1,126.50	1,154.66	1,183.53	1,213.12	1,243.45	1,274.54	1,306.40	1,339.06	1,372.54	1,406.85
P26	1,137.77	1,166.21	1,195.37	1,225.25	1,255.88	1,287.28	1,319.46	1,352.45	1,386.26	1,420.92
P27	1,149.15	1,177.88	1,207.33	1,237.51	1,268.45	1,300.16	1,332.66	1,365.98	1,400.13	1,435.13
P28	1,160.64	1,189.66	1,219.40	1,249.89	1,281.14	1,313.17	1,346.00	1,379.65	1,414.14	1,449.49
P29	1,172.25	1,201.56	1,231.60	1,262.39	1,293.95	1,326.30	1,359.46	1,393.45	1,428.29	1,464.00
P30	1,183.97	1,213.57	1,243.91	1,275.01	1,306.89	1,339.56	1,373.05	1,407.38	1,442.56	1,478.62
P31	1,195.81	1,225.71	1,256.35	1,287.76	1,319.95	1,352.95	1,386.77	1,421.44	1,456.98	1,493.40
P32	1,207.77	1,237.96	1,268.91	1,300.63	1,333.15	1,366.48	1,400.64	1,435.66	1,471.55	1,508.34
P33	1,219.85	1,250.35	1,281.61	1,313.65	1,346.49	1,380.15	1,414.65	1,450.02	1,486.27	1,523.43
P34	1,232.05	1,262.85	1,294.42	1,326.78	1,359.95	1,393.95	1,428.80	1,464.52	1,501.13	1,538.66
P35	1,244.37	1,275.48	1,307.37	1,340.05	1,373.55	1,407.89	1,443.09	1,479.17	1,516.15	1,554.05
P36	1,256.81	1,288.23	1,320.44	1,353.45	1,387.29	1,421.97	1,457.52	1,493.96	1,531.31	1,569.59
P37	1,269.38	1,301.11	1,333.64	1,366.98	1,401.15	1,436.18	1,472.08	1,508.88	1,546.60	1,585.27
P38	1,282.07	1,314.12	1,346.97	1,380.64	1,415.16	1,450.54	1,486.80	1,523.97	1,562.07	1,601.12
P39	1,294.89	1,327.26	1,360.44	1,394.45	1,429.31	1,465.04	1,501.67	1,539.21	1,577.69	1,617.13
P40	1,307.84	1,340.54	1,374.05	1,408.40	1,443.61	1,479.70	1,516.69	1,554.61	1,593.48	1,633.32
P41	1,320.92	1,353.94	1,387.79	1,422.48	1,458.04	1,494.49	1,531.85	1,570.15	1,609.40	1,649.64
P42	1,334.13	1,367.48	1,401.67	1,436.71	1,472.63	1,509.45	1,547.19	1,585.87	1,625.52	1,666.16
P43	1,347.47	1,381.16	1,415.69	1,451.08	1,487.36	1,524.54	1,562.65	1,601.72	1,641.76	1,682.80
P44	1,360.94	1,394.96	1,429.83	1,465.58	1,502.22	1,539.78	1,578.27	1,617.73	1,658.17	1,699.62
P45	1,374.55	1,408.91	1,444.13	1,480.23	1,517.24	1,555.17	1,594.05	1,633.90	1,674.75	1,716.62
P46	1,388.30	1,423.01	1,458.59	1,495.05	1,532.43	1,570.74	1,610.01	1,650.26	1,691.52	1,733.81
P47	1,402.18	1,437.23	1,473.16	1,509.99	1,547.74	1,586.43	1,626.09	1,666.74	1,708.41	1,751.12
P48	1,416.20	1,451.61	1,487.90	1,525.10	1,563.23	1,602.31	1,642.37	1,683.43	1,725.52	1,768.66
P49	1,430.36	1,466.12	1,502.77	1,540.34	1,578.85	1,618.32	1,658.78	1,700.25	1,742.76	1,786.33
P50	1,444.66	1,480.78	1,517.80	1,555.75	1,594.64	1,634.51	1,675.37	1,717.25	1,760.18	1,804.18
P51	1,459.11	1,495.59	1,532.98	1,571.30	1,610.58	1,650.84	1,692.11	1,734.41	1,777.77	1,822.21
P52	1,473.70	1,510.54	1,548.30	1,587.01	1,626.69	1,667.36	1,709.04	1,751.77	1,795.56	1,840.45
P53	1,488.44	1,525.65	1,563.79	1,602.88	1,642.95	1,684.02	1,726.12	1,769.27	1,813.50	1,858.84
P54	1,503.32	1,540.90	1,579.42	1,618.91	1,659.38	1,700.86	1,743.38	1,786.96	1,831.63	1,877.42
P55	1,518.35	1,556.31	1,595.22	1,635.10	1,675.98	1,717.88	1,760.83	1,804.85	1,849.97	1,896.22

**CITY OF CALABASAS  
PERMANENT POSITIONS  
BI-WEEKLY WAGE RANGE / STEP SCHEDULE  
Effective with paycheck dated September 8, 2023**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
P56	1,533.53	1,571.87	1,611.17	1,651.45	1,692.74	1,735.06	1,778.44	1,822.90	1,868.47	1,915.18
P57	1,548.87	1,587.59	1,627.28	1,667.96	1,709.66	1,752.40	1,796.21	1,841.12	1,887.15	1,934.33
P58	1,564.36	1,603.47	1,643.56	1,684.65	1,726.77	1,769.94	1,814.19	1,859.54	1,906.03	1,953.68
P59	1,580.00	1,619.50	1,659.99	1,701.49	1,744.03	1,787.63	1,832.32	1,878.13	1,925.08	1,973.21
P60	1,595.80	1,635.70	1,676.59	1,718.50	1,761.46	1,805.50	1,850.64	1,896.91	1,944.33	1,992.94
P61	1,611.76	1,652.05	1,693.35	1,735.68	1,779.07	1,823.55	1,869.14	1,915.87	1,963.77	2,012.86
P62	1,627.88	1,668.58	1,710.29	1,753.05	1,796.88	1,841.80	1,887.85	1,935.05	1,983.43	2,033.02
P63	1,644.16	1,685.26	1,727.39	1,770.57	1,814.83	1,860.20	1,906.71	1,954.38	2,003.24	2,053.32
P64	1,660.60	1,702.12	1,744.67	1,788.29	1,833.00	1,878.83	1,925.80	1,973.95	2,023.30	2,073.88
P65	1,677.21	1,719.14	1,762.12	1,806.17	1,851.32	1,897.60	1,945.04	1,993.67	2,043.51	2,094.60
P66	1,693.98	1,736.33	1,779.74	1,824.23	1,869.84	1,916.59	1,964.50	2,013.61	2,063.95	2,115.55
P67	1,710.92	1,753.69	1,797.53	1,842.47	1,888.53	1,935.74	1,984.13	2,033.73	2,084.57	2,136.68
P68	1,728.03	1,771.23	1,815.51	1,860.90	1,907.42	1,955.11	2,003.99	2,054.09	2,105.44	2,158.08
P69	1,745.31	1,788.94	1,833.66	1,879.50	1,926.49	1,974.65	2,024.02	2,074.62	2,126.49	2,179.65
P70	1,762.76	1,806.83	1,852.00	1,898.30	1,945.76	1,994.40	2,044.26	2,095.37	2,147.75	2,201.44
P71	1,780.39	1,824.90	1,870.52	1,917.28	1,965.21	2,014.34	2,064.70	2,116.32	2,169.23	2,223.46
P72	1,798.19	1,843.14	1,889.22	1,936.45	1,984.86	2,034.48	2,085.34	2,137.47	2,190.91	2,245.68
P73	1,816.17	1,861.57	1,908.11	1,955.81	2,004.71	2,054.83	2,106.20	2,158.86	2,212.83	2,268.15
P74	1,834.33	1,880.19	1,927.19	1,975.37	2,024.75	2,075.37	2,127.25	2,180.43	2,234.94	2,290.81
P75	1,852.67	1,898.99	1,946.46	1,995.12	2,045.00	2,096.13	2,148.53	2,202.24	2,257.30	2,313.73
P76	1,871.20	1,917.98	1,965.93	2,015.08	2,065.46	2,117.10	2,170.03	2,224.28	2,279.89	2,336.89
P77	1,889.91	1,937.16	1,985.59	2,035.23	2,086.11	2,138.26	2,191.72	2,246.51	2,302.67	2,360.24
P78	1,908.81	1,956.53	2,005.44	2,055.58	2,106.97	2,159.64	2,213.63	2,268.97	2,325.69	2,383.83
P79	1,927.90	1,976.10	2,025.50	2,076.14	2,128.04	2,181.24	2,235.77	2,291.66	2,348.95	2,407.67
P80	1,947.18	1,995.86	2,045.76	2,096.90	2,149.32	2,203.05	2,258.13	2,314.58	2,372.44	2,431.75
P81	1,966.65	2,015.82	2,066.22	2,117.88	2,170.83	2,225.10	2,280.73	2,337.75	2,396.19	2,456.09
P82	1,986.32	2,035.98	2,086.88	2,139.05	2,192.53	2,247.34	2,303.52	2,361.11	2,420.14	2,480.64
P83	2,006.18	2,056.33	2,107.74	2,160.43	2,214.44	2,269.80	2,326.55	2,384.71	2,444.33	2,505.44
P84	2,026.24	2,076.90	2,128.82	2,182.04	2,236.59	2,292.50	2,349.81	2,408.56	2,468.77	2,530.49
P85	2,046.50	2,097.66	2,150.10	2,203.85	2,258.95	2,315.42	2,373.31	2,432.64	2,493.46	2,555.80
P86	2,066.97	2,118.64	2,171.61	2,225.90	2,281.55	2,338.59	2,397.05	2,456.98	2,518.40	2,581.36
P87	2,087.64	2,139.83	2,193.33	2,248.16	2,304.36	2,361.97	2,421.02	2,481.55	2,543.59	2,607.18
P88	2,108.52	2,161.23	2,215.26	2,270.64	2,327.41	2,385.60	2,445.24	2,506.37	2,569.03	2,633.26
P89	2,129.61	2,182.85	2,237.42	2,293.36	2,350.69	2,409.46	2,469.70	2,531.44	2,594.73	2,659.60
P90	2,150.91	2,204.68	2,259.80	2,316.30	2,374.21	2,433.57	2,494.41	2,556.77	2,620.69	2,686.21
P91	2,172.42	2,226.73	2,282.40	2,339.46	2,397.95	2,457.90	2,519.35	2,582.33	2,646.89	2,713.06
P92	2,194.14	2,248.99	2,305.21	2,362.84	2,421.91	2,482.46	2,544.52	2,608.13	2,673.33	2,740.16
P93	2,216.08	2,271.48	2,328.27	2,386.48	2,446.14	2,507.29	2,569.97	2,634.22	2,700.08	2,767.58
P94	2,238.24	2,294.20	2,351.56	2,410.35	2,470.61	2,532.38	2,595.69	2,660.58	2,727.09	2,795.27
P95	2,260.62	2,317.14	2,375.07	2,434.45	2,495.31	2,557.69	2,621.63	2,687.17	2,754.35	2,823.21
P96	2,283.23	2,340.31	2,398.82	2,458.79	2,520.26	2,583.27	2,647.85	2,714.05	2,781.90	2,851.45
P97	2,306.06	2,363.71	2,422.80	2,483.37	2,545.45	2,609.09	2,674.32	2,741.18	2,809.71	2,879.95
P98	2,329.12	2,387.35	2,447.03	2,508.21	2,570.92	2,635.19	2,701.07	2,768.60	2,837.82	2,908.77
P99	2,352.41	2,411.22	2,471.50	2,533.29	2,596.62	2,661.54	2,728.08	2,796.28	2,866.19	2,937.84
P100	2,375.93	2,435.33	2,496.21	2,558.62	2,622.59	2,688.15	2,755.35	2,824.23	2,894.84	2,967.21
P101	2,399.69	2,459.68	2,521.17	2,584.20	2,648.81	2,715.03	2,782.91	2,852.48	2,923.79	2,996.88
P102	2,423.69	2,484.28	2,546.39	2,610.05	2,675.30	2,742.18	2,810.73	2,881.00	2,953.03	3,026.86
P103	2,447.93	2,509.13	2,571.86	2,636.16	2,702.06	2,769.61	2,838.85	2,909.82	2,982.57	3,057.13
P104	2,472.41	2,534.22	2,597.58	2,662.52	2,729.08	2,797.31	2,867.24	2,938.92	3,012.39	3,087.70
P105	2,497.13	2,559.56	2,623.55	2,689.14	2,756.37	2,825.28	2,895.91	2,968.31	3,042.52	3,118.58
P106	2,522.10	2,585.15	2,649.78	2,716.02	2,783.92	2,853.52	2,924.86	2,997.98	3,072.93	3,149.75
P107	2,547.32	2,611.00	2,676.28	2,743.19	2,811.77	2,882.06	2,954.11	3,027.96	3,103.66	3,181.25
P108	2,572.79	2,637.11	2,703.04	2,770.62	2,839.89	2,910.89	2,983.66	3,058.25	3,134.71	3,213.08
P109	2,598.52	2,663.48	2,730.07	2,798.32	2,868.28	2,939.99	3,013.49	3,088.83	3,166.05	3,245.20
P110	2,624.51	2,690.12	2,757.37	2,826.30	2,896.96	2,969.38	3,043.61	3,119.70	3,197.69	3,277.63

**CITY OF CALABASAS**  
**PERMANENT POSITIONS**  
**BI-WEEKLY WAGE RANGE / STEP SCHEDULE**  
**Effective with paycheck dated September 8, 2023**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
P111	2,650.76	2,717.03	2,784.96	2,854.58	2,925.94	2,999.09	3,074.07	3,150.92	3,229.69	3,310.43
P112	2,677.27	2,744.20	2,812.81	2,883.13	2,955.21	3,029.09	3,104.82	3,182.44	3,262.00	3,343.55
P113	2,704.04	2,771.64	2,840.93	2,911.95	2,984.75	3,059.37	3,135.85	3,214.25	3,294.61	3,376.98
P114	2,731.08	2,799.36	2,869.34	2,941.07	3,014.60	3,089.97	3,167.22	3,246.40	3,327.56	3,410.75
P115	2,758.39	2,827.35	2,898.03	2,970.48	3,044.74	3,120.86	3,198.88	3,278.85	3,360.82	3,444.84
P116	2,785.97	2,855.62	2,927.01	3,000.19	3,075.19	3,152.07	3,230.87	3,311.64	3,394.43	3,479.29
P117	2,813.83	2,884.18	2,956.28	3,030.19	3,105.94	3,183.59	3,263.18	3,344.76	3,428.38	3,514.09
P118	2,841.97	2,913.02	2,985.85	3,060.50	3,137.01	3,215.44	3,295.83	3,378.23	3,462.69	3,549.26
P119	2,870.39	2,942.15	3,015.70	3,091.09	3,168.37	3,247.58	3,328.77	3,411.99	3,497.29	3,584.72
P120	2,899.09	2,971.57	3,045.86	3,122.01	3,200.06	3,280.06	3,362.06	3,446.11	3,532.26	3,620.57
P121	2,928.08	3,001.28	3,076.31	3,153.22	3,232.05	3,312.85	3,395.67	3,480.56	3,567.57	3,656.76
P122	2,957.36	3,031.29	3,107.07	3,184.75	3,264.37	3,345.98	3,429.63	3,515.37	3,603.25	3,693.33
P123	2,986.93	3,061.60	3,138.14	3,216.59	3,297.00	3,379.43	3,463.92	3,550.52	3,639.28	3,730.26
P124	3,016.80	3,092.22	3,169.53	3,248.77	3,329.99	3,413.24	3,498.57	3,586.03	3,675.68	3,767.57
P125	3,046.97	3,123.14	3,201.22	3,281.25	3,363.28	3,447.36	3,533.54	3,621.88	3,712.43	3,805.24
P126	3,077.44	3,154.38	3,233.24	3,314.07	3,396.92	3,481.84	3,568.89	3,658.11	3,749.56	3,843.30
P127	3,108.21	3,185.92	3,265.57	3,347.21	3,430.89	3,516.66	3,604.58	3,694.69	3,787.06	3,881.74
P128	3,139.29	3,217.77	3,298.21	3,380.67	3,465.19	3,551.82	3,640.62	3,731.64	3,824.93	3,920.55
P129	3,170.68	3,249.95	3,331.20	3,414.48	3,499.84	3,587.34	3,677.02	3,768.95	3,863.17	3,959.75
P130	3,202.39	3,282.45	3,364.51	3,448.62	3,534.84	3,623.21	3,713.79	3,806.63	3,901.80	3,999.35
P131	3,234.41	3,315.27	3,398.15	3,483.10	3,570.18	3,659.43	3,750.92	3,844.69	3,940.81	4,039.33
P132	3,266.75	3,348.42	3,432.13	3,517.93	3,605.88	3,696.03	3,788.43	3,883.14	3,980.22	4,079.73
P133	3,299.42	3,381.91	3,466.46	3,553.12	3,641.95	3,733.00	3,826.33	3,921.99	4,020.04	4,120.54
P134	3,332.41	3,415.72	3,501.11	3,588.64	3,678.36	3,770.32	3,864.58	3,961.19	4,060.22	4,161.73
P135	3,365.73	3,449.87	3,536.12	3,624.52	3,715.13	3,808.01	3,903.21	4,000.79	4,100.81	4,203.33
P136	3,399.39	3,484.37	3,571.48	3,660.77	3,752.29	3,846.10	3,942.25	4,040.81	4,141.83	4,245.38
P137	3,433.38	3,519.21	3,607.19	3,697.37	3,789.80	3,884.55	3,981.66	4,081.20	4,183.23	4,287.81
P138	3,467.71	3,554.40	3,643.26	3,734.34	3,827.70	3,923.39	4,021.47	4,122.01	4,225.06	4,330.69
P139	3,502.39	3,589.95	3,679.70	3,771.69	3,865.98	3,962.63	4,061.70	4,163.24	4,267.32	4,374.00
P140	3,537.41	3,625.85	3,716.50	3,809.41	3,904.65	4,002.27	4,102.33	4,204.89	4,310.01	4,417.76
P141	3,572.78	3,662.10	3,753.65	3,847.49	3,943.68	4,042.27	4,143.33	4,246.91	4,353.08	4,461.91
P142	3,608.51	3,698.72	3,791.19	3,885.97	3,983.12	4,082.70	4,184.77	4,289.39	4,396.62	4,506.54
P143	3,644.60	3,735.72	3,829.11	3,924.84	4,022.96	4,123.53	4,226.62	4,332.29	4,440.60	4,551.62
P144	3,681.05	3,773.08	3,867.41	3,964.10	4,063.20	4,164.78	4,268.90	4,375.62	4,485.01	4,597.14
P145	3,717.86	3,810.81	3,906.08	4,003.73	4,103.82	4,206.42	4,311.58	4,419.37	4,529.85	4,643.10
P146	3,755.04	3,848.92	3,945.14	4,043.77	4,144.86	4,248.48	4,354.69	4,463.56	4,575.15	4,689.53
P147	3,792.59	3,887.40	3,984.59	4,084.20	4,186.31	4,290.97	4,398.24	4,508.20	4,620.91	4,736.43
P148	3,830.52	3,926.28	4,024.44	4,125.05	4,228.18	4,333.88	4,442.23	4,553.29	4,667.12	4,783.80
P149	3,868.83	3,965.55	4,064.69	4,166.31	4,270.47	4,377.23	4,486.66	4,598.83	4,713.80	4,831.65
P150	3,907.52	4,005.21	4,105.34	4,207.97	4,313.17	4,421.00	4,531.53	4,644.82	4,760.94	4,879.96
P151	3,946.60	4,045.27	4,146.40	4,250.06	4,356.31	4,465.22	4,576.85	4,691.27	4,808.55	4,928.76
P152	3,986.07	4,085.72	4,187.86	4,292.56	4,399.87	4,509.87	4,622.62	4,738.19	4,856.64	4,978.06
P153	4,025.93	4,126.58	4,229.74	4,335.48	4,443.87	4,554.97	4,668.84	4,785.56	4,905.20	5,027.83
P154	4,066.19	4,167.84	4,272.04	4,378.84	4,488.31	4,600.52	4,715.53	4,833.42	4,954.26	5,078.12
P155	4,106.85	4,209.52	4,314.76	4,422.63	4,533.20	4,646.53	4,762.69	4,881.76	5,003.80	5,128.90
P156	4,147.92	4,251.62	4,357.91	4,466.86	4,578.53	4,692.99	4,810.31	4,930.57	5,053.83	5,180.18
P157	4,189.40	4,294.14	4,401.49	4,511.53	4,624.32	4,739.93	4,858.43	4,979.89	5,104.39	5,232.00
P158	4,231.29	4,337.07	4,445.50	4,556.64	4,670.56	4,787.32	4,907.00	5,029.68	5,155.42	5,284.31
P159	4,273.60	4,380.44	4,489.95	4,602.20	4,717.26	4,835.19	4,956.07	5,079.97	5,206.97	5,337.14
P160	4,316.34	4,424.25	4,534.86	4,648.23	4,764.44	4,883.55	5,005.64	5,130.78	5,259.05	5,390.53
P161	4,359.50	4,468.49	4,580.20	4,694.71	4,812.08	4,932.38	5,055.69	5,182.08	5,311.63	5,444.42
P162	4,403.10	4,513.18	4,626.01	4,741.66	4,860.20	4,981.71	5,106.25	5,233.91	5,364.76	5,498.88
P163	4,447.13	4,558.31	4,672.27	4,789.08	4,908.81	5,031.53	5,157.32	5,286.25	5,418.41	5,553.87
P164	4,491.60	4,603.89	4,718.99	4,836.96	4,957.88	5,081.83	5,208.88	5,339.10	5,472.58	5,609.39
P165	4,536.52	4,649.93	4,766.18	4,885.33	5,007.46	5,132.65	5,260.97	5,392.49	5,527.30	5,665.48

**CITY OF CALABASAS  
PERMANENT POSITIONS  
BI-WEEKLY WAGE RANGE / STEP SCHEDULE  
Effective with paycheck dated September 8, 2023**

<b>RANGE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>	<b>STEP 9</b>	<b>STEP 10</b>
P166	4,581.89	4,696.44	4,813.85	4,934.20	5,057.56	5,184.00	5,313.60	5,446.44	5,582.60	5,722.17
P167	4,627.71	4,743.40	4,861.99	4,983.54	5,108.13	5,235.83	5,366.73	5,500.90	5,638.42	5,779.38
P168	4,673.99	4,790.84	4,910.61	5,033.38	5,159.21	5,288.19	5,420.39	5,555.90	5,694.80	5,837.17
P169	4,720.73	4,838.75	4,959.72	5,083.71	5,210.80	5,341.07	5,474.60	5,611.47	5,751.76	5,895.55
P170	4,767.94	4,887.14	5,009.32	5,134.55	5,262.91	5,394.48	5,529.34	5,667.57	5,809.26	5,954.49
P171	4,815.62	4,936.01	5,059.41	5,185.90	5,315.55	5,448.44	5,584.65	5,724.27	5,867.38	6,014.06
P172	4,863.78	4,985.37	5,110.00	5,237.75	5,368.69	5,502.91	5,640.48	5,781.49	5,926.03	6,074.18
P173	4,912.42	5,035.23	5,161.11	5,290.14	5,422.39	5,557.95	5,696.90	5,839.32	5,985.30	6,134.93
P174	4,961.54	5,085.58	5,212.72	5,343.04	5,476.62	5,613.54	5,753.88	5,897.73	6,045.17	6,196.30
P175	5,011.16	5,136.44	5,264.85	5,396.47	5,531.38	5,669.66	5,811.40	5,956.69	6,105.61	6,258.25
P176	5,061.27	5,187.80	5,317.50	5,450.44	5,586.70	5,726.37	5,869.53	6,016.27	6,166.68	6,320.85
P177	5,111.88	5,239.68	5,370.67	5,504.94	5,642.56	5,783.62	5,928.21	6,076.42	6,228.33	6,384.04
P178	5,163.00	5,292.08	5,424.38	5,559.99	5,698.99	5,841.46	5,987.50	6,137.19	6,290.62	6,447.89
P179	5,214.63	5,345.00	5,478.63	5,615.60	5,755.99	5,899.89	6,047.39	6,198.57	6,353.53	6,512.37
P180	5,266.78	5,398.45	5,533.41	5,671.75	5,813.54	5,958.88	6,107.85	6,260.55	6,417.06	6,577.49
P181	5,319.45	5,452.44	5,588.75	5,728.47	5,871.68	6,018.47	6,168.93	6,323.15	6,481.23	6,643.26
P182	5,372.64	5,506.96	5,644.63	5,785.75	5,930.39	6,078.65	6,230.62	6,386.39	6,546.05	6,709.70
P183	5,426.37	5,562.03	5,701.08	5,843.61	5,989.70	6,139.44	6,292.93	6,450.25	6,611.51	6,776.80
P184	5,480.63	5,617.65	5,758.09	5,902.04	6,049.59	6,200.83	6,355.85	6,514.75	6,677.62	6,844.56
P185	5,535.44	5,673.83	5,815.68	5,961.07	6,110.10	6,262.85	6,419.42	6,579.91	6,744.41	6,913.02
P186	5,590.79	5,730.56	5,873.82	6,020.67	6,171.19	6,325.47	6,483.61	6,645.70	6,811.84	6,982.14
P187	5,646.70	5,787.87	5,932.57	6,080.88	6,232.90	6,388.72	6,548.44	6,712.15	6,879.95	7,051.95
P188	5,703.17	5,845.75	5,991.89	6,141.69	6,295.23	6,452.61	6,613.93	6,779.28	6,948.76	7,122.48
P189	5,760.20	5,904.21	6,051.82	6,203.12	6,358.20	6,517.16	6,680.09	6,847.09	7,018.27	7,193.73
P190	5,817.80	5,963.25	6,112.33	6,265.14	6,421.77	6,582.31	6,746.87	6,915.54	7,088.43	7,265.64
P191	5,875.98	6,022.88	6,173.45	6,327.79	6,485.98	6,648.13	6,814.33	6,984.69	7,159.31	7,338.29
P192	5,934.74	6,083.11	6,235.19	6,391.07	6,550.85	6,714.62	6,882.49	7,054.55	7,230.91	7,411.68
P193	5,994.09	6,143.94	6,297.54	6,454.98	6,616.35	6,781.76	6,951.30	7,125.08	7,303.21	7,485.79
P194	6,054.03	6,205.38	6,360.51	6,519.52	6,682.51	6,849.57	7,020.81	7,196.33	7,376.24	7,560.65
P195	6,114.57	6,267.43	6,424.12	6,584.72	6,749.34	6,918.07	7,091.02	7,268.30	7,450.01	7,636.26
P196	6,175.72	6,330.11	6,488.36	6,650.57	6,816.83	6,987.25	7,161.93	7,340.98	7,524.50	7,712.61
P197	6,237.48	6,393.42	6,553.26	6,717.09	6,885.02	7,057.15	7,233.58	7,414.42	7,599.78	7,789.77
P198	6,299.85	6,457.35	6,618.78	6,784.25	6,953.86	7,127.71	7,305.90	7,488.55	7,675.76	7,867.65
P199	6,362.85	6,521.92	6,684.97	6,852.09	7,023.39	7,198.97	7,378.94	7,563.41	7,752.50	7,946.31
P200	6,426.48	6,587.14	6,751.82	6,920.62	7,093.64	7,270.98	7,452.75	7,639.07	7,830.05	8,025.80
P201	6,490.74	6,653.01	6,819.34	6,989.82	7,164.57	7,343.68	7,527.27	7,715.45	7,908.34	8,106.05
P202	6,555.65	6,719.54	6,887.53	7,059.72	7,236.21	7,417.12	7,602.55	7,792.61	7,987.43	8,187.12
P203	6,621.21	6,786.74	6,956.41	7,130.32	7,308.58	7,491.29	7,678.57	7,870.53	8,067.29	8,268.97
P204	6,687.42	6,854.61	7,025.98	7,201.63	7,381.67	7,566.21	7,755.37	7,949.25	8,147.98	8,351.68
P205	6,754.29	6,923.15	7,096.23	7,273.64	7,455.48	7,641.87	7,832.92	8,028.74	8,229.46	8,435.20
P206	6,821.83	6,992.38	7,167.19	7,346.37	7,530.03	7,718.28	7,911.24	8,109.02	8,311.75	8,519.54
P207	6,890.05	7,062.30	7,238.86	7,419.83	7,605.33	7,795.46	7,990.35	8,190.11	8,394.86	8,604.73
P208	6,958.95	7,132.92	7,311.24	7,494.02	7,681.37	7,873.40	8,070.24	8,272.00	8,478.80	8,690.77
P209	7,028.54	7,204.25	7,384.36	7,568.97	7,758.19	7,952.14	8,150.94	8,354.71	8,563.58	8,777.67
P210	7,098.83	7,276.30	7,458.21	7,644.67	7,835.79	8,031.68	8,232.47	8,438.28	8,649.24	8,865.47
P211	7,169.82	7,349.07	7,532.80	7,721.12	7,914.15	8,112.00	8,314.80	8,522.67	8,735.74	8,954.13
P212	7,241.52	7,422.56	7,608.12	7,798.32	7,993.28	8,193.11	8,397.94	8,607.89	8,823.09	9,043.67
P213	7,313.94	7,496.79	7,684.21	7,876.32	8,073.23	8,275.06	8,481.94	8,693.99	8,911.34	9,134.12
P214	7,387.08	7,571.76	7,761.05	7,955.08	8,153.96	8,357.81	8,566.76	8,780.93	9,000.45	9,225.46
P215	7,460.95	7,647.47	7,838.66	8,034.63	8,235.50	8,441.39	8,652.42	8,868.73	9,090.45	9,317.71
P216	7,535.56	7,723.95	7,917.05	8,114.98	8,317.85	8,525.80	8,738.95	8,957.42	9,181.36	9,410.89
P217	7,610.92	7,801.19	7,996.22	8,196.13	8,401.03	8,611.06	8,826.34	9,047.00	9,273.18	9,505.01
P218	7,687.03	7,879.21	8,076.19	8,278.09	8,485.04	8,697.17	8,914.60	9,137.47	9,365.91	9,600.06



CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** AUGUST 14, 2023

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** PHILIP LANZAFAME, INTERIM PUBLIC WORKS DIRECTOR  
TATIANA HOLDEN, DEPUTY PUBLIC WORKS DIRECTOR  
TRA'A BEZDECNY, ASSISTANT ENGINEER

**SUBJECT:** DISCUSSION OF OPTIONS AVAILABLE TO THE CITY FOR ON-DEMAND MICROTRANSIT PROGRAM SOLUTIONS

**MEETING DATE:** AUGUST 23, 2023

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**SUMMARY RECOMMENDATION:**

Staff recommends Councilmembers discuss options available to the City in regards to creating a permanent microtransit program and provide direction to Staff on preferred parameters.

**BACKGROUND:**

In January, Council approved an amendment to the Ideal General Services Inc. Contract to create a pilot demand response transit program. The pilot program presented was to provide all residents of the City with On-Demand public transit (microtransit; see Attachment A for a full list of important terms) utilizing our existing Dial-a-Ride contract, vehicles, and drivers. Two drivers are stationed on opposite sides of the City, and riders call in with where they are and where they want to go. Dispatch provides an estimated timeframe to the rider and dispatches the driver to the location. This pilot program operates on the weekend, 9a.m. to 5p.m., allowing

riders door-to-door anywhere in Calabasas and to 10 specified out-of-City destinations (Attachment B).

Council requested Staff return and present innovative solutions in order to move forward with a permanent program. To understand the many aspects and offerings of a microtransit program, in February Staff began meeting with different companies who provide microtransit solutions. Microtransit is a specific term for demand response service, and moving forward the service will be called a microtransit program. Microtransit consists of a multi-passenger transportation service that serves passengers using dynamically generated routes. The companies that Staff met with include Slidr, Spare, RideCo, RouteGenie, The Routing Company, TransLoc, TripSpark, and Via. Staff also studied the programs of other cities and agencies including meeting with Agoura Hills to discuss their new program and attending a Local Transit Systems Subcommittee (LTSS) where LA County Metro presented their program.

The pilot program began on February 18<sup>th</sup> and has been successful so far. This report discusses the pilot and potential options available to the City to make it a permanent transit program. This report discusses the pilot and aims to provide Council with an understanding of potential options to make it a permanent program creating an innovative and customized package of different solutions which will serve our community's specific needs.

## **DISCUSSION/ANALYSIS:**

### **Where are we now?**

The City of Calabasas provides multiple transportation services. These programs include:

- Line 1 which operates Monday-Friday, 6:30 a.m. to 6:00 p.m. on a fixed route and schedule throughout City Limits (Attachment C);
- Peak Hour Shuttle Routes (Lines 2-5) which also operate on fixed routes during limited hours during the morning and afternoon;
- Seasonal Trolley which operates Saturdays during summer months;
- Seasonal Beach Bus during summer months;
- Dial-a-Ride; and
- The pilot microtransit program.

Between February and July, the pilot program had a total of 360 unique passenger trips (UPT), which is a monthly average of 72 riders. 74% of these riders are not registered with Dial-A-Ride; absent the microtransit pilot, these passengers would not otherwise have access to a weekend transit service in the City. The existing cost per passenger for this program is \$105.60, with a 3% offset generated by fares of \$2.50 for inside City Limits and \$4.00 for outside City Limits. 82% of destinations

are within the city limits, with the rest of the trips going to Topanga Mall, Kaiser Medical, and religious centers outside of the City. Attachment D is a frequency map showing pick-up and drop-off destinations, highlighting areas of higher use. Staff has not collected specific rider profile information, but based on data provided by the service provider, a majority of riders were middle-aged, with some riders in their 20s and a few seniors.

To put these numbers into perspective with our weekday ridership, Line 1 averaged 480 riders in 2022-2023 and had a cost per passenger of \$44.71, with no fare offset (due to this service being free). Line 1 can help us forecast the weekday use of a microtransit program operating 7 days a week and show what areas and times we can expect higher ridership.

According to our service provider, "Within one month, utilizing minimal advertising, we had a full schedule of riders, and many have expressed satisfaction with the service. Our numbers are an indication as to the success of this program." (Attachment E)

### **What are others doing?**

Many cities have already begun implementing microtransit programs, and each one is unique to satisfy the needs of their community. The following are a few local programs that highlight different approaches that can be taken.

#### **Agoura Hills AH GO**

- Operates between any two points within Agoura city limits and Malibu Lake area; some other out-of-city locations
- \$1.50/\$3.00 fare structure
- Powered by Spare, offering ability to push demand to Lyft drivers
- Mobile app allowing riders to book and see vehicle come
- Hours of operation are Thursday, Friday and Saturday evenings from 5 to 11 p.m., Sunday from 10 a.m. to 5 p.m.

#### **LACMTA Metro Micro**

- Operates in 8 different zones throughout LA County
- Stop-to-stop service within zone limits
- \$1 fare structure during pilot
- Some vans are wheelchair accessible vehicles (WAV) and/or have bike racks
- Mobile app allowing for immediate, future, and recurring bookings, and to see vehicle come
- Hours of operation vary by zone, but are all Monday-Sunday for a majority of the day

#### Antelope Valley Transit Authority (AVTA)

- Provides access between rural areas and transit connection centers
- \$0.75/\$1.50 fare structure
- Large 15-passenger vans
- Mobile app allowing to select a pickup window and see vehicle come
- Hours of operation are Monday - Friday, 5 a.m. to 9 p.m., Saturday 6 a.m. to 9 p.m., and Sunday 7 a.m. to 9 p.m.

#### Long Beach Circuit

- Operates in downtown Long Beach for peak-hour service Thursday-Sunday
- Free service
- Electric Low-Speed Vehicles (LSVs) and ADA-accessible electric shuttles on request
- Mobile app allowing riders to book and see vehicle come
- Hours of operation are Thursday-Friday from 4:00 p.m. to 10:00 p.m., Saturday from 12:00 p.m. to 10:00 p.m., and Sunday from 12:00 p.m. to 6:00 p.m.
- Circuit operates similar programs in other cities such as Santa Monica, Venice and Marina del Rey, and Palm Beach

#### Go! Santa Clarita

1. Citywide service
2. \$1.00/\$2.00 fare structure
3. Small shuttles
  - Mobile app allowing riders to book and see vehicle come, but trips cannot be booked in advance
4. Hours of operation are Monday-Friday from 6 a.m. to 8 p.m., Saturday from 8a.m. to 10 p.m., and Sunday from 8 a.m. to 9 p.m.

#### **Considerations for Permanent Program**

To effectively make this a permanent program, it is essential that the needs of Calabasas residents are understood and that our service provides for these needs. This topic requires discussion and collaboration. From meetings with various service providers and seeing what other cities are doing, there are many options available to us in terms of how our program can operate, and room for customization. In order to create this program, Staff needs to understand what the community wants out of this program. Key questions that need to be answered are:

1. Is this type of service important to our residents to allow flexibility, access and efficiency when compared to other transportation programs?
2. Do we want this service to be turnkey or software? A turnkey service would provide us with software, vehicles, and drivers, while we would need to provide drivers and vehicles if we utilized a software-only service.

3. Does the community want a mobile application? In addition to a mobile application we would need to ensure the apps are ADA compliant and there are other booking options. Most app software will allow Staff to allow for pre-booking and display other information that might be helpful for riders.
4. What kind of vehicles do we want to use for this program?
  - a. Bicycle rack to accommodate "first/last mile" trips?
  - b. Zero Emission Vehicle (ZEV)? The City can get a head-start on our ZEV goals by using only electric vehicles which can be supplied by a turnkey provider or will need to be provided by us or another service provider.
  - c. Size of vans/number of passengers? Tolerance for number of stops on a journey or number of people sharing a ride may be important to securing ridership and support for the program. Sizes of vans range between 7, 12, and 15 passenger options.
  - d. Special design to heighten interest and usage?
5. Should the program continue to be door-to-door?
6. How should the program be expanded?
  - a. Should the program be 7 days a week to replace Line 1 or remain weekend-only to supplement Line 1?
  - b. What hours should it be available?
  - c. How many vehicles should be utilized?
7. Based on lower out-of-city use, what should the service area be?
  - a. Inside City Limits only
  - b. Continue with existing service area
  - c. Inside City Limits with only 1 or 2 outside destinations for regional connections
8. Do we want to utilize comingling technology, that is the ability to plan a trip using multiple transit options from multiple transit providers? This would assist riders in utilizing our other transit services and nearby transit like Metro or LADOT.
9. Do we want to implement a Low Speed Vehicle (LSV) microtransit pilot program servicing the just Calabasas Road Business Center (Parkway Calabasas to the Park-and-Ride) as a means to reduce multiple car trips in a defined area?
10. Introducing a full microtransit program will require additional funding. What sources of funding should be utilized to implement the program timeline? Alternative funding sources include income from fares, grants, general funds or other sources.
11. What other things should be included as part of the program?

### **Where do we go from here?**

The next steps are to confirm community "wants" from a microtransit program. Once this has been identified, an RFP will be developed and released soliciting a

service and or software provider. Due to the expected base-cost of the program, Calabasas' policy is to issue an RFP to select the service provider. In the meantime, Staff will continue to look for grant and other funding options.

Staff has met with the Traffic and Transportation Commission (TTC) in a public meeting to gain their perspective on what residents may want out of this program. Staff is presenting the concept to the Council in a public setting to receive their input and allow another opportunity for public input. Staff is seeking direction on further input from the community:

- Staff can take the data and input collected from the pilot program operation and these public presentations and develop an RFP; or
- Staff can outline a program based on all the input to this point and fine-tune program parameters with the community using different methods such as social media, surveys and meetings with community organizations.

### **TTC Recommendations**

At the TTC July 25<sup>th</sup> meeting, Staff presented this item and requested feedback from Commissioners. Commissioners stated that a mobile application is a necessity for the community and they would like to see commingling as well. Overall, they were in support of the existing pilot and options available for expansion.

### **FISCAL IMPACT/SOURCE OF FUNDING:**

The Calabasas Transit Program currently uses Proposition A & C Local Return to fund all transit activities. As noted, introducing a full microtransit program would require extra funding sources.

Once the scope of a program is established, staff can better determine the cost of the program. This may also come from the submittal of proposals that could be tailored to meet the identified funding resources.

### **REQUESTED ACTION:**

Staff recommends Councilmembers discuss options available to the City in regards to creating a permanent microtransit program and provide direction to Staff on preferred parameters.

### **ATTACHMENTS:**

Attachment A: Important Terms  
Attachment B: Microtransit Destinations  
Attachment C: Transit Routes  
Attachment D: Destination Frequency Map  
Attachment E: Letter from Service Provider on Demand Response Program

Item 8 Attachment A:  
Important Terms and Acronyms

- Microtransit:** Multi-passenger transportation service that serves passengers using dynamically generated routes. It is a form of on-demand service.
- Comingle:** Operation of transit services in conjunction with each other. For the City it would include incorporating Shuttle, Dial-a-Ride, MicroTransit, and Metro options.
- ADA:** The Americans with Disabilities Act is a civil rights law that prohibits discrimination based on disability.
- Title VI:** Title VI prohibits discrimination in any program or activity that receives Federal funds or other Federal financial assistance. Calabasas Transit is currently in compliance of Title VI and must remain in compliance when implementing new programs.
- WAV:** Wheelchair Accessible Vehicles are necessary to remain in compliance with ADA and Title VI.
- EV:** Electric Vehicle, powered by a battery which gets recharged by plugging into the electrical grid.
- ZEV:** Zero-Emission Vehicle
- Software:** Software may include programmed scheduling and dispatching, fare collection, a smartphone app, and more.
- Turnkey:** A combination of software and physical vehicles being provided.
- LSV:** Low-Speed Vehicles, per California Vehicle Code, are only operable on streets with a speed limit of 35 mph and lower.

**Jump to subpage...**

## Demand Response Weekend Service

### **NEW SERVICE**

Demand Response is a transit program that allows riders to order a ride instead of waiting for a scheduled bus. This allows riders to have greater flexibility when traveling around the City on weekends.

**This is a pilot program. Please be patient, there may be delays.**

### **Hours of Operation:**

Saturday and Sunday: 9:00AM - 5:00PM

Call (818) 632-6211 for service

Please call 30 minutes prior to expected departure

Riders may ride with other passengers when travelling in similar directions.

### **Fare:**

- \$2.50 inside City Limits
- \$4.00 outside City Limits

### **Outside City Limit Destinations:**

- Canoga Orange (G) Line Station
- Kaiser Permanente, Woodland Hills
- West Hills Medical Center
- Tarzana Regional Medical Center
- Fallbrook Center, West Hills
- Topanga Plaza, Canoga Park
- The Village, Woodland Hills
- St. Mel Catholic Church/Adult Club, Woodland Hills
- West Valley Jewish Community Center, West Hills
- Woodland Hills Community Church, Primetimers Club

# LINE 1 SHUTTLE



CITY of CALABASAS

City of Calabasas  
**Transportation  
DIVISION**

LOS ANGELES COUNTY

AGOURA HILLS



JULY 2021

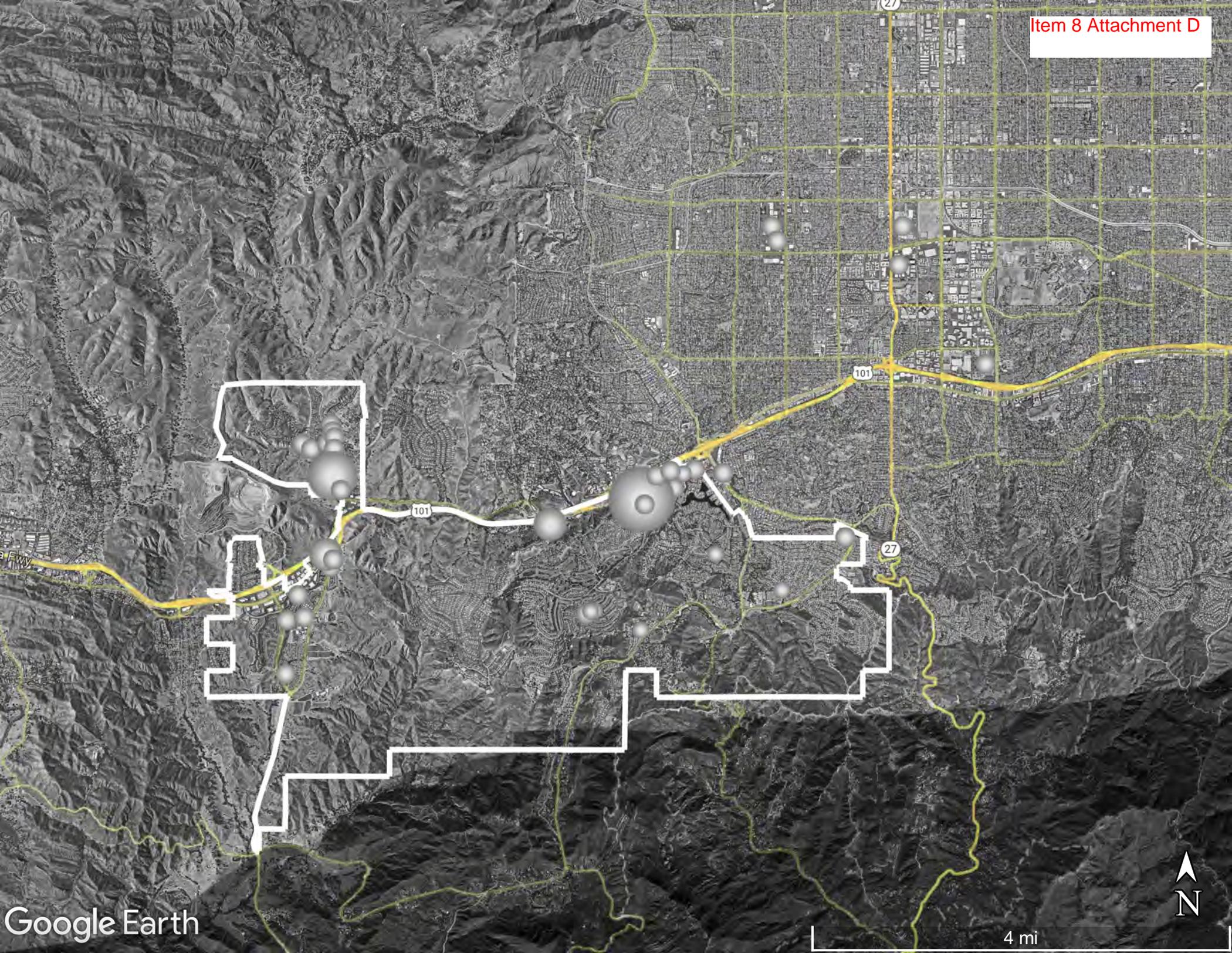
**Monday - Friday  
FREE - NO CHARGE**

**Hours of operation:**  
Monday - Friday 6:30am - 6:00pm  
No service on holidays.  
Subject to change without notice.

**City of Calabasas**  
100 Civic Center Way  
Calabasas, CA 91302  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

STOP	LOCATION	TIMES	TIMES	TIMES	TIMES	TIMES	TIMES
1	Las Virgenes Road at Parkmor Road	6:30 AM	8:22 AM	10:12 AM	12:14 PM	2:06 PM	3:58 PM
2	Thousand Oaks Boulevard at Gates Canyon Park	6:34 AM	8:26 AM	10:16 AM	12:18 PM	2:10 PM	4:02 PM
3	Thousand Oaks Boulevard at Parkmor Road	6:35 AM	8:27 AM	10:17 AM	12:19 PM	2:11 PM	4:03 PM
4	Thousand Oaks Boulevard at Ruthwood Drive	6:36 AM	8:28 AM	10:18 AM	12:20 PM	2:12 PM	4:04 PM
5	Las Virgenes Road at Thousand Oaks Boulevard	6:38 AM	8:30 AM	10:20 AM	12:22 PM	2:14 PM	4:06 PM
6	Las Virgenes Road at Shell Station	6:41 AM	8:33 AM	10:23 AM	12:25 PM	2:17 PM	4:09 PM
7	Las Virgenes Road at A.E. Wright Middle School	6:44 AM	8:35 AM	10:36 AM	12:28 PM	2:20 PM	4:22 PM
8	Meadow Creek Lane at Oleander Court	6:45 AM	8:36 AM	10:37 AM	12:29 PM	2:21 PM	4:23 PM
9	Lost Hills Road at Cold Springs Street	6:46 AM	8:37 AM	10:38 AM	12:30 PM	2:22 PM	4:24 PM
10	Malibu Hills Road at Agoura Hills/Calabasas Community Center	6:49 AM	8:40 AM	10:41 AM	12:33 PM	2:25 PM	4:27 PM
11	Lost Hills Road at Juan Bautista de Anza Park	6:52 AM	8:43 AM	10:44 AM	12:36 PM	2:28 PM	4:30 PM
12	Agoura Road at Las Virgenes Road (Metro)	6:57 AM	8:48 AM	10:49 AM	12:41 PM	2:33 PM	4:35 PM
13	Agoura Road at Lost Hills Road (Metro - Summit)	6:59 AM	8:50 AM	10:51 AM	12:43 PM	2:35 PM	4:37 PM
14	Parkville Rd. at Grape Arbor Park	7:01 AM	8:52 AM	10:53 AM	12:45 PM	2:37 PM	4:39 PM
15	Las Virgenes Road at Southbound US 101	7:05 AM	8:56 AM	10:57 AM	12:49 PM	2:41 PM	4:43 PM
16	Las Virgenes Road at Mureau Road	7:07 AM	8:58 AM	10:59 AM	12:51 PM	2:43 PM	4:45 PM
17	Calabasas Road between BMW/Acura Dealerships	7:17 AM	9:05 AM	11:06 AM	12:58 PM	2:50 PM	4:52 PM
18	Park Sorrento at Civic Center Way (City Hall)	7:16 AM	9:07 AM	11:08 AM	1:00 PM	2:52 PM	4:54 PM
19	Parkway Calabasas at Park Granada	7:17 AM	9:08 AM	11:09 AM	1:01 PM	2:53 PM	4:55 PM
20	Parkway Calabasas at Park Entrada	7:19 AM	9:10 AM	11:11 AM	1:03 PM	2:55 PM	4:57 PM
21	Parkway Calabasas at the Oaks Gate	7:23 AM	9:14 AM	11:15 AM	1:07 PM	2:59 PM	5:01 PM
22	Parkway Calabasas at Paseo Primario (South)	7:24 AM	9:15 AM	11:16 AM	1:08 PM	3:00 PM	5:02 PM
23	Parkway Calabasas at Camino Portal	7:25 AM	9:16 AM	11:17 AM	1:09 PM	3:01 PM	5:03 PM
24	Parkway Calabasas at Paseo Primario (North)	7:26 AM	9:17 AM	11:18 AM	1:10 PM	3:02 PM	5:04 PM

STOP	LOCATION	TIMES	TIMES	TIMES	TIMES	TIMES	TIMES
25	Park Granada at Parkway Calabasas	7:29 AM	9:20 AM	11:21 AM	1:13 PM	3:05 PM	5:07 PM
26	Park Sienna at Park Capri	7:30 AM	9:21 AM	11:22 AM	1:14 PM	3:06 PM	5:08 PM
27	Park Sienna at Park Antigua	7:31 AM	9:22 AM	11:23 AM	1:15 PM	3:07 PM	5:09 PM
28	Park Sienna at Park Antonio	7:32 AM	9:23 AM	11:24 AM	1:16 PM	3:08 PM	5:10 PM
29	Park Helena at Park Hacienda	7:33 AM	9:24 AM	11:25 AM	1:17 PM	3:09 PM	5:11 PM
30	Park Alisal at Park Corona	7:34 AM	9:25 AM	11:26 AM	1:18 PM	3:10 PM	5:12 PM
31	Park Sienna at Park Alisal	7:35 AM	9:26 AM	11:27 AM	1:19 PM	3:11 PM	5:13 PM
32	Park Sienna at Park Cordero	7:36 AM	9:27 AM	11:28 AM	1:20 PM	3:12 PM	5:14 PM
33	Park Sorrento at Park Ora	7:37 AM	9:28 AM	11:29 AM	1:21 PM	3:13 PM	5:15 PM
34	Park Sorrento at Park Mirasol	7:39 AM	9:30 AM	11:31 AM	1:23 PM	3:15 PM	5:17 PM
35	Park Sorrento at Park Granada	7:40 AM	9:31 AM	11:32 AM	1:24 PM	3:16 PM	5:18 PM
36	Calabasas Road at El Canon Avenue	7:41 AM	9:32 AM	11:33 AM	1:25 PM	3:17 PM	5:19 PM
37	Mulholland Drive at Valmar Road	7:43 AM	9:34 AM	11:35 AM	1:27 PM	3:19 PM	5:21 PM
38	Mulholland Highway at Paul Revere Drive	7:48 AM	9:38 AM	11:40 AM	1:32 PM	3:24 PM	5:26 PM
39	Mulholland Highway at Declaration Avenue	7:50 AM	9:40 AM	11:42 AM	1:34 PM	3:26 PM	5:28 PM
40	Mulholland Highway at Calabasas High School	7:51 AM	9:41 AM	11:43 AM	1:35 PM	3:27 PM	5:29 PM
41	Mulholland Highway at Mobile Home Estates	7:56 AM	9:46 AM	11:48 AM	1:40 PM	3:32 PM	5:34 PM
42	Mulholland Highway at Mountain Park Drive	7:58 AM	9:48 AM	11:50 AM	1:42 PM	3:34 PM	5:36 PM
43	Mulholland Highway at Viewpoint School	8:01 AM	9:51 AM	11:53 AM	1:45 PM	3:37 PM	5:39 PM
44	Old Topanga Canyon Road at Calabasas High School	8:04 AM	9:54 AM	11:56 AM	1:48 PM	3:39 PM	5:41 PM
45	Old Topanga Canyon Road at Wrencrest Drive	8:05 AM	9:55 AM	11:57 AM	1:49 PM	3:41 PM	5:43 PM
46	Park Sorrento at Park Granada	8:08 AM	9:58 AM	12:00 PM	1:52 PM	3:44 PM	5:46 PM
47	Calabasas Road at Commons Way	8:10 AM	10:00 AM	12:02 PM	1:54 PM	3:46 PM	5:48 PM
48	Park Sorrento at Civic Center Way (City Hall)	8:11 AM	10:01 AM	12:03 PM	1:55 PM	3:47 PM	5:49 PM



# ***IDEAL GENERAL SERVICES, INC.***

Mailing Address:

P.O. Box 9021 • Calabasas, California 91372-9021

Office: (818) 591-9400 • [www.IdealGeneralServicesInc.com](http://www.IdealGeneralServicesInc.com)

To City of Calabasas

At the request of the City of Calabasas, Ideal Transportation began providing residents with "On Demand" services beginning Feb. 18, 2023.

The idea behind this program is to provide all residents of the City with On-Demand public transit using the Dial-a-ride vehicles. Based on the availability of drivers, a dispatcher provides riders with an approximate time line for pick-up. There are two stations for service vehicles. Vehicle #1 is located on the west side of the City and will assist residents from the Lost Hills area to the east side of town at the Commons. Vehicle #2 will service the east side which includes Mulholland and Parkway Calabasas area to transport residents to the west side of the City.

Comments that we have received from riders and drivers are as follows:

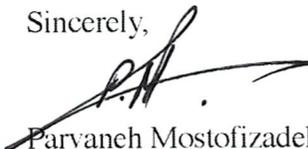
1. The program needs to be advertised that it is NOT an Uber service. It is for City residents only and service is within the boundaries of the City and the 9 locations outside the city, No other destinations permitted with no exceptions.
2. Multiple passengers should be permitted to ride together to a destination.
3. Some residents have requested assistance entering and exiting the vehicle. This service cannot be provided, and these residents shall be referred to the Access program for their transportation needs.

Within one month, utilizing minimal advertising, we had a full schedule of riders, and many have expressed strong satisfaction with the service. Our numbers are an indication as to the success of this program.

As always, Ideal is providing our best service. We always clean and disinfect the vehicle after each trip and ensure complete satisfaction from our riders.

Ridership reports have been provided to City staff. Please Provide 9 locations outside the City and Number of Access to your advertising, and please feel free to contact me with any additional questions.

Sincerely,



Parvaneh Mostofizadeh, CEO



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
Reporting Period: 7/29/2023 to 8/11/2023

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Administrative Services</b>					
117049	8/10/2023	PECKHAM & MCKENNEY, INC.	RECRUITMENT SERVICES	9,000.00	Administrative Services
117033	8/10/2023	APPLE ONE	TEMP STAFFING-RECEPTIONIST	1,178.00	Administrative Services
<b>Total Amount for 2 Line Item(s) from Administrative Services</b>				<b>\$10,178.00</b>	
<b>City Attorney</b>					
117016	8/9/2023	LIEBERT CASSIDY WHITMORE	HR LEGAL SERVICES	12,864.00	City Attorney
<b>Total Amount for 1 Line Item(s) from City Attorney</b>				<b>\$12,864.00</b>	
<b>City Council</b>					
117054	8/10/2023	WEINTRAUB/ALICIA//	REIMBURSEMENT CELL PHONE 07/23	60.00	City Council
<b>Total Amount for 1 Line Item(s) from City Council</b>				<b>\$60.00</b>	
<b>City Management</b>					
117040	8/10/2023	CRISCOM PUBLIC RELATIONS INC	CONSULTING SERVICES	5,000.00	City Management
<b>Total Amount for 1 Line Item(s) from City Management</b>				<b>\$5,000.00</b>	
<b>Civic Center O&amp;M</b>					
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	13,837.25	Civic Center O&M
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	11,187.56	Civic Center O&M
117045	8/10/2023	MESA ENERGY SYSTEMS INC	EMERGENCY A/C WORK TRAFFIC RM	625.00	Civic Center O&M
<b>Total Amount for 3 Line Item(s) from Civic Center O&amp;M</b>				<b>\$25,649.81</b>	
<b>Community Development</b>					
117017	8/9/2023	M6 CONSULTING, INC.	PLAN CHECK	28,862.94	Community Development
117017	8/9/2023	M6 CONSULTING, INC.	PERMIT TECH 06/23	26,363.03	Community Development
117007	8/9/2023	DUDEK	CARUSO EIR	10,236.25	Community Development
117005	8/9/2023	DAPEER, ROSENBLIT & LITVAK	PROSECUTOR	3,913.68	Community Development
117008	8/9/2023	ENVICOM CORPORATION	MEDICAL BLDG RECOVERABLE	1,790.00	Community Development
117007	8/9/2023	DUDEK	CARUSO	1,395.00	Community Development



# Check Register Report

Bank: BANK OF AMERICA - CITY OPERATING  
Reporting Period: 7/29/2023 to 8/11/2023

Date: 8/10/2023  
Time: 9:48:19AM  
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 6 Line Item(s) from Community Development</b>				<b>\$72,560.90</b>	
<b>Community Services</b>					
117025	8/9/2023	TKE ENGINEERING, INC	ROOF REPAIR PROJECT	5,765.00	Community Services
117020	8/9/2023	ROUND STAR WEST, LLC	INSTRUCTOR-SOCCER	5,252.45	Community Services
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	4,416.14	Community Services
117041	8/10/2023	DSR AUDIO LLC	CONCERT SOUND SERVICES	3,745.47	Community Services
117035	8/10/2023	BLAIR/BILLY M//	CONCERT-TWISTED GYPSY 8/6	3,500.00	Community Services
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	3,360.56	Community Services
116999	8/9/2023	BARRY KAY ENTERPRISES, INC.	YOUTH BASKETBALL LEAGUE SHIRTS	2,865.40	Community Services
117051	8/10/2023	SWAN-MCDONALD/DEBORAH//	INSTRUCTOR-FASC WATERCOLOR	2,837.89	Community Services
116996	8/9/2023	ACTION TAE KWON DO &	INSTRUCTOR-TAE KWON DO	2,231.60	Community Services
117033	8/10/2023	APPLE ONE	TEMP STAFFING-ADMN ASST	1,631.47	Community Services
117025	8/9/2023	TKE ENGINEERING, INC	ROOF PROJECT MANAGEMENT	1,585.00	Community Services
117033	8/10/2023	APPLE ONE	TEMP STAFFING-EXEC ASST	1,453.60	Community Services
117015	8/9/2023	LEMMO/RICHARD//	INSTRUCTOR-ULTIMATE SPORTS	1,213.80	Community Services
117018	8/9/2023	PARAMESH/KALANIDHI//	INSTRUCTOR-CARDS/MAH JONNG	793.80	Community Services
117048	8/10/2023	PACIFIC PLATINUM SERVICES, INC	SENIOR PROGRAMS	770.00	Community Services
117021	8/9/2023	SO CA MUNI ATHLETIC FEDERATION	B-BALL INSURANCE/SUMMER 2023	720.00	Community Services
116997	8/9/2023	AGOURA LOCK TECHNOLOGIES, INC.	REPAIR DOOR/LOCK	689.47	Community Services
117034	8/10/2023	BELSLEY/JAMES//	INSTRUCTOR- TAI CHI	623.35	Community Services
117027	8/9/2023	VERGUN/SHANNON JANNETTE//	INSTRUCTOR-ZUMBA GOLD	610.46	Community Services
117026	8/9/2023	UNITED SITE SERVICES OF CA INC	RESTROOMS FOR CONCERT	602.26	Community Services
117024	8/9/2023	THE PURE IMAGINATIN PTY CO LLC	BLIPPI -POP UP EVENT BALANCE	485.00	Community Services
117047	8/10/2023	NGUYEN/LOAN//	INSTRUCTOR-BRUSH SCRIPT CARDS	381.50	Community Services
117052	8/10/2023	TELLER/BARBARA//	INSTRUCTOR-MEDITATION/MINDFULN	333.20	Community Services
117023	8/9/2023	TEMPLE/BRET//	B-BALL OFFICIAL/SCORE KEEPER	322.00	Community Services
117009	8/9/2023	ESGRO/DONNA BURKE//	INSTRUCTOR-BUTTEFLY BOOK CLUB	299.46	Community Services
116999	8/9/2023	BARRY KAY ENTERPRISES, INC.	YOUTH BASKETBALL LEAGUE SHIRTS	281.96	Community Services
117032	8/10/2023	ANIMAL & INSECT PEST MGMT INC	PEST CONTROL	268.92	Community Services
117050	8/10/2023	PYRO-COMM SYSTEMS INC	FIRE ALARM MONITORING	150.00	Community Services
117010	8/9/2023	FERRARA/MALEA//	MILEAGE REIMBURSEMENT	64.98	Community Services
117021	8/9/2023	SO CA MUNI ATHLETIC FEDERATION	OFFICIALS INSURANCE	38.00	Community Services
<b>Total Amount for 30 Line Item(s) from Community Services</b>				<b>\$47,292.74</b>	

**Finance**



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117019	8/9/2023	ROGERS, ANDERSON, MALODY,	22/23 AUDIT	10,000.00	Finance
117043	8/10/2023	HDL, COREN & CONE INC.	PROPERTY TAX SERVICE	7,502.73	Finance
117031	8/10/2023	ADP, INC	PAYROLL PROCESSING 07/23	5,511.97	Finance
117036	8/10/2023	BRINK'S INCORPORATED	BANK SERVICE 08/23	277.67	Finance
117036	8/10/2023	BRINK'S INCORPORATED	BANK SERVICE 07/23	128.27	Finance
<b>Total Amount for 5 Line Item(s) from Finance</b>				<b>\$23,420.64</b>	
<b>Library</b>					
117000	8/9/2023	CANON FINANCIAL SERVICES INC	PRINTER LEASE	486.33	Library
117039	8/10/2023	CANON FINANCIAL SERVICES INC	PRINTER LEASE 07/23	486.33	Library
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	157.84	Library
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	24.73	Library
<b>Total Amount for 4 Line Item(s) from Library</b>				<b>\$1,155.23</b>	
<b>LMD #22</b>					
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	820.65	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	357.22	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	203.12	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	188.79	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	182.87	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	44.16	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	40.71	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	38.48	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	19.59	LMD #22
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	15.82	LMD #22
<b>Total Amount for 10 Line Item(s) from LMD #22</b>				<b>\$1,911.41</b>	
<b>LMD #24</b>					
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	203.00	LMD #24
116998	8/9/2023	AZTECA LANDSCAPE	IRRIGATION REPAIR	175.00	LMD #24
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	40.08	LMD #24
<b>Total Amount for 3 Line Item(s) from LMD #24</b>				<b>\$418.08</b>	



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<b><u>LMD #27</u></b>					
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	7.97	LMD #27
<b>Total Amount for 1 Line Item(s) from LMD #27</b>				<b>\$7.97</b>	
<b><u>LMD #32</u></b>					
116998	8/9/2023	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,500.00	LMD #32
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	11.30	LMD #32
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	3.97	LMD #32
<b>Total Amount for 3 Line Item(s) from LMD #32</b>				<b>\$2,515.27</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	2,278.94	LMD 22 - Common Benefit Area
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	698.85	LMD 22 - Common Benefit Area
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	627.08	LMD 22 - Common Benefit Area
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	551.48	LMD 22 - Common Benefit Area
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	22.82	LMD 22 - Common Benefit Area
<b>Total Amount for 5 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$4,179.17</b>	
<b><u>Media Operations</u></b>					
117028	8/9/2023	VERIZON WIRELESS	CELL PHONES/IIPAD 05/23-06/23	2,646.03	Media Operations
117037	8/10/2023	BURRIS/ROBERT//	CONTRACTUAL SERVICES	975.00	Media Operations
<b>Total Amount for 2 Line Item(s) from Media Operations</b>				<b>\$3,621.03</b>	
<b><u>Non-Departmental - Finance</u></b>					
117038	8/10/2023	CALIFORNIA JPIA	POLLUTION INSURANCE	4,790.00	Non-Departmental - Finance
117000	8/9/2023	CANON FINANCIAL SERVICES INC	PRINTER LEASE	1,678.04	Non-Departmental - Finance
117039	8/10/2023	CANON FINANCIAL SERVICES INC	PRINTER LEASE 07/23	1,678.04	Non-Departmental - Finance
117004	8/9/2023	CORODATA RECORDS MANAGEMENT,	RECORDS MANAGEMENT	635.82	Non-Departmental - Finance
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	518.49	Non-Departmental - Finance
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	316.17	Non-Departmental - Finance
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	116.85	Non-Departmental - Finance
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	63.41	Non-Departmental - Finance
117001	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	36.57	Non-Departmental - Finance



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<b>Total Amount for 9 Line Item(s) from Non-Departmental - Finance</b>				<b>\$9,833.39</b>	
<b><u>Police / Fire / Safety</u></b>					
117013	8/9/2023	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS-06/23	420,694.14	Police / Fire / Safety
117013	8/9/2023	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS-06/23	10,943.11	Police / Fire / Safety
117013	8/9/2023	L.A. CO. SHERIFF'S DEPT.	VIEWPOINT-SPECIAL EVENTS 06/23	4,003.32	Police / Fire / Safety
<b>Total Amount for 3 Line Item(s) from Police / Fire / Safety</b>				<b>\$435,640.57</b>	
<b><u>Public Works</u></b>					
117053	8/10/2023	TKM ENGINEERING	CONTRACTUAL SERVICE	5,850.00	Public Works
117002	8/9/2023	CITY OF LOS ANGELES- TREASURER	SMB MONITORING-MEASURE W	4,265.42	Public Works
117030	8/9/2023	WILLDAN ASSOCIATES INC.	MEASURE W REPORTING	2,231.25	Public Works
116998	8/9/2023	AZTECA LANDSCAPE	IRRIGATION REPAIR	756.06	Public Works
116998	8/9/2023	AZTECA LANDSCAPE	V DITCH CLEAN	350.00	Public Works
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	196.33	Public Works
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	195.53	Public Works
117028	8/9/2023	VERIZON WIRELESS	CELL PHONES/IIPAD 05/23-06/23	40.01	Public Works
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	39.82	Public Works
<b>Total Amount for 9 Line Item(s) from Public Works</b>				<b>\$13,924.42</b>	
<b><u>Recoverable / Refund / Liability</u></b>					
117011	8/9/2023	GMZ ENGINEERING, INC.	PROGRESS REPORT/RETENTION	-26,497.60	Recoverable / Refund / Liability
<b>Total Amount for 1 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$-26,497.60</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-6/23-07/23	6,806.24	Tennis & Swim Center
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	4,129.42	Tennis & Swim Center
117046	8/10/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE SERVICE	2,005.33	Tennis & Swim Center
117029	8/9/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	988.79	Tennis & Swim Center
117029	8/9/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	481.21	Tennis & Swim Center
117029	8/9/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	329.60	Tennis & Swim Center
117014	8/9/2023	LAS VIRGENES MUNICIPAL WATER	WATER-0000340141	327.53	Tennis & Swim Center
117042	8/10/2023	F.L.C. INC	BACKFLOW TESTING	260.00	Tennis & Swim Center



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117012	8/9/2023	J. BEE NP PUBLISHING LTD	ADS-MOVIE NITE	200.00	Tennis & Swim Center
117029	8/9/2023	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	34.80	Tennis & Swim Center
117014	8/9/2023	LAS VIRGENES MUNICIPAL WATER	FIRE ALARM-0002150099	3.75	Tennis & Swim Center
117014	8/9/2023	LAS VIRGENES MUNICIPAL WATER	WATER-0000340130	2.50	Tennis & Swim Center
117029	8/9/2023	WATERLINE TECHNOLOGIES INC	CREDIT MEMO	-56.63	Tennis & Swim Center
117029	8/9/2023	WATERLINE TECHNOLOGIES INC	CREDIT MEMO	-818.21	Tennis & Swim Center
<b>Total Amount for 14 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$14,694.33</b>	
<b>Transportation</b>					
117011	8/9/2023	GMZ ENGINEERING, INC.	PROGRESS REPORT/RETENTION	529,951.98	Transportation
117044	8/10/2023	IDEAL GENERAL SERVICES, INC.	DIAL A RIDE 07/23	15,312.00	Transportation
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-05/23-06/23	6,280.06	Transportation
117044	8/10/2023	IDEAL GENERAL SERVICES, INC.	DEMAND RESPONSE 07/23	5,835.00	Transportation
117003	8/9/2023	CONVERSE CONSULTANTS	OLD TOPANGA/MULHOLLAND HWY	1,537.50	Transportation
117006	8/9/2023	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL/UTILITIES	993.12	Transportation
117053	8/10/2023	TKM ENGINEERING	OLD TOPANGA/MULHOLLAND	195.00	Transportation
117022	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	50.57	Transportation
<b>Total Amount for 8 Line Item(s) from Transportation</b>				<b>\$560,155.23</b>	
<b>GRAND TOTAL for 121 Line Items</b>				<b>\$1,218,584.59</b>	



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<b>Tennis &amp; Swim Center</b>					
14649	8/9/2023	SOUTHERN CALIFORNIA EDISON	ELECTRIC-06/23-07/23	6,806.24	Tennis & Swim Center
14651	8/10/2023	NEWBURY PARK TREE SERVICE INC	LANDSCAPE SERVICES	2,005.32	Tennis & Swim Center
14647	8/9/2023	CANON SOLUTIONS AMERICA, INC	PRINTER USAGE	601.02	Tennis & Swim Center
14648	8/9/2023	LAS VIRGENES MUNICIPAL WATER	WATER-06/23-07/23	327.52	Tennis & Swim Center
14650	8/10/2023	CANON FINANCIAL SERVICES INC	PRINTER LEASE 07/23	215.31	Tennis & Swim Center
14646	8/9/2023	CANON FINANCIAL SERVICES INC	PRINTER LEASE	215.31	Tennis & Swim Center
14648	8/9/2023	LAS VIRGENES MUNICIPAL WATER	FIRE ALARM-0002150099	3.75	Tennis & Swim Center
<b>Total Amount for 7 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$10,174.47</b>	
<b>GRAND TOTAL for 7 Line Items</b>				<b>\$10,174.47</b>	

## Future Information/Agenda Items

No.	13-Sep-23	Agenda Section	Department
1	Childhood Cancer Awareness Month Proclamation	Presentation	CC
2	Adoption of Resolution No. 2023-1866, rescinding Resolution No. 2023-1832, and approving position titles and hourly wage range schedule for hourly employees	Consent	HR
3	Planning Commission recommendation on Fire Hardening and Resilience Code Standards	Continued Business	CD
4	City Council Protocols	New Business	CC
5	Recreational Activities Program Needs Assessment	New Business	CS

No.	27-Sep-23	Agenda Section	Department
1	Award of construction contract for Wild Walnut	New Business	CS
2	Earthquake insurance presentation	New Business	FIN
3	Landscape & Lighting District – Adopt Policies and Procedures	New Business	PW

No.	11-Oct-23	Agenda Section	Department
1	Wireless telecommunications lease agreement	Consent	CD
2	Update on film permit process	New Business	CD
3	Overview of a fee study	New Business	CD

No.	Pending	Requested by	Date Requested
1	Roundabout at the intersection of Las Virgenes Road and Thousand Oaks Blvd.	Council	
2	City Legislative Platform	Weintraub/Shapiro/Kraut	1/25/2023
3	Introduction of Ordinance No. 2023-403, adding Chapter 5.22 – Provision of Security by Commercial Retailers to the Calabasas Municipal Cod	Staff	
4	Adoption of Resolution No. ____ to establish transportation impact thresholds	Staff	
5	Authorization to award contract for elevator replacement at Civic Complex	Staff	
6	Council review/discussion of current Reso. No. 2003-946 regarding discretionary accounts	Bozajian/Kraut	6/26/2023
7	Council discussion of a potential tax	Bozajian/Weintraub	6/21/2023
8	Discussion regarding a lobbyist/grant writer	Council	5/31/2023
9	Calendar of special events (teen activities/ciclovía)	Council	5/31/2023
10	Environmental Commission recommendation regarding recognition program for sustainable properties and Green Business Program	Weintraub/Shapiro	8/9/2023
11	Public Safety evacuation routes and HOA gates review/analysis/coordination	Weintraub/Shapiro	2/8/2023
12	Council position on California Business Roundtable on November 2024 ballot	Bozajian/Kraut	2/14/2023
13	Airplane noise issues/Federal legislation update	Bozajian/Shapiro	1/11/2023
14	Tennis & Swim Center operations update	Maurer	
15	Business license discussion		
16	Catalytic converter ordinance discussion and direction	Weintraub	
17	Development Code update regarding green LEED standards	Kraut	10/26/2022
18	Issues impacting other communities regarding illegal exhaust on vehicles	Weintraub	
19	Solar panel and battery backup assessment at City facilities		
20	Formation of a water taskforce on equitable access to water	Kraut/Weintraub	5/10/2022
21	Discussion regarding gun violence prevention	Weintraub	5/25/2022
22	Green Procurement Policy recommendation from Planning/Environmental Commissions	Council	11/9/2022

## Future Information/Agenda Items

No.	Strategic Priorities' Status	
1	Identify potential real property acquisitions for the purposes of future parkland or open space designation.	In progress
2	Develop a Water Resilience Plan outlining strategies to increase the City's drought preparedness, local water self-reliance, and planting of native vegetation (including milkweed for Monarch Butterfly habitats).	Complete
3	Create an economic development plan to attract businesses, fill vacant properties, and promote advantages of conducting business in Calabasas.	In progress
4	Conduct a feasibility study regarding the stationing of cell towers on publicly owned sites to expand coverage areas.	In progress
5	Review Los Angeles Sheriff Departments services and consider opportunities to realign funding and services, with specific focus on open space break-ins, HOA/neighborhood watch coordination, and remediation of street racing.	In Progress
6	Develop a City Readiness & Education Initiative for Earthquake and Fire emergencies. Support home hardening programs, fire safe councils, and emergency equipment procurement.	In progress
7	Reopen the Agoura Hills Calabasas Community Center.	In progress
8	Conduct feasibility study of adding basketball courts, soccer fields, or skate parks to improve recreation programs and opportunities for teenagers.	In progress
9	Upgrade playground equipment, trails, and pathways at City parks.	In progress
10	Complete a full and permanent build out of Wild Walnut Park to include a dog and children's park.	In progress
11	Complete annexation of Craftsman's Corner. Develop a plan to annex other properties within the City's sphere of influence.	In progress
12	Provide options that allow for the relief of traffic congestion within the City.	In progress

2023 Meeting Dates	
11-Oct	6-Dec Tentative
25-Oct	13-Dec Council Reorg
8-Nov	27-Dec-Canceled
22-Nov-Canceled-Thanksgiving Eve	