



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – BUDGET WORKSHOP
WEDNESDAY, APRIL 27, 2016
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

The starting times listed for each agenda item should be considered as a guide only. 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.

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Brownie Troop 1036
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.

PRESENTATIONS – 7:30 P.M.

- Recognition of Los Angeles County Sheriff's Deputy Robert A. "Guido" DeSantis for his years of service
- [Sheriff's Crime Report](#)

ORAL COMMUNICATIONS – PUBLIC COMMENT – 8:00 P.M.

CONSENT ITEMS – 8:10 P.M.

1. [Approval of meeting minutes from April 13, 2016](#)

2. Approval of amendment to professional services agreement with Questa Engineering Corporation in the amount of \$28,861 for additional services to prepare technical plans, specification and cost estimate for Las Virgenes Creek Restoration Project – Phase II
3. Approval of Memorandum of Understanding for a Coordinated Integrated Monitoring Program in the Malibu Creek Watershed Management Area regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program and necessary reports for the Malibu Creek Watershed
4. Approval of a five-year service subscription and sublicense agreement with Digital Map Products (DMP) in the total amount of \$148,430 to perform professional Geographic Information Systems (GIS) Management Services
5. Recommendation to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common benefit areas: (CBA)-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25) and CBA-6 (Zone 26) within Landscape Maintenance District 22 in the City of Calabasas

PUBLIC HEARING – 8:15 P.M.

6. Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497, 1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015)

THE APPLICANT HAS REQUESTED A CONTINUANCE OF THIS PUBLIC HEARING TO THE MAY 3, 2016, COUNCIL MEETING. THE CITY COUNCIL WILL TAKE UP THE REQUEST AT THE APPROPRIATE TIME

NEW BUSINESS – 8:25 P.M.

7. Overview of General Fund Budget and direction for FY 2016-2017 and 2017-2018 Budgets

INFORMATIONAL REPORTS – 9:10 P.M.

8. Check Register for the period of April 5-14, 2016

TASK FORCE REPORTS – 9:15 P.M.

CITY MANAGER'S REPORT – 9:20 P.M.

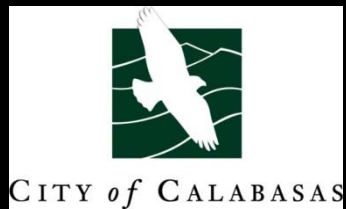
FUTURE AGENDA ITEMS – 9:25 P.M.

ADJOURN – 9:30 P.M.

The City Council will adjourn to their next special meeting scheduled on Tuesday, May 3, 2016, at 7:00 p.m.



CALABASAS
Next Exit



Lost Hills Sheriff's
Crime Report

March 2016



Crimes Against Persons

Type of Crime	March 2016	YTD 2016	YTD 2015	Change
Homicide	0	0	0	0
Rape	0	1	2	-1
Robbery	0	0	2	-2
Assault	1	2	0	2
Domestic Violence-Felony	0	0	0	0
Domestic Violence-Misdemeanor	6	8	5	3

Crimes Against Property

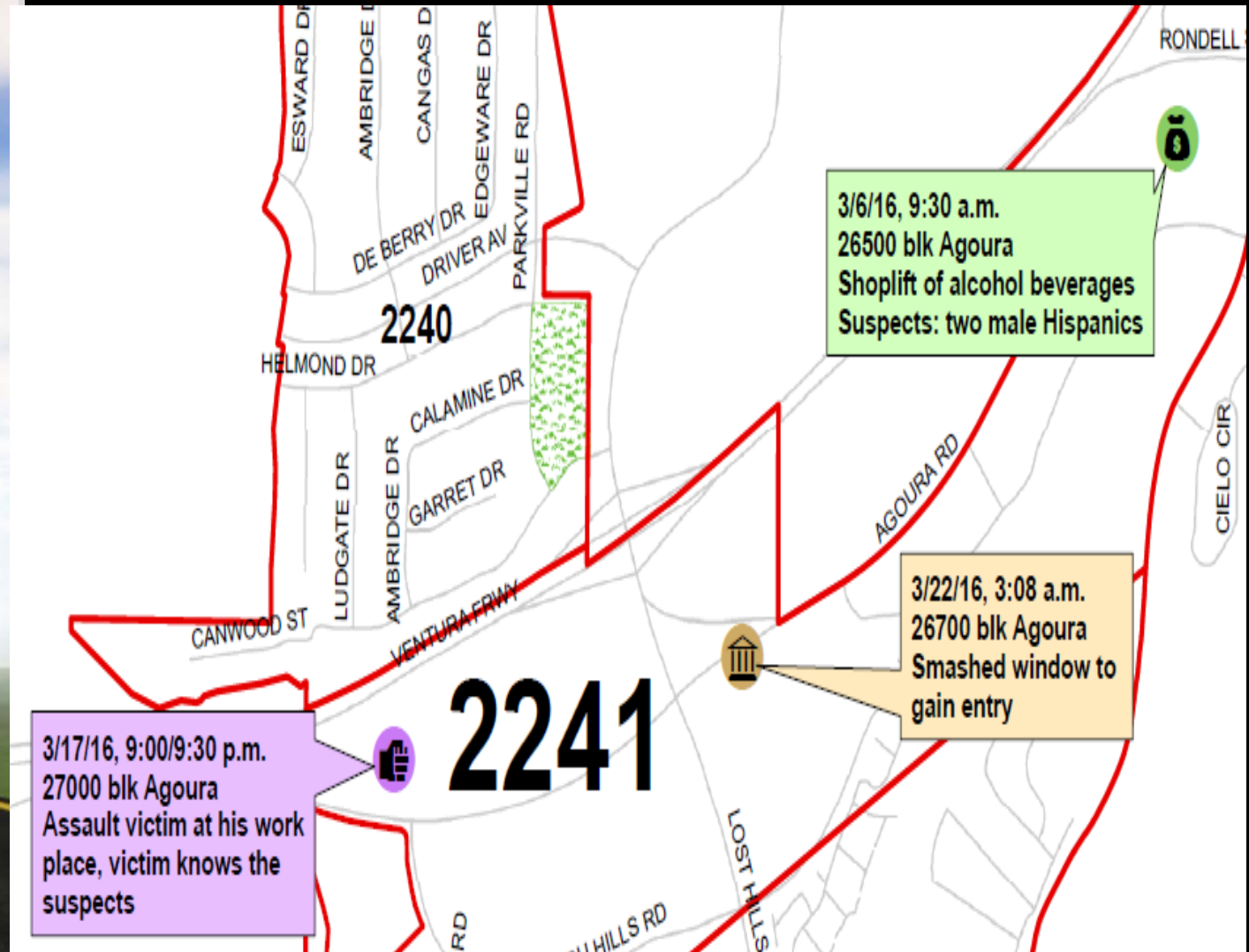
Type of Crime	March 2016	YTD 2016	YTD 2015	Change
Arson	1	1	0	1
Grand Theft Auto	1	4	6	-2
Burglary- Residential	6	12	4	8
Burglary- Business	1	1	7	-6
Burglary- Garage/ Out-Building	1	2	1	1
Burglary- Vehicle (Locked)	5	8	14	-6
Theft- Grand (over \$950)	2	4	13	-9
Theft- Petty	1	13	12	1
Theft- Unlocked Vehicle	7	14	15	-1

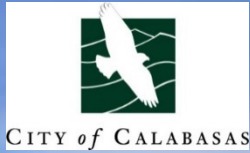
CRIME	CURRENT MTH	YTD 2016	YTD 2016	CHANGE
Total Part I Crimes	26	62	76	-14
Percent Change				-18.4%



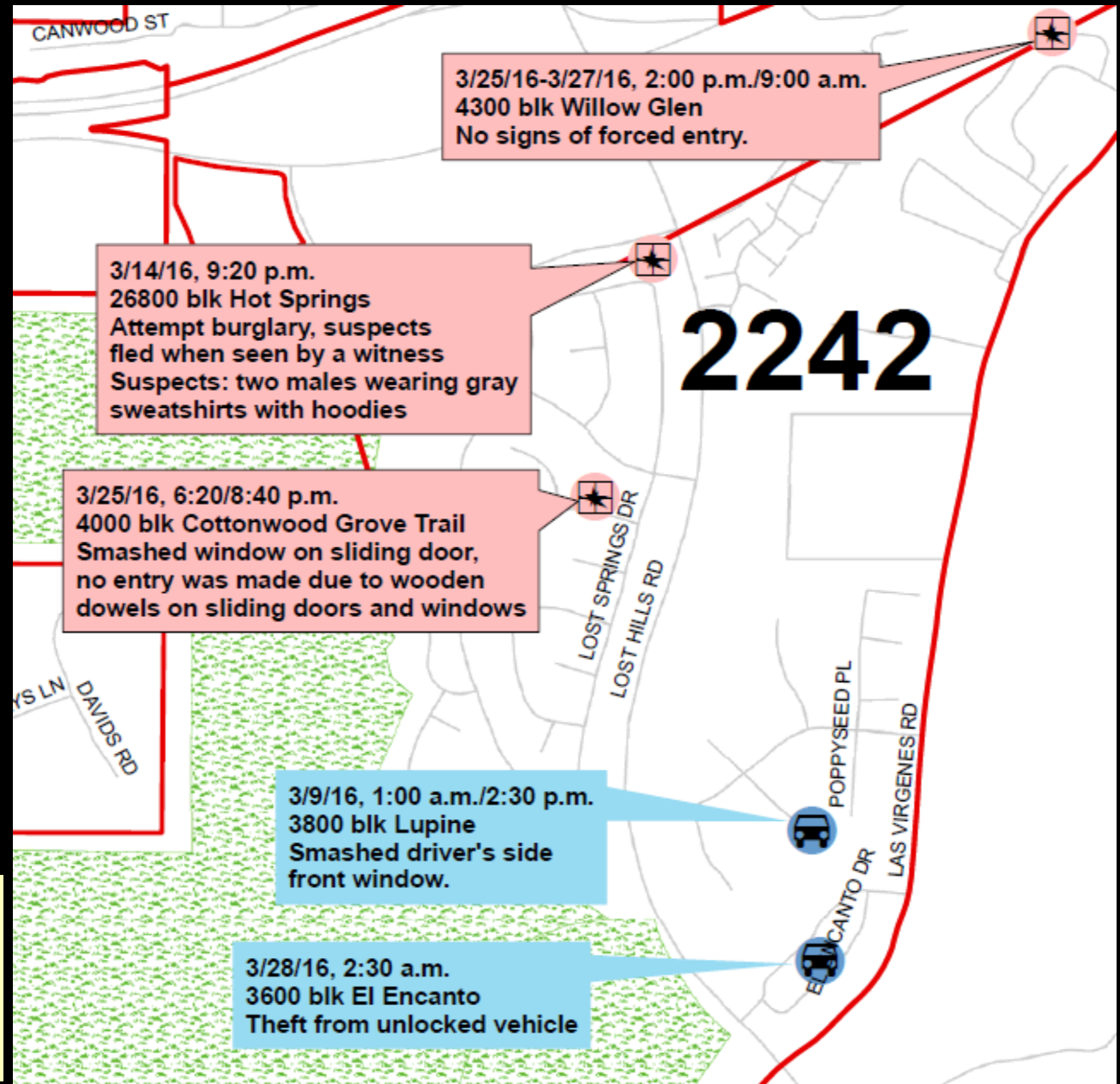


Part I Crimes March 2016





Part I Crimes March 2016



Legend



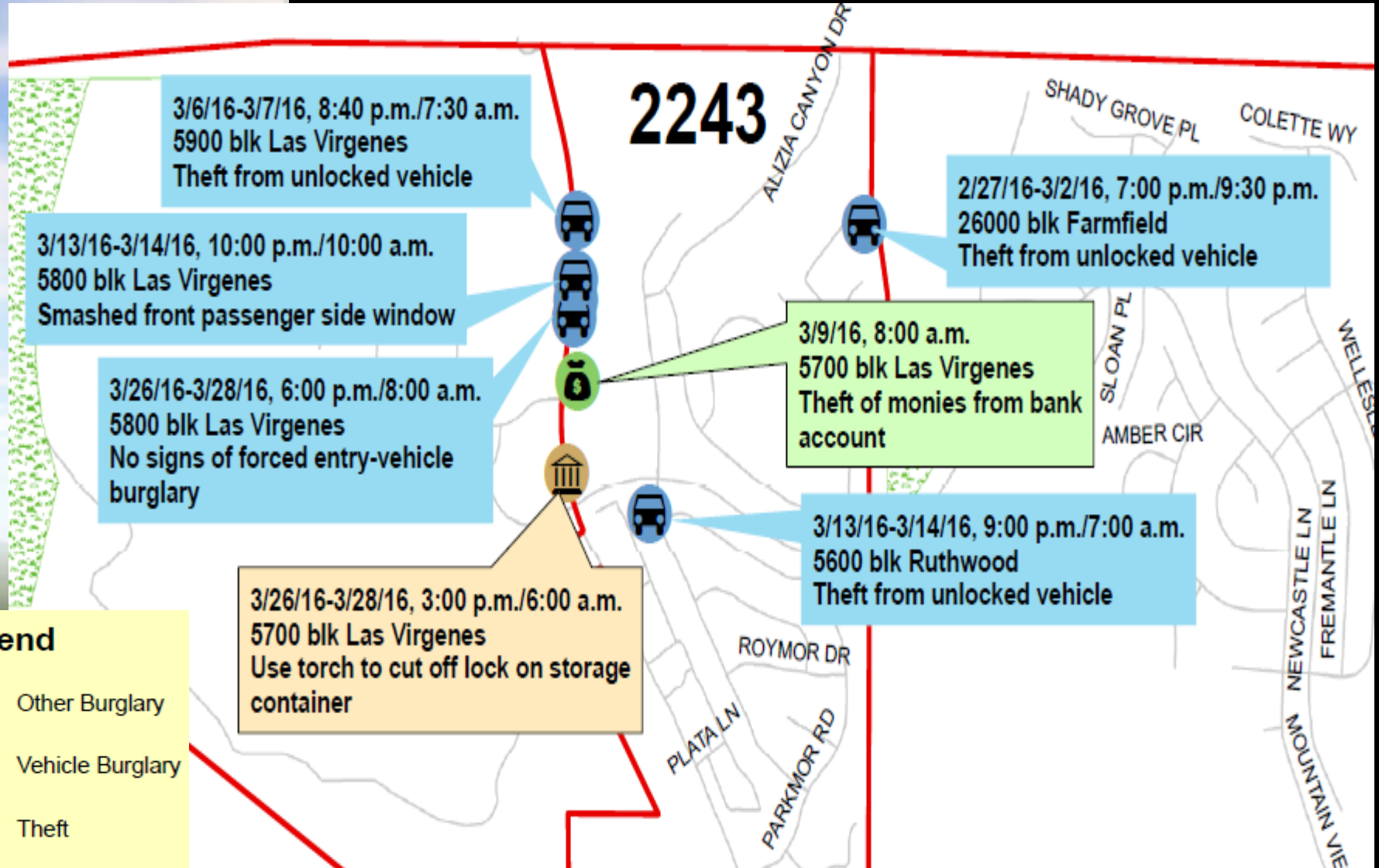
Residential Burglary



Vehicle Burglary

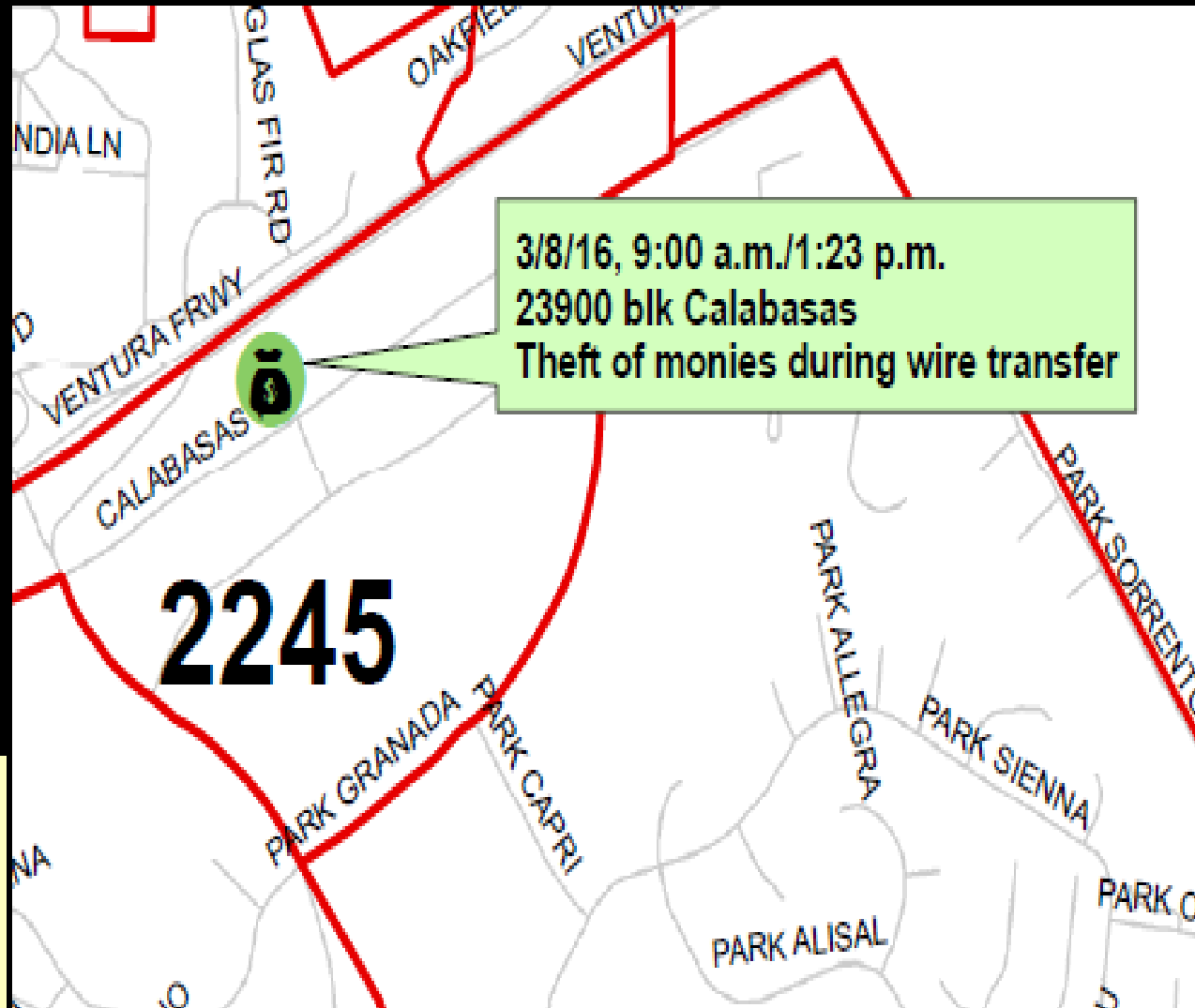


Part I Crimes March 2016





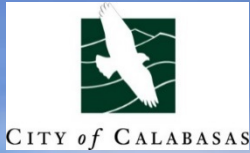
Part I Crimes March 2016



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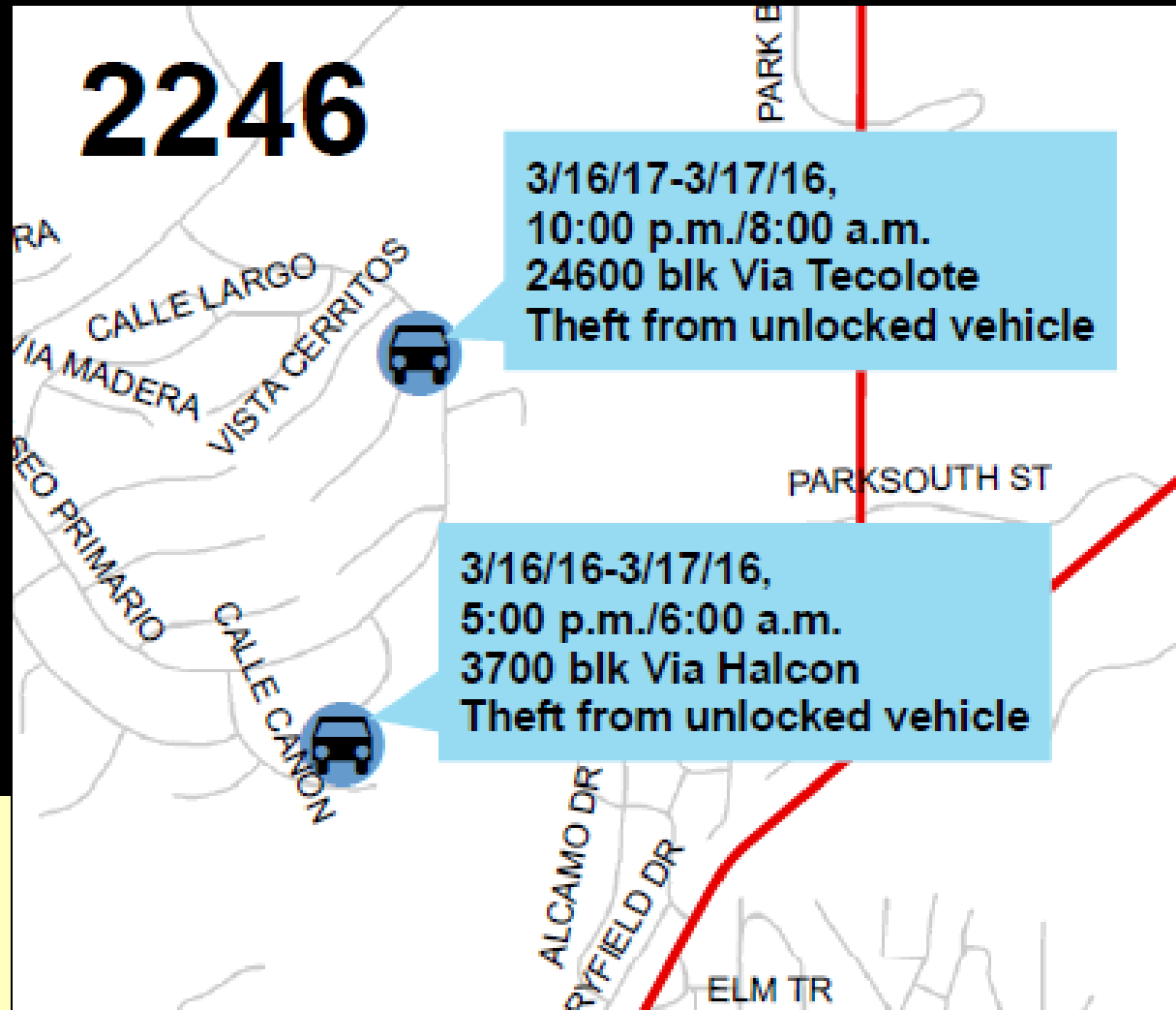


Theft



Part I Crimes March 2016

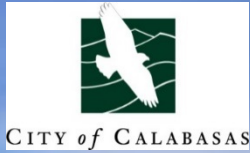
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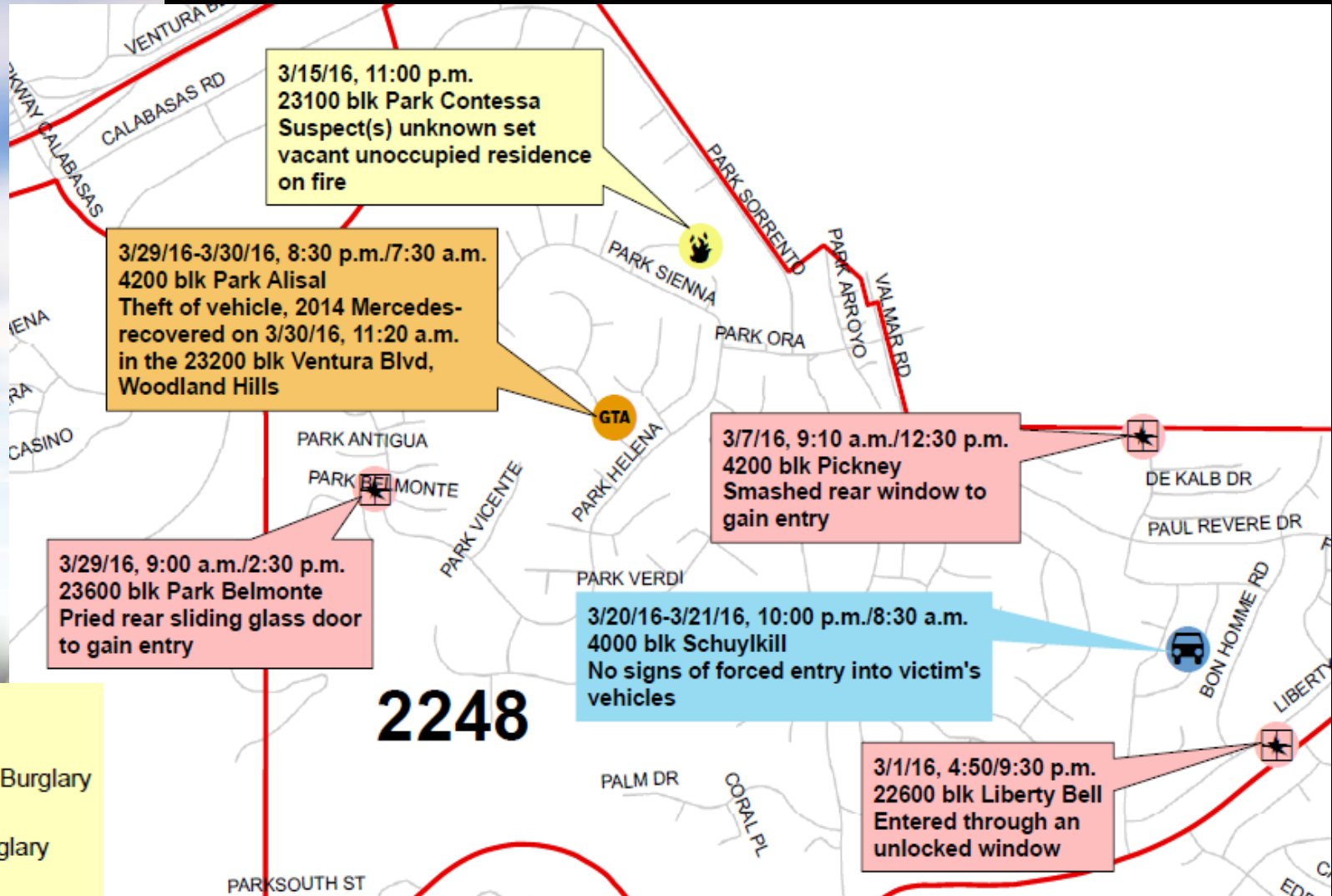
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Vehicle Burglary

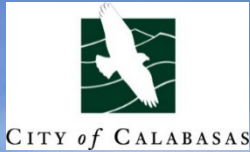


Part I Crimes March 2016

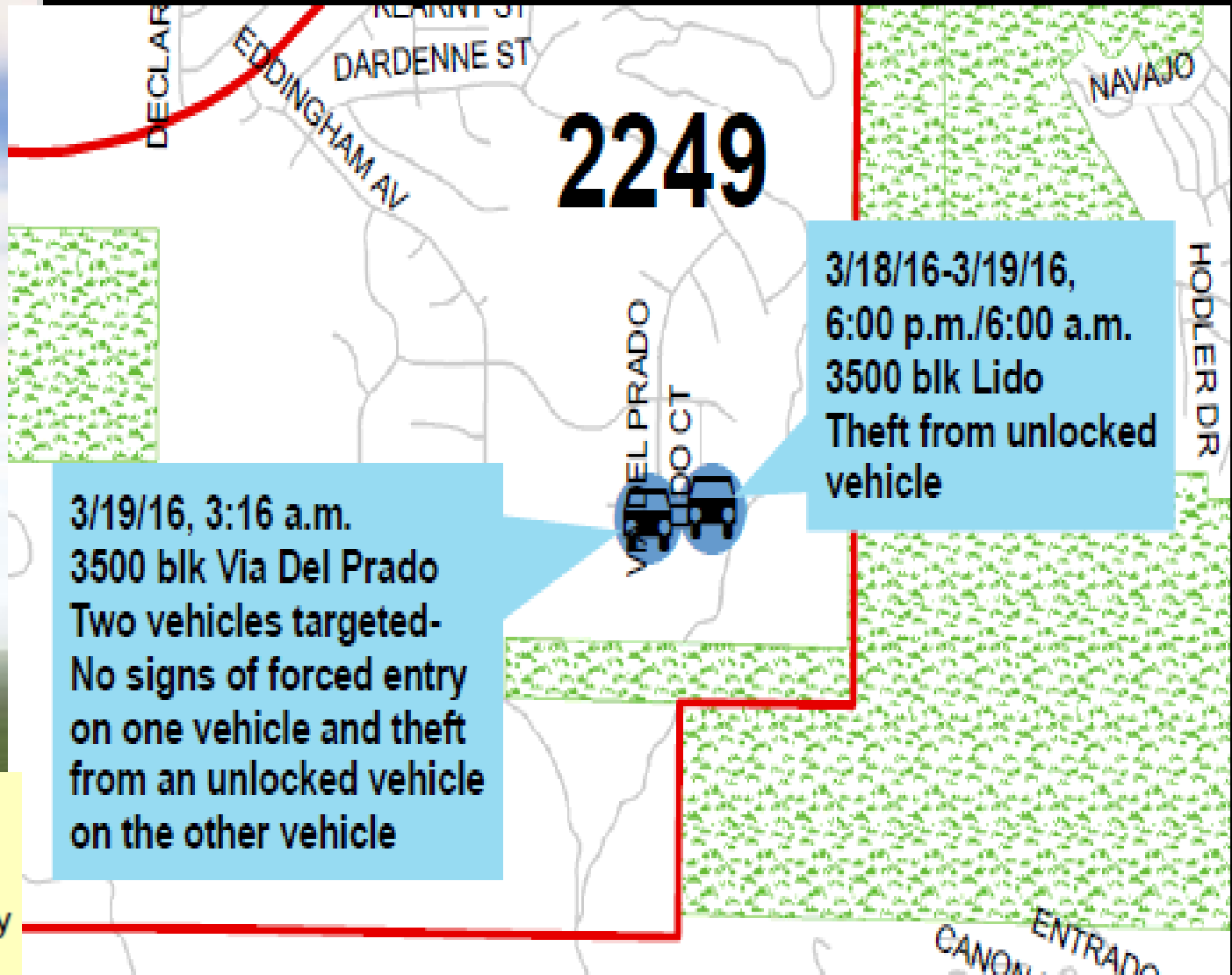


Legend

-  Residential Burglary
-  Vehicle Burglary
-  Theft of a Vehicle
-  Arson



Part I Crimes March 2016



Legend



Vehicle Burglary

March 2016 Arrest Stats

ARREST MADE



	Adult	Juv.
Dom. Violence / Assault	4	0
Warrants	24	0
Drunk/Alcohol/Drugs	4	0
Drunk Driving	3	0
Vehicle/Boating Laws	13	0
Fraud/Weapons/Other	2	2
ARREST TOTALS	50	2

March 2016 Traffic Stats



Number of Traffic Collisions	9
- Injury Collisions	2
- Non-Injury Collisions	7
Number of Citations Issued	229
- Total Hazardous Cites	154
- Total Non-Hazardous Cites	75

Most frequent citations issued:

- Unsafe Speed
- Failure to Stop at a Stop Sign





Noteworthy Incidents

An attempt residential burglary occurred in the 26800 block of Hot Springs Place. The victim was inside her home and heard a car honking outside. When she went outside, a neighbor told her she saw two males entering her backyard through a side gate on the east side of her home and then exiting through a side gate on the west side of the residence. The victim stated she heard someone moving the trash cans on the side of the gate but thought it was her next door neighbor. The suspects fled the area when they heard the neighbor honking.

The suspects were described as male Blacks, 17 to 19 years of age and wearing gray sweatshirts with hoodies. (16-01423)



Noteworthy Incidents

An arson to a residence was reported in the 23100 block of Park Contessa.

The location was vacant and unoccupied.

The estimated structural damage was \$800,000. The investigation is on-going.

(16-01445)





Noteworthy Incidents

Two vehicle incidents (a vehicle burglary and theft from an unlocked vehicle) occurred in the 3500 block of Via Del Prado.

A witness (neighbor) saw two suspects ransacking his neighbors' vehicles. U.S. currency and a coin holder box tray were taken. The suspects were described as two males wearing dark hoodie sweatshirts and dark pants.

(16-01509)





Crime Tips

Malibu/Lost Hills Sheriff Station

LostHillsTips@lasd.org

818-878-1808

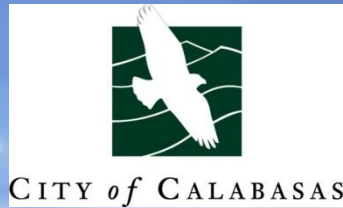
Crime Stoppers

800-222-TIPS (8477)

Web Tips

www.lacrimestoppers.com





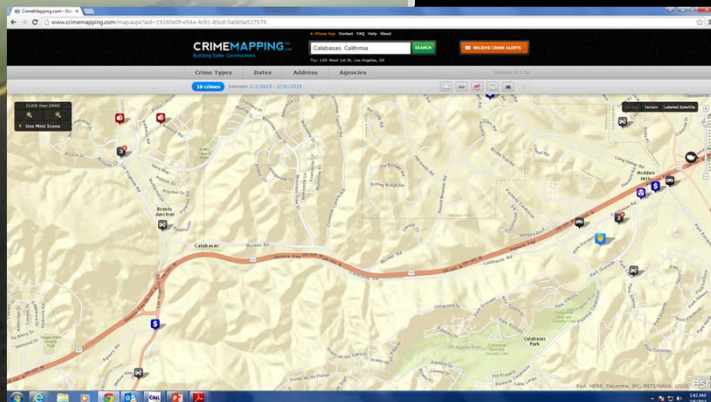
Connect with US!

www.LostHills.lasd.org

twitter.com/LHSLASD

**NIXLE: Text your ZIP CODE to 888777
to receive local alerts through SMS!**

www.facebook.com/LostHillsSheriffsStation



www.CrimeMapping.com



Questions? More Information?

City of Calabasas

LostHills@LASD.org

Service Area Lieutenant

A.J. Rotella

818-878-1808

Detective Team

Detective Ginni Alvarez

818-878-5584

Detective Jill Greenwood

818-878-5541

Detective Justin Solomon

818-878-5542

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA
HELD WEDNESDAY, APRIL 13, 2016**

Mayor Bozajian called the meeting to order at 7:03 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, CA.

ROLL CALL

Present: Mayor Bozajian, Mayor pro Tem Maurer,
Councilmembers Gaines, Shapiro and Weintraub
Absent: None
Staff: Bartlett, Coroaaltes, Hernandez, Holden, Howard,
Melton, Michitsch, Mirzakhanian, Rice and Tamuri

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Brownie Troop 1036.

APPROVAL OF AGENDA

Councilmember Gaines moved, seconded by Mayor pro Tem Maurer to approve the agenda. MOTION CARRIED 5/0 as follows:

AYES: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Gaines, Shapiro and Weintraub

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Gaines:

- Extended congratulations to Calabasas on its 25th anniversary and to Mayor Bozajian for a great luncheon. Announced the various events scheduled to commemorate this event.
- The monthly Calabasas Chamber breakfast is scheduled on April 14.
- Congratulated CH students on a great performance of the Adams Family, the musical.

Mayor pro Tem Maurer:

- Congratulated the Calabasas Rotary Club for a successful blood drive.
- Reiterated congratulations to Mayor Bozajian for a remarkable job at his luncheon.

Councilmember Weintraub:

- Arbor Day will take place on April 30 at CHS.

- The Calabasas Fine Arts Festival will take place April 30-May 1.
- Showcased a banner prepared by AE Wright students presented at the last PFC meeting.

Councilmember Shapiro:

- Echoed congratulations to Mayor Bozajian for a great luncheon.
- A Raise the Roof Jazz Fest fundraiser for Loving Home Hospice for children is scheduled on June 5

Mayor Bozajian:

- Expressed appreciation to the Chamber and attendees to the Mayor’s luncheon.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Robert Lia spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from March 23, 2016
2. Adoption of Resolution No. 2016-1501, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017, ordering the preparation of a district map indicating the proposed boundaries of an annexation to the City of Calabasas’ Landscape Lighting Act District No. 27 and ordering preparation of a preliminary Engineer’s Report; Adoption of Resolution No. 2016-1502, approving a preliminary Engineer’s Report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017; Adoption of Resolution No. 2016-1503, declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 and setting a time and place for a public hearing
3. Recommendation to award a construction contract for the Calabasas Road Park and Ride Project, Specification No. 15-16-02 to Sully-Miller Contracting Company in the total amount of \$723,534
4. Recommendation to approve an amendment to a professional services agreement with Siemens Industry, Inc. for traffic signal and related equipment maintenance, on-call, emergency and general repair services in an amount not to exceed \$100,000

5. Adoption of Resolution No. 2016-1506 authorizing submittal of application for Beverage Container Grant Payment Programs from CalRecycle and related authorizations
6. Approval of a professional services agreement with Downstream Services, Inc. in the amount of \$107,160 for quarterly maintenance of CDS units and storm drain devices
7. Authorization to approve contract amendment for Absolute Tree & Brush in the amount of \$488,000 to fund required work for the Annual Weed Abatement/Fuel Reduction Program for fire safety within the City of Calabasas
8. Recommendation to award five-year professional services agreements to Venco Western, Inc. for the landscape maintenance of the common areas located within the homeowner associations: Bellagio, Zone 4; Calabasas Hills, Zone 6; Calabasas Park, Zone 7; Las Villas, Zone 11; and Westridge, Zone 20 within Landscape Lighting Act District 22 in the City of Calabasas
9. Recommendation to award a construction contract for the Calabasas Road between Mureau Road and Parkway Calabasas Resurfacing/Micro-resurfacing Project, Bid Specification No. 15-16-03, to Palp, Inc., DBA Excel Paving Company, in the total amount of \$169,538
10. Adoption of Ordinance No. 2016-334, amending provisions of the Calabasas Municipal Code (Code) relating to a Call for Review by City Councilmembers
11. Adoption of Ordinance No. 2016-335, amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed

Mr. Howard stated that Item No. 2, Resolution No. 2016-1503 was modified to add Section 7.

Mayor pro Tem Maurer moved, seconded by Councilmember Weintraub to approve Consent Item Nos. 1-11 as modified by the City Attorney. MOTION CARRIED 5/0 as follows:

AYES: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Gaines, Shapiro and Weintraub

PUBLIC HEARING

12. Introduction of Ordinance No. 2016-333 and adoption of Resolution No. 2016-1507, certifying a final Environmental Impact Report, approving a Statement of Overriding Considerations, and approving File No. 140000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the Eastern terminus of Agoura Road (APNS: 2069-078-009 and 2069-078-011). The proposed project includes: (1) A residential component consisting of 67 single-family detached homes and four affordable units within two duplex structures occupying approximately 13.03 acres (16.9% of the site); (2) A commercial component consisting of a 66,516 square-foot, four-store hotel occupying approximately 2.91 acres (3.8% of the site); and (3) Preservation of approximately 61.0 acres (79.3% of the site) as permanent open space. Development of this project would require a significant amount of remedial grading to stabilize an ancient landslide hazard area on the southern portion of the site. Requested permits include: General Plan amendment, Zoning Map amendment, Tentative Tract Map, Development Plan, Conditional Use Permit, Site Review, Oak Tree Permit, and Scenic Corridor Permit. The project site is currently Zoned Planned Development (PD); Residential-Multifamily, 20 units per acre (RMF (20); Open Space Development Restricted (OS-DR); and is within the Scenic Corridor (SC) Overlay Zone

Mayor Bozajian opened the public hearing

Ms. Mirzakhanian, Mr. Bartlett and Mr. Joe Power presented the report.

Applicant Rick Bianchi addressed the Council.

The meeting recessed at 8:34 p.m.

The meeting reconvened at 8:44 p.m.

Barry Schoembrun, Lauren Prescott, Carl Ehrlich, Michael Brockman, Stephen Wurtzel, Bonnie Mulholland, Snowdy Dodson, Lynda Lo-Hill, Joanne Suwara, Frances Alet, Jacy Shillan, Pricilla Lee, Kaleen Farrell, Tamiko Fuote, Karen Tiffany, Jeanet Moltke, Mary Wordin, Stephanie Williams, Peter Heumann, Howard Okin, Candice Weber, James Raas, Kally Spadoni, Helena Kriel, Martha Fritz and John Daly spoke on Item No. 12.

The meeting recessed at 10:03 p.m.

The meeting reconvened at 10:13 p.m.

Elise Dragu, Greg Byrne, Laresa Byrne, Eric Esby, Jillian Esby, Marlon Hoffman, Barry Hammond, Christine Rangel, R. Embree, Robert Lia, Steven,

Gambardella, Clark Canfield, John Suwara, Norman Buehring, Deanna Glassberg on behalf of Diane Gaynor, Mary Hubbard, Valerie Burkholder, and Nolan Burkholder spoke on Item No. 12.

Mayor Bozajian announced the public hearing would be continued to the May 25 Council meeting.

Councilmember Weintraub moved, seconded by Councilmember Shapiro to continue Item No. 12 to the May 25 Council meeting without further public notice. MOTION CARRIED 5/0 as follows:

AYES: Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Gaines, Shapiro and Weintraub

INFORMATIONAL REPORTS

13. Check Register for the period of March 15-30 2016

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

Mr. Coroalles reported that a financial consultant has been selected to assist with the Agoura Road annexation for negotiations with the County.

FUTURE AGENDA ITEMS

Mayor Bozajian announced that a special meeting will be held on May 3 to continue the Rondell public hearing.

ADJOURN

The City Council adjourned at 11:29 p.m. to their next regular meeting scheduled on Wednesday April 27, 2016, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR, CITY ENGINEER
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR**

SUBJECT: APPROVAL OF AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH QUESTA ENGINEERING CORPORATION IN THE AMOUNT OF \$28,861.00 FOR ADDITIONAL SERVICES TO PREPARE TECHNICAL PLANS, SPECIFICATION AND COST ESTIMATE FOR LAS VIRGENES CREEK RESTORATION PROJECT – PHASE II

MEETING

DATE: APRIL 27, 2016

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve an amendment to Professional Services Agreement with Questa Engineering Corp. in the amount of \$28,861.00 to prepare plans, specifications and cost estimate for Las Virgenes Creek Restoration project – Phase II.

BACKGROUND AND DISCUSSION:

Phase II of the Las Virgenes Creek restoration project calls for construction of nearly 1.5 miles creekside trail, stabilizing the banks, restoring the creek and removing barriers to fish migration in Las Virgenes Creek between Agoura Road and De Anza Park. This project will include establishing a walking trail along the creek, creating a habitat and water quality educational center and several public access points to the creek.

Broken concrete liner that has created barriers shall be removed and the banks shall be stabilized in order to reduce sediment and nutrient loading in the creek. Once completed, this project will restore the creek to its natural state, improve water quality, and provide additional open space in a dense urbanized environment. Please refer to Attachment No. 2 for detailed description of the project.

On June 24, 2015, the City Council approved a Professional Services Agreement with Questa Engineering Corp. in the amount of \$159,935.00 for preparation of plans, specifications and cost estimates for Las Virgenes Creek Restoration Project – Phase II. The consultant performed most of its tasks outlined in the PSA, including preparing 90% designs, specifications and cost estimates, completing environmental documentation pursuant to CEQA, submitting permit applications to all regulatory agencies, and cost estimates holding 2 public workshops, making presentations to the Environmental Commission and the City Council.

Several regulatory agencies have issued permit with conditions that require additional work such as:

1. Hydraulic Analysis and Design of Fish Passage Enhancement element to include accommodations for western pond turtle and added rounded rock
2. Design and Coordination for Vegetation Management and Tree Removal
3. Preparation of Restoration Plan/Habitat Mitigation and Monitoring Plan
4. Biological Consultant Coordination

The additional work is outside of the Scope of Services covered by the current agreement with the consultant. These works primarily relate to requests made by the California Department of Fish and Wildlife as conditions to the Streambed Alteration Agreement (SAA permit) and work required to facilitate the separate contracting and scheduling of the Vegetation Clearing/Tree Removal work.

FISCAL IMPACT/SOURCE OF FUNDING:

City will be reimbursed for the cost of this contract thru 2 grant funding: Prop 84 and Urban Stream Restoration Grant in the amount of \$676,750 and Prop 84 administered by the Santa Monica Mountain Conservancy in the amount of \$980,500. Additionally, the City Council approved \$300,000 budget on December 10, 2014 from Landscape Lighting Act District No. 24 (LLAD 24) as local match that had been set aside since a few years ago for this project. For the purpose of accounting, the funding for the contract amendment will be paid thru Account No. 40-319-6502-38 previously approved by the City Council.

REQUESTED ACTION:

That the City Council approve an amendment to Professional Services Agreement with Questa Engineering Corp. in the amount of \$28,861.00 to prepare plans, specifications and cost estimate for Las Virgenes Creek Restoration project – Phase II.

ATTACHMENT:

1. Amendment to Professional Services Agreement with Questa Engineering Corp.
2. Current Professional Services Agreement

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT**

(City of Calabasas and Qesta Engineering Corp.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 13th day of April, 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Qesta Engineering Corporation located at 1220 Brickyard Cove Road, Suite 206, Richmond, CA 94807 (“Consultant”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Consultant” dated June 26, 2015 in the following fashion:

- A. “City” and “Consultant” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” March 23, 2016 proposal to “City” attached hereto as Exhibit A and incorporated herein by this reference.
- B. “City” and “Consultant” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” [Month, Day, Year] fee schedule to “City” attached hereto as Exhibit [B-1] and incorporated herein by this reference.
- C. “City” and “Consultant” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: June 23, 2018.
- D. “City” and “Consultant” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of One Hundred Eighty Eight Thousand Seven Hundred Ninety Five Dollars [\$188,795.00].

Initials: (City) _____ (Consultant) _____

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”
Questa Engineering Corporation

By: _____
James R. Bozajian, Mayor

By: _____
Sydney Temple, Principal

Date: _____

Date: _____

By: _____
Jeffrey Peters, Vice President

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

Initials: (City) _____ (Consultant) _____

Exhibit A



March 23, 2016

City of Calabasas – Public Works Department
100 Civic Center Way
Calabasas, CA 91302,
Attention: Alex Farassati, Project Manager

Subject: Proposal for Additional Out of Scope Services; Las Virgenes Creek Restoration Project - Phase II

Dear Mr. Farassati:

Per our recent discussion, we are pleased to present this proposal and fee estimate for additional work that is outside of the Scope of Services covered by our current agreement with the City. These primarily relate to requests made by the California Department of Fish and Wildlife as conditions to the Streambed Alteration Agreement (SAA permit) and work required to facilitate the separate contracting and scheduling of the Vegetation Clearing/Tree Removal work. There are 4 tasks (new tasks 7, 8, 9, 10) involved with the Scope of Work change request.

Scope

Task 7. Additional Hydraulic Analysis and Design of Fish Passage Enhancement element to include accommodations for western pond turtle and added rounded rock

This is a CDFW permit condition (p8. Administrative Measure 1.1). Work involves the following:

7a. Prepare preliminary design of additional Meadow Creek Culvert baffles to reduce jump heights, and conduct additional HEC RAS hydraulic analysis of the modified design to ensure that it does not impact flood elevations.

7.b. Revise Engineering Drawings to include additional baffles for juvenile fish and western pond turtle passage, and per request of NOAA Fisheries, add additional woody debris and rounded rock, and shorten length to 300 feet.

Task 8 Additional Design and Coordination for Vegetation Management and Tree Removal

8.a. Prepare separate and final set of Construction Plans & Specifications for Vegetation Clearing and Management for 1) the "Upper Bank Area" (outside of CDFW jurisdiction) for possible implementation beginning late March or April 2016 by City on-call tree removal contractor and 2) "Lower Bank Area" (mostly within CDFW and Corps jurisdiction) for implementation beginning June-July 2016 by on-call contractor or possibly by California Conservation Corps using Interagency Agreement. 3) Revise Plan sheet and quantity take-offs to reflect new property boundary information received March 9, 2016.

Box 70356, 1220 Brickyard Cove Rd. Suite 206 Pt. Richmond, CA 94807 T: 510/236.6114 F: 510/236.2423 E: Questa@QuestaEC.com

Initials: (City) _____ (Consultant) _____

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City of Calabasas
March 10, 2016

8.b. Conduct pre-bid job walk and provide ongoing coordination with City and contracted Vegetation Management firm , including coordination of required Pre-construction Biological Surveys and Qualified Biological Monitoring with City hired Biological Consultant. Work includes 3 additional site visits during vegetation management work. Review limits of work with Contractor per CDFW SAA p. 12, Condition 2.12 and coordinate with CDFW on any removal of native trees that need to occur to facilitate the work and that are not marked on the Engineering Plans submitted with the SAA permit application.

Task 9. Preparation of Restoration Plan/Habitat Mitigation and Monitoring Plan

This is a CDFW permit condition (p16.3.2) and will also be a condition of the forthcoming Army Corps of Engineers Section 404 permit. Work involves the following:

9.a. Prepare Draft Restoration Plan/HMMP based on elements of Final Engineering Plans but to also include 3.2i (success criteria, 3.2j (monitoring program) and 3.2k(contingency plan.

9.b. Review Plan with Regulatory Agencies and City and Revise and Finalize.

Task 10 Biological Consultant Coordination

There are 3 separate elements of Biological Work that the CDFW SAA permit conditions require and that we request additional funding to cover our costs for review and coordination with the project Biological Consultants on behalf of City:

10.a. Pre-construction Plans; Western Pond Turtle Plan per SAA p10.-2.4 and Nesting Bird Management Plan per SAA p. 11- 2.10(2).

10.b. Pre-construction Nesting Bird, Bat, and Endangered Species Act (ESA) Surveys. Biological surveys prior to construction implementation are required under SAA sec. 2.2, 2.3, and 2.9.

10.c. Contractor Training and Biological Monitoring During Construction- per SAA 2.3, 2.9, 2.10.

We request a budget augmentation to coordinate and review: a) the Pre-construction Management Plans (nesting birds and turtles), b) Pre-construction Survey Results and Plan implementation and schedule implications, and c) coordinate with the Project Biologists during construction on behalf of the City.

Initials: (City) _____ (Consultant) _____

Page 3
City of Calabasas
March 10, 2016

Fee Estimate

Our estimated Fees to complete the above four tasks as shown on the attached spreadsheet are summarized as follows:

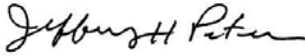
Fish Passage Analysis & Design Revisions	\$5,255.00
Vegetation Management	\$5,690.00
Restoration Plan/HMMP	\$12,381.00
Biological Consultant Coordination	<u>\$2,835.00</u>
Total Labor:	\$26,161.00
Travel Expenses:	<u>\$2,700.00</u>
Total Estimate:	\$28,861.00

(Travel expenses include an estimate for air fare, lodging and meals for the Vegetation Management pre-bid job walk)

Schedule

We are prepared to begin this extra work upon verbal or email Notice To Proceed. We expect the work for new tasks 7, 8, and 9 can be completed within 3 weeks of Notice To Proceed.

Sincerely,



Jeffrey H. Peters
Principal

Ref: 1500058P2

ITEM 2 ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / Questa Engineering Corp.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Questa Engineering Corp. a California corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **To prepare PS&E for Las Virgenes Creek Restoration Project – Phase II and to provide construction support as defined in City’s RFP attached hereto as Exhibit A.**
- 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 June 5, 2015 proposal to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant’s June 5, 2015 fee schedule to City attached hereto as Exhibit C and incorporated herein by this reference.
- 3.3 "Commencement Date": June 24, 2015.
- 3.4 "Expiration Date": June 23, 2017.

4. LIQUIDATED DAMAGES

The Consultant shall begin work immediately on the date of the Notice to Proceed, and shall diligently prosecute PS&E (excluding approved permits) to completion before the expiration of 180 Calendar Days or December 24, 2015, whichever comes first. The Consultant shall pay to the City liquidated damages in the amount of \$250.00 per day, for each and every calendar day of delay in

Initials: (City) BE (Consultant) JP

completing the PS&E in full in excess of the number of working days prescribed above. Consultant and City agree that the amount set forth as liquidated damages is reasonable under Civil Code section 1671(b).

5. **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.

6. **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 Hundred Fifty Nine Thousand Nine Hundred Thirty Five Dollars (\$159,935.00) 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. **Sydney Temple** 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.

7. **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,

Initials: (City) YSA (Consultant) JP

payment in accordance with the Approved Fee Schedule.

- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule. Fees for such additional services shall be paid within sixty days of the date Consultant issues an invoice to City for such services.

8. 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.

9. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent Consultant. 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.

10. 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.

Initials: (City) *JK* (Consultant) *JP*

11. 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 sub-Consultants in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every sub-Consultant 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 sub-Consultants 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.

Initials: (City) *W* (Consultant) *JP*

- 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.

12. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its sub-Consultants 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.



Initials: (City)  (Consultant) 

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.
- 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 sub-Consultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

13. **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.

Initials: (City)  (Consultant) 

14. 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.

15. 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.

16. NOTICES

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

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Alex Farassati**
Telephone: (818) 224-1680
Facsimile: (818) 225-7338

If to Consultant:

Questa Engineering Corp.
1220 Brickyard Cove Road
Suite 206
Richmond, CA 94807
Attn: Sydney Temple
Tel: (510) 236-6114 ext. 220

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

17. 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.

Initials: (City)  (Consultant) 

18. 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, sub-Consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.
- 18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes

Initials: (City) *JK* (Consultant) *JP*

beyond the control and without the fault or negligence of Consultant.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 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.

Initials: (City) RE (Consultant) JP

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”
Questa Engineering Corp.

By: [Signature]
Lucy M. Martin, Mayor

By: [Signature]
Sydney Temple, Principal

Date: 6-26-15

Date: 6/19/15

By: [Signature] Vice President
Co-Authorized Signer, Level of Officer

Date: 6/19/15

Attest:

By: [Signature]
Maicela Hernandez, MMC
City Clerk

Date: 6/29/15

Approved as to form:

By: [Signature]
Scott H. Howard, City Attorney

Date: 6-24-15

Initials: (City) [Initials] (Consultant) [Initials]

Exhibit A



CITY of CALABASAS

**REQUEST FOR PROPOSALS TO PREPARE PS&E
FOR
Las Virgenes Creek Restoration Project – Phase II**

Issued on:

May 12, 2015

SUBMITTAL DEADLINE:

June 5, 2015 at 2:00 p.m.

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

Initials: (City)



(Consultant)





REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

Dear interested consulting firms:

The City is soliciting proposals from qualified consulting engineering companies to prepare technical plans, specification and cost estimate (PS&E) for the Las Virgenes Creek Restoration Project – Phase II. Proposals must be submitted at or before **2:00 p.m. on June 5, 2015**. Proposals and amendments to proposal received after the date and time specified above will not be considered. Faxed or electronically submitted Proposals will NOT be accepted.

Submittal Forms must contain all of the information requested in Section IV: "Proposal Package", for the Scope of Work. The Proposal Package shall be limited to 30 pages maximum, not including the cost proposal, which shall be submitted in a separate envelope.

The selected company must be willing to sign an agreement with the terms and conditions shown in the City model Agreement for Professional Services, attached as "Exhibit A". Consultants are encouraged to promptly notify the City of any apparent major inconsistencies, problems, or ambiguities in the Scope of Services.

INQUIRIES

In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the Project Manager at the following address:

City of Calabasas – Public Works Department
100 Civic Center Way, Calabasas, CA 91302,
Attention: Alex Farassati, Project Manager
or via e-mail: afarassati@Cityofcalabasas.com.

Consultants are specifically directed NOT to contact any City Council members or personnel, other than specified personnel identified in this RFP, for meetings, conferences, or technical discussions that are related to the RFP.

All inquiries must be submitted in writing and must be received at the City by **June 3, 2015 at 2:00 p.m.** Please note that the City will not be responsible for mailing any addendums. All addenda and notifications will be made available on City's webpage:

<http://www.Cityofcalabasas.com/public-notices.html>.

Consultants are encouraged to check the website regularly since each consultant will bear sole responsibility for having the RFP and all addenda. No new addendum will be posted after close of business on **June 4, 2015**.

CONFIDENTIAL MATTERS

All data and information gathered by the consultant and its agents, including this RFP and all



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

supplemental information shall be treated by the Consultant and its agents as confidential. The Consultant and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, propaganda, and / or in another job or jobs, unless written consent is obtained from the City.

MODIFICATIONS / WITHDRAWAL OF PROPOSALS

Modifications will be accepted by the City, and binding upon the responding company, where the modification:

- Is received by the City at the place designated for submission of RFP responses prior to the deadline; and
- Is sealed in an envelope clearly stating "Modification" and the name of the responding Consultant; and
- Is signed by the same individual who signed the original submittal.

At any time prior to the scheduled closing time for receipt of RFP submittals, any responding Consultant may withdraw their submittal, either personally or by written request. However, a proposal may not be withdrawn after opening without the written consent of the City. Proposals may be modified or withdrawn prior to the established opening date by delivering a written notice to the Project Manager.

SELECTION PROCESS

All timely proposals will be reviewed by the City. The City reserves the right to award the contract to the firm that represents the proposal which, in the judgment of the City, best accomplishes the desired results, and shall include, but not be limited to, consideration for the professional service fee.

PROJECT COMPLETION

Consultant shall possess the expertise, qualification and staffing to complete the PS&E in full within Six (6) month from the award of contract.

The City of Calabasas looks forward to receiving your Proposal and in working with you.
Sincerely,

A handwritten signature in black ink, appearing to read "Robert Yalda".

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



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

I. Project Description

1.A. Location and Existing Conditions

The project site is a 1.5 mile reach of Las Virgenes Creek, a tributary of the Malibu Creek watershed and located within the City of Calabasas. The head waters of this tributary extend into Ventura County and flow south into the Santa Monica Mountains National Recreation Area (SMMNRA). Phase two begins South of Agoura road and ends at the Lost Hills road culvert, it is a mix of publicly owned land and private land that has existing variable width trail easements. Phase I of the project was completed in 2008 rehabilitating and restoring 400 feet of concrete channel between Agoura Road and the 101 Freeway.

South of Agoura Road, the channel is characterized by a single low-flow channel, terraces, and vegetated side slopes. In-stream vegetation lines the channel bed; small trees grow on the terrace, bank slopes, and up to the water's edge. Las Virgenes Creek has been significantly altered from its natural state, including realignment and straightening of the natural channel geometry to a trapezoidal channel.

In places, the banks are lined with concrete and/or rock rip rap. The channel is not geomorphically stable and failing in several areas. The steeper slopes of the east side of Las Virgenes Creek are areas of concern where previous occurrences of landslide movement and local topographic, geological, geotechnical and subsurface drainage conditions indicate a potential for future landslides.

The project site is primarily riparian woodland. Invasive plant species have diminished the amount of usable habitat that was once provided for migratory bird species and other native animals. Currently, there are no known migratory fish within the project area, Rindge Dam downstream on Malibu creek prevents fish migration to this area. California State Parks is seeking to remove the dam, which would allow for fish migration into this reach of Las Virgenes Creek.

I.B. Description of Phase II

The second phase of the Las Virgenes Creek restoration is separated into two components to allow for greater flexibility in planning, implementation, and funding. **The First and Primary Component** includes creek and riparian corridor restoration, erosion and sediment control and biotechnical slope and bank stabilization, fish habitat enhancement, and environmental education. This work is to be accomplished in a way that improves channel flood carrying capacity and improves riparian habitat conditions. **The Secondary Component** focuses on public access trails and developing a public stewardship role or "public buy in" of the restoration project.



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

- a) **Component I** - Creek restoration and enhancement includes biotechnical bank repair of unstable creek slopes and gullies, debris removal, and fish passage barrier modifications to a section downstream of Meadow Creek Lane. The work will also include thinning and pruning of hazardous vegetation and removal of non-native invasive species that obstruct flood flows and have deterred the establishment of a multi-layered understory.

The work includes replanting with native riparian species with a goal to establish a diverse canopy of native vegetation to enhance habitat value within the creek system. The concept is to replace shrubby non-native trees and shrubs with thinned willows and native riparian species that are more hydro-dynamic, bend with flood flows and do not retard flows. This will allow changes to the creek bed to be made for fish passage, without changing over-all channel flood flow carrying capacity.

Along with the efforts within the corridor an environmental education center is to be installed across from De Anza Park that will provide opportunities for environmental education and interpretation. The area will include benches, interpretive signs and native plantings to provide information about the Las Virgenes Creek ecosystem, urban interface, water quality, wildlife corridors and restoration activities that improve habitat conditions. A universally-accessible path will be provided to allow for ADA access from the street to the overlook area.

- b) **Component II** - Public access facilities includes completion of a trail network within the creek corridor to provide opportunities for visitors to travel along the creek, facilitate future connections to the north and south to Juan Bautista de Anza Park and the Santa Monica Mountains National Recreation Area, and to enhance environmental education about the creek ecosystem.



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

II. Existing Resources

City shall provide the selected consultant with any existing information regarding the Restoration of Las Virgenes Creek Phase I and Phase II (conceptual plans). This shall include pertinent maps and aerial photographs, existing photogrammetric surveys and the base map, County Assessor's maps/property ownership, City, Flood Control District, State Parks documents, funding and permit information, contract documents, CEQA documents for the past projects in the surrounding area, and any other relevant documents. Various Phase I documents are posted on the city's website:
<http://www.cityofcalabasas.com/environmental/las-virgenes-creek-restoration-project.html>
<http://www.cityofcalabasas.com/pdf/documents/environmental-services/Healing-a-Stream.pdf>

The following documents shall be provided to the selected Consultant after the award of the contract:

II.A. Base Map

An engineering base map for the project area has been compiled; it is based on a new topographic map generated in December of 2014. The topographic map was generated through aerial photogrammetry by a surveying company.

II.B. Conceptual Plans

The Conceptual Plan was prepared by a consulting firm for the purpose of applying for a grant. The Plans focus on the use of City's Trail Master Plan, US Forest Service, State Parks, and LA County trail handbooks for design of trails, trail drainage, bridges and boardwalks. The NRCS Stream Corridor Restoration Handbook, LA County Flood Control District Handbook, and California Department of Fish and Wildlife Salmonid Stream Habitat Restoration Manual guidelines for creek-related work were used as well.

The Conceptual Plan includes two sets of site plans and design memos for proposed trail design and alignment, trail surfacing recommendations, typical sections, and typical details for the creek restoration-related project components. Consideration of project staging and the need for partial or full ADA access is incorporated into the designs. The Conceptual Plans are suitable for initial environmental review.

The site plans and associated cross sections and details include the following:

- a) Demolition and staging areas
- b) Access, bollards, and gates
- c) Trail surfacing treatments
- d) Creek restoration, stabilization and fish passage barrier removal areas and general concepts



*REQUEST FOR PROPOSALS TO PREPARE PS&E
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- e) Utility location information
- f) General resource protection measures
- g) General grading and bank/slope stabilization locations
- h) Needed drainage improvements, flooding, and storm water management features

II.C. Conceptual Design Memos

The City of Calabasas possesses a document that addresses issues, opportunities/constraints, preliminary design concepts; additional research needed, and plan sheets (80-scale) along with preliminary schematics.



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

III. Scope of Work

III.A. Studies

- a) Gather and evaluate all existing data available from the County of Los Angeles and City of Calabasas, including topographical data, hydrology, hydraulics, geotechnical, etc., and prepare a data gap memorandum describing additional data needed and justifications.
- b) Develop a Microsoft Project Schedule at a sufficient level of detail (work elements, sub-elements, etc.) to show a clear understanding of the precise work required to meet project goals and objectives within the delivery timeline. The schedule shall also show interdependencies among tasks, along with, interim and final milestones for project completion.
- c) Conduct a geotechnical investigation/exploration, including pertinent geotechnical testing and an examination of trail alignment soil conditions and bank/slope stability and erosion issues and develop design recommendations regarding the trail pavement design, compaction of fill or localized slope stabilization and foundation requirements. Collect information on drainage and cut slope seepage and erosion, assess opportunities for bank stability improvement and any needed flood protection or flood mitigation associated with potential Creek crossings.
- d) Conduct hydraulic analysis that focuses on stream velocity water depth and bed and bank shear needed to address stream restoration, stabilization, and fish passage issues. The key variables of the hydraulic model shall include creek capacity, velocities, and shear forces.
- e) Prepare a Biological Assessment Report describing the potential for special-status plant and animal species to be present. In addition, associated riparian and/or wetland vegetation shall be described and characterized, and a general description and mapping of all vegetation types within the project area shall be presented.
- f) Prepare wetland delineation include the estimation and mapping of the extent of "Ordinary High Water" of creek segments within 25 feet upstream and downstream of proposed work zones. Provide maps for use in the preparation of more detailed GIS renderings. The wetland delineation shall be submitted to the U.S. Army Corps of Engineers and the Regional Water Quality Control Board for review and comment).
- g) Determine the archaeological sensitivity of the project area based on a review of archival records and existing literature. The task shall include: (1) a review of a records search of a 0.25-mile radius from the project to be conducted by the California Historical Resources File System; (2) a review of various published compendiums, including the National Register of Historic Places and California Register of Historical Resources; (3) archival literature and records on file with Los Angeles County; (4) a request to the Native American Heritage Commission for a review of the Sacred Lands Inventory.



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III.B. Plans, Specifications and Estimates (PS&E)

- a) All proposed improvement plans for the trails component shall be designed in consideration of ADA requirements.
- b) Submittal of plan set shall be delivered at 30%, 60%, and 90% complete and final. 30% design shall be developed after the completion of technical studies.
- c) The 60% plans shall include associated structure plans, elevations, cross sections and design details. Provide preliminary cost estimates.
- d) Submittal of final plans, specifications and cost estimates at 90%.
- e) Prepare an engineer's construction cost estimate based on the itemized quantity take-off from the contract documents. Submittal of the engineer's construction cost estimate in a spreadsheet format. The estimate shall be in the form of a completed bid sheet or schedule, showing quantities, unit prices, and totals for all items of work. The basis for any recommended lump sum bid items shall also be provided. Work closely with the project construction budget to keep the project within the budget goals.
- f) Provide calculations performed for the design.
- g) Prepare a Storm Water Pollution Prevention Plan (SWPPP) for use during construction of the project. The SWPPP shall comply with MS4 permit and General Construction permit requirements appropriate for the project.
- h) Prepare Final (100%) PS&Es including Bid Documents and Construction Specifications in accordance with City standards and best engineering practices. These documents shall be prepared as Construction Documents and shall provide clear design intent of the project, general notes, identification of the existing conditions and, resources to be protected, an overview and detailed sheets showing all project components, as well as all contract requirements (general provisions, technical specifications, bid instructions and bid sheets, etc.). Copies of all permits and approved CEQA review to the Final Specifications as appendices shall be attached to the final design.
- i) All original sheets shall be stamped by a professional engineer. Sheet size shall be 24" x 36".
- j) When project is complete, provide a digital file of the specification package in Microsoft Word format for Windows and AutoCAD files for all plan sheets.
- k) Prepare construction specifications consistent with City format.
- l) Prepare an As-Built record drawing set based on red-line mark ups, to show the new easement. Review record of changes that occur during the construction phase and verify that red-lined plans reflect changes that occur during construction. Verify thoroughness and accuracy of red-line mark-ups and coordinate their submittal to the City in order to record a new easement alignment.

III.C. Permitting and Environmental Documentation

- a) Prepare the CEQA environmental document, the National Environmental Policy Act (NEPA) and any permit applications including a California Fish & Wildlife 1600 Lake and



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Streambed Alteration, Notification, a Regional Water Quality Control Board 401 Water Quality Certification, and a US Army Corps of Engineers 404 permit. A CEQA Initial Study/Mitigated Negative Declaration is anticipated. City shall pay all permitting and filing fees.

- b) Draft Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA.
- c) Prepare responses to comments received during IS/MND public review period and any comments from public meetings.
- d) Represent the City with regulatory agencies regarding clarification of project issues and permit requirements, and mitigation needs and proposals.
- e) Prepare project permit applications to submit to regulatory agencies including, but not limited to:
 - City of Calabasas
 - County of Los Angeles
 - California Department of Fish and Wildlife
 - Regional Water Quality Control Board
 - U.S. Army Corps of Engineers
- f) Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the design for stormwater quality improvements prior to entering natural waterways.
- g) Produce an Administrative Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP).
- h) Prepare the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and the Notice of Determination (NOD) with the County Clerk, and assist with circulation and distribution to the State Clearinghouse.

III.D. Public Workshops

- a) Conduct two public workshops after the completion of 30% design and 60% design
- b) Present draft plans to residents and stakeholders and answer questions.
- c) Be available to meet individually with key stakeholders, assist the City in setting up a schedule, and in preparing all notices, agendas, website graphics and materials, and meeting minute notes.
- d) Incorporate community and stakeholder input into subsequent progress submittals.

III.E. Construction Bid Package

- a) Attend the mandatory pre-bid meeting with the selected construction contractor.
- b) Bidding procedures shall be the responsibility of the City, but any necessary corrective action shall be in the form of an addendum prepared by the Consultant.
- c) Draft responses to bidders' inquiries as requested by the Director of Public Works.
- d) Provide City with a hard copy and electronic (MS Word) of the Draft Bidder Inquiry Responses.



III.F. Construction Support Phase

- a) Oversight of the construction phase of the project shall be the responsibility of the City. Correspondence by phone and e-mail shall be conducted between City and the Consultant on a regular basis.
- b) During the construction phase, work closely with City within the budget allotted to assist and advise the City in order to minimize construction conflicts and to expedite project completion.
- c) Attend the pre-construction meeting and public presentation to the City Council and the Environmental Commission.
- d) In case of errors and/or omissions, furnish additional and/or revised drawings necessary for corrections and change orders. City shall provide a written request for such drawings and Consultant shall provide said drawings at no additional charge to the City.
- e) Provide the contract wording for related change orders to the City at no additional cost.
- f) Review all submittals and shop drawings. The review of shop drawings shall include drawing submittals, construction consultant's submittals for substitutions, construction consultant's alternative construction approval, and others as requested by the City.
- g) If requested by City, prepare additional drawings and change order supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from City is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval shall be at the Consultant's risk and expense.
- h) Visit the job site during construction on a weekly basis.
- i) Draft responses to consultant inquiries and RFI as requested by the City.
- j) Review proposed change orders and draft change order language as requested by the City. If said changes are necessary as a direct result of design errors and/or omissions, prepare and/or review contract change orders at no additional cost.
- k) Be responsible for incorporating as-builts into the PS&E.



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IV. Proposal Package

A cover letter shall guarantee that key personnel, or equally qualified replacements, shall be committed to perform the required tasks throughout the duration of the contract. The percentage of each key personnel's time dedicated to this project at each phase shall be identified.

Consultant is required to certify in the cover letter that they are not debarred, suspended, or otherwise excluded from participating in this project and certify that they are not on the Comptroller General's list of in-eligible companies.

Two (2) copies of both the technical qualifications proposals and the cost proposals shall be required with all copies having been signed by the company official with the power to bind the company in its proposal. To be considered, all proposals shall be completely responsive to the RFP. "Completely responsive" is hereby defined as meeting all requirements as outlined in Section IV.A. – "Proposal Requirements".

The Technical Qualifications Proposal and Cost Proposal must be submitted in separate envelopes clearly identified and marked:

*"Request for Proposal
Las Virgenes Creek Restoration Project – Phase II
TECHNICAL QUALIFICATIONS/ PROPOSAL"*

*"Request for Proposal
Las Virgenes Creek Restoration Project – Phase II
COST PROPOSAL"*

All proposals shall become the property of the City of Calabasas and shall be made available for public inspection after an award is made and/or all proposals are rejected.

IV.A. Proposal Requirements

The proposal shall include the following:

- a) Understanding Scope of Services: Please describe your understanding of the services to be performed and/or the product to be provided.
- b) Methodology and work plan: Please provide a brief description of the proposed work program and techniques to complete the scope of services. The work program should demonstrate your firm's ability to conduct these services in a professional and efficient manner.



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- c) Experience and Qualification of Firm: Please list similar services successfully accomplished within the last Five (5) years.
- d) Key Personnel: Please provide the names and qualifications of the key personnel assigned for this contract, including identification of any proposed subconsultant(s).
- e) References: Provide a list of references from the past and current clients within the last Five (5) years.

IV.B. Fee Proposal

No cost proposals shall be reviewed prior to the evaluation of the technical qualifications proposals and oral interviews. Once final recommendation has been made, negotiations on price shall ensue. In the event no agreement can be reached on price, the City reserves the right to begin negotiations with all eligible proposers. The fee proposal is considered a criteria, but is not the sole factor in the selection process.

The Consultant's fee proposal shall contain the following:

- a) The fee proposal shall be submitted for the consultant services outlined in the scope of work.
- b) The basis of payment for the services provided under this agreement shall be a maximum not-to-exceed fee.
- c) The fee proposal shall be identified for each phase of work.
- d) The consultant shall submit a breakdown of the anticipated costs by task.
- e) Indicate the number of staff hours and hourly rates.
- f) Include all materials and equipment costs that shall be necessary in completing this project.

IV.C. Contract Terms

No agreement shall be binding upon the City until a Professional Services Agreement is completely executed by the Consultant, City Council, and approved by the City Attorney. Failure to execute and return the contract agreement and acceptable insurance documentations in a timely manner may be just cause for the City to rescind the contract offer.

A copy of the Professional Services Agreement is attached as Exhibit A. Potential consultants are expected to read sign City standard consultant agreement without modifications.

The Consultant shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultants, its agent, representatives, employees, or sub-consultants.



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

Consultants shall also require all of its sub-consultants and/or sub-contractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are outlined in the Professional Services Agreement.

IV.D. Conflict of Interest

It shall be the duty of the Consultant to comply with all applicable State and Federal laws relating to prohibited conflicts of interest. As part of its response to this RFP, the Consultant shall disclose in writing any financial, business, employment or other relationships with the City or with any of its officers, employees, or agents that are or were in existence during the twelve (12) calendar months immediately preceding, and including, the date the Consultant's response to the RFP is filed. In addition, the Consultant shall disclose in writing any financial, business, employment or other relationships with any consultant or engineer who may have a financial interest in securing design and/or construction contracts for the project. The Consultant shall have a continuing obligation to keep the foregoing disclosures current and up-to-date during the term of this contract, and the Consultant's failure to timely disclose the existence of such a relationship shall be grounds for immediate termination of the contract.

IV.E. Permits and Local Licenses

The Consultant shall obtain and pay for a business registration as necessitated for doing work within the City of Calabasas. Valid licensure shall be in place for the life of the contract as stipulated in the executed Professional Services Agreement.

IV.F. Selection Procedure

The following is an outline of the procedures the City shall use in the selection process:

- a) A Selection Committee will be formed comprising of City personnel and, if the City chooses, other agency personnel.
- b) The Selection Committee will review and evaluate the proposals submitted by the prospective consultants.
- c) The Selection Committee will evaluate, rate, and rank the firms based on completeness of the proposal, and makes a final recommendation.
- d) Negotiations shall take place with the primary firm on the final scope of work, contract, and proposal price.

IV.G. Ranking

The Selection Committee shall evaluate, rate and rank the proposals based on the following criteria:



REQUEST FOR PROPOSALS TO PREPARE PS&E
Las Virgenes Creek Restoration Project – Phase II

- a) Responsiveness to the terms, conditions, and items of performance. (10 pts.)
- b) Presentation, completeness, and thoroughness of the proposal. (20 pts.)
- c) Grasp of the scope and services to be performed. (20 pts.)
- d) Innovative design alternatives. (5 pts.)
- e) Qualification and experience of key personnel. (20 pts.)
- f) Firm's related experience with this type of work. (15 pts.)
- g) Approach to performing work (10 pts.)

Proposal Evaluation (Total Points Possible = 100 pts.)

IV.H. Rejections

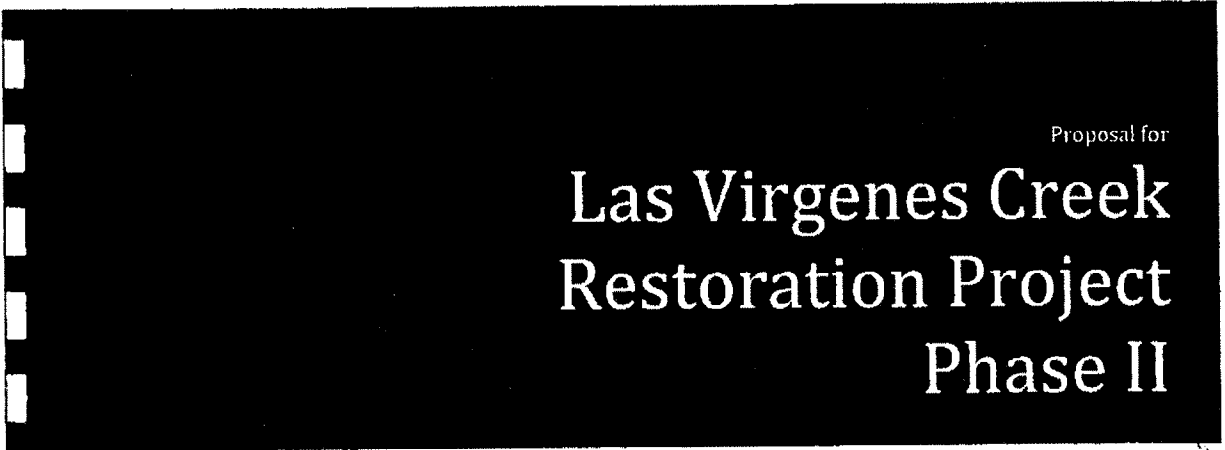
All proposals shall be reviewed to determine conformance with the RFP requirements. Any proposal that the City deems incomplete, conditional, or non-responsive to the requirements of the RFP may be rejected. The City reserves the right to reject any and all proposals as well.

IV.I Time Schedule for RFP

- | | |
|---|---------------|
| a) Solicit for proposals | May 12, 2015 |
| b) Last day for inquires | June 3, 2015 |
| c) Proposal deadline | June 5, 2015 |
| d) Complete review, rank proposals:
Determine preferred consultant | June 8, 2015 |
| e) Negotiations | June 10, 2015 |
| f) Award contract | June 24, 2015 |

Dates are subject to change at City's discretion.

Exhibit B





Submitted by:
Questa Engineering Corporation

In Association with:
Rincon Consultants, Inc.

June 5, 2015



Initials: (City)  (Consultant) 



June 4, 2015

City of Calabasas – Public Works Department
100 Civic Center Way
Calabasas, CA 91302,
Attention: Alex Farassati, Project Manager

Subject: Proposal for Las Virgenes Creek Restoration Project -Phase II



Dear Mr. Farassati:

Questa Engineering Corporation is pleased to submit this proposal for Phase II of the Las Virgenes Creek Restoration Project. We are very familiar with this area, having assisted the City in completing the Phase I planning and design work, and more recently assisting the City with the Phase II Concept Plan. We have teamed with Rincon Consultants for biological and cultural resource assessments, wetland delineation, permit applications, and CEQA IS/MND preparation. We have a long history of successfully teaming with Rincon on similar creek restoration and public access projects.

Questa is a small civil, environmental, and water resources engineering consulting firm, established in 1982. Questa has an extensive amount of experience working for City and County governments throughout California designing flood control, stream restoration, biotechnical streambank stabilization and habitat enhancement projects. We also have extensive experience in public access and trail planning and design including open space and creekside trail projects. Our specialties include urban stream restoration and enhancement, flood control, watershed management, storm water and water quality management, biotechnical erosion control, slope stabilization, and fish passage barrier removal. Our team of hydrologists, geomorphologists, geologists, landscape architects, and design engineers has worked closely together on many difficult and challenging sites over the last several years. We have completed well over 50 stream-related projects over the last dozen years, including channel reconstruction, culvert daylighting, flood control, floodplain reconnection, and levee removal. In addition, we have completed well over 30 trail planning and design projects over the same time period. Our restoration projects utilize the latest technologies in channel design with a specific emphasis on flood control, biotechnical approaches, and low maintenance. Our design projects fully meet the needs of the community and the environment and represent the state of the art of urban creek restoration. Our trail planning and design experience is also comprehensive and includes single and multi-use trails along challenging alignments.

As mentioned above, in 2007 Questa completed the design and implementation Phase I of the Las Virgenes Creek Restoration Project. Our design effort started in 2004, however prior to Questa's involvement several attempts had been made at restoration. The previous design alternatives were not forward thinking and had created a divide between flood control engineers and local watershed advocacy stakeholders. Questa proposed and implemented a rational scope of work that started with analysis of the design conditions and constraints. We provided quantitative analysis that demonstrated the erosional forces at work in the channel as well as the different types of stabilization strategies that could be used in these conditions. From that detailed analysis of the stream system we able match restoration and bank stabilization techniques that balanced the need for flood control, infrastructure protection and public safety with habitat restoration, public access and education. Questa in

Box 70356, 1220 Brickyard Cove Rd. Suite 206 Pt. Richmond, CA 94807 T: 510/236.6114 F: 510/236.2423 E: Questa@QuestaEC.com

Initials: (City)  (Consultant) 

Page 2
City of Calabasas
June 4, 2015

partnership with the City of Calabasas worked hard to meet all of the multiple objectives for the project, in an environment filled with skeptics and naysayers. The project is now well established and stands out as an example of how these types of projects can be designed and implemented.


The Questa Team will bring the full breadth of this experience and expertise to Phase II of the project. We understand the issues that need to be addressed and have proven that our planning concepts, environmental review, permitting strategies, and design strategies work to address common restoration and trail issues.

As Principals of Questa, we are authorized to bind the company to this proposal. We guarantee that key personnel, or equally qualified replacements, will be committed to perform the required tasks throughout the duration of the contract. I certify that we are not debarred, suspended, or otherwise excluded from participating in this project and certify that they are not on the Comptroller General's list of in-eligible companies. Should you have any questions regarding Questa or this proposal, please contact Jeff at (510) 236-6114, ext. 206, jpeters@questaec.com, or Syd at ext. 220, stemple@questaec.com.

Sincerely,





Jeffrey H. Peters
Principal-in-Charge



Sydney A. Temple, PE
Principal/Lead Engineer

Ref: 1500058L1

Initials: (City)  (Consultant) 

Proposal for

Las Virgenes Creek Restoration Project Phase II

Submitted to:

City of Calabasas - Public Works Department
100 Civic Center Way, Calabasas, CA 91302,
Attention: Alex Farassati, Project Manager
E-mail: afarassati@Cityofcalabasas.com

Submitted by:

Questa Engineering Corporation
Sydney Temple, P.E., Principal
1220 Brickyard Cove Road, Suite 206
Point Richmond, California 94801
Tel: 510.236.6114, ext. 220
Fax: 510.236.2423
E-mail: STemple@questaec.com

www.questaec.com

In Association with:

Rincon Consultants, Inc.

Questa Project No. 1500058

June 5, 2015

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Understanding Scope of Services

There are two general objectives for the project:

- 1) The priority objective is to restore creek and riparian corridor, erosion and sediment control, and biotechnical slope and bank stabilization of unstable creek slopes and gullies, fish habitat enhancement, and environmental education. This will include debris removal, fish passage barrier modifications downstream of Meadow Creek Lane, thinning and pruning of hazardous vegetation and removal of non-native invasive species, replanting with native riparian species to establish a diverse canopy of native vegetation to enhance habitat value.
- 2) The secondary objective is to provide public access trails and develop a public stewardship role, including completion of a trail network within the creek corridor and future connections to the north and south to Juan Bautista de Anza Park and the Santa Monica Mountains National Recreation Area, and to enhance environmental education about the creek ecosystem.

Questa has recent, direct experience and success with projects that combine these objectives, including Phase I of the Las Virgenes Creek project. Our previous work on Phase I of the Las Virgenes Creek project entailed removing an existing concrete channel and extending the riparian zone upstream. Extensive channel reconstruction and planting plans were prepared. The design had to address issues that included flood control capacity, utility protection, preparing vegetation management plans, and providing public access. The project involved stakeholders such as LA County Flood Control, FEMA, and the Las Virgenes Water District.

Using the knowledge and experience gained from our previous work on this creek, including helping with the Phase II Concept Plan, and other nearby urban restoration projects, we believe have an excellent handle on the Phase II approach. We envision the restoration effort will complement recreational uses and provide new public access opportunities. In order to bring these concepts to reality, Questa has assembled a team of experts in urban stream restoration design, public access planning and design, and environmental compliance.

The Scope of Work has been divided into six primary tasks:

1. Technical Studies
2. Plans, Specifications & Estimates
3. Permitting and Environmental Documentation
4. Public Workshops
5. Construction Bid Package
6. Construction Support Phase

This initial project phase includes development all of the baseline project site information to be used to proceed from concept to final design. This task starts with opening and establishing lines of communication at an initial kickoff meeting. Existing detailed information is exchanged and a final project schedule is mapped out. Existing information on key components such as creek hydrology, geotechnical information, existing easements and right-of ways are compiled and will be used to determine the scope of more detailed onsite investigations, including biological and cultural resources and jurisdictional wetland delineation. We will also conduct a geotechnical investigation to determine subsurface conditions, along with completing a detailed hydrologic/hydraulic analysis building on the Phase I models we developed. This information will be compiled, analyzed and summarized in a Site Conditions and Constraints Technical Memorandum. This memorandum is intended to provide a clear picture of site conditions and the important design issues that will need to be

addressed. Once site constraints and options are determined, the next step is the formulation of project restoration and public access alternatives to be evaluated, building on the initial Concept Plan and coordination with the City and other stakeholders, refined and further developed into the 30% Plans.

Task 3: Final Design and Construction Preparation

This phase consists of incorporating the stakeholder process by developing the Plans based on Task 1 data and public/stakeholder input (Task 4). We will also seek out regulatory input on the 30% design through the permit process, and complete the environmental review. These steps are taken at this stage so that a general project consensus is attained among all decision-making parties before detailed engineering is initiated and construction plans are prepared. Many of the tasks outlined in this phase occur simultaneously. Following consensus approval we will utilize the concept plan and submit state and federal permit applications (Task 3a). This allows for these agencies to officially review the design and comment allowing for continued project refinement. One important entity will be the County of Los Angeles and their review of the hydraulics of the proposed channel restoration. Once initial comments are received, an amended Concept Plan can then be developed and subsequently used to guide the final project description, complete the CEQA review and permitting process and initiate work on PS&Es (Task 2).

We anticipate that an Initial Study and Mitigated Negative Declaration (Task 3b) can be used to meet CEQA compliance requirements. CEQA certification is required for many state permits. The final goal of Task 3b is to develop a final project description that has multiple agency buy-in, is feasible to construct, and is ready to be permitted and/or has permit applications pending. The next step is to prepare the final documents for construction, including detailed plans and specifications that will be required to publicly bid and construct the project. This phase will be initiated after the final project description has been accepted and, can run concurrently with final permitting.

Task 4: Construction Support

In this phase, we assist in the contractor selection process and provide the construction period support necessary to ensure that the final project is constructed as designed.

Methodology and Work Plan

Task 1: Studies

Task 1.1: Initial Site Investigation

Questa will start the project by scheduling and attending a kick-off meeting at the City to discuss the roles of team personnel, update the schedule, and plan for field entry to the site. Questa will apply for and obtain any County of Los Angeles encroachment permits necessary for the field investigations. After the kick off meeting, Questa will assemble any existing background information on site history, biology, hydrology, geology, and geomorphology, including available historic maps and air photos. This information will include all relevant biologic studies, archaeological data, structural information on the existing structures, hydrologic information, and any available prior hydraulic models. This may include data from the County of Los Angeles and City of Calabasas, including topographic data, hydrology, hydraulics, geotechnical, etc.

Questa will also develop a monthly progress report format for City. These reports will be used to update the City on work progress to date, work to be accomplished in the next period, and potential technical problems and their resolution. At a minimum the reports will contain 1) a summary of work completed during the previous

month, 2) discussion of any significant problems encountered, 3) total effort expended by task, and 4) percent of project completed.

We will develop a Microsoft Project Schedule detailing milestones, key meeting dates, interdependence among tasks, and deliverables. Project scheduling and time management will employ a critical flow path methodology. We will also utilize our Project Manager PC-based management system, which provides reports of labor use by work task and allows comparison of work completion (%) with project estimates.

Questa will develop and conduct a geotechnical exploration program to determine surface and subsurface conditions, soil depth, depth to groundwater and other important geotechnical analysis, including pertinent geotechnical testing. This will include necessary geotechnical testing, evaluation of trail alignment soil conditions, bank/slope stability and erosion issues and development of design recommendations for pavement design, compaction of fill or localized slope stabilization, and foundation requirements. We will investigate drainage and cut slope seepage and erosion issues, assess bank stability improvement opportunities and provide recommendations for flood protection or flood mitigation associated with potential creek crossings. Currently, we envision that the geotechnical investigation will primarily consist of evaluating Phase I and other nearby geotechnical boreholes, supplemented by field mapping and observations, and obtaining subsurface information using hand tools (shovel, auger, Triggs wildcat cone penetrometer). The Geotechnical Report will be included in the Site Conditions Technical Memorandum. In addition to review of available data, we envision drilling three 25-foot-deep boreholes west of the creek to determine the depth and lateral extent of bedrock.

The following will build on information already in our files from our previous work on the Las Virgenes Creek Project.

Hydrologic Analysis: Questa will research and develop information on creek flow for 2-year, 10-year, 50-year and 100-year recurrence interval flows using both LA County and FEMA flow numbers. Questa will also field survey bankfull channel geometry and use field indicators to determine average annual high flows in the naturalized portion of the creek downstream. Larger flows will be analyzed so that flood conditions can be quantified and compared during the alternatives analysis phase of the project. Hydrologic information may be developed from County information, and/or regional regression equations. This Scope of Work does not anticipate the need for extensive hydrologic modeling.

Hydraulic Analysis: A HEC-RAS hydraulic model will be constructed to quantify the capacity of the existing channel. The model will be used to estimate channel velocities, shear stresses, bed scour depths, and water depths for various flow events using the base topographic map and field-surveyed cross sections. The existing performance of the project site is important because any proposed project will be judged against the baseline hydraulics of the system. A summary of this analysis will be compiled into a Hydrology and Hydraulics (H&H) section of the Site Conditions Technical Memorandum, which will contain a description of the modeling methodology, discharge tables, model cross section, and model summary printouts. General low-flow and flood-flow water surface profiles will be presented. This model will subsequently be used to evaluate the performance of the channel restoration and bank protection design features. Digital copies of the models will be made available.

Stream Geomorphic Characterization: A geomorphic analysis will be conducted to characterize physical and geomorphic features of the creek reach necessary for stable channel design. Issues to be investigated include

determining channel history and stability, examining reference reaches to determine natural bankfull channel dimensions and floodplain elevations, as well as the sediment transport and downstream scour or deposition. Specific subtasks to be completed include:

- Collecting and reviewing available information on geology/geomorphology for project vicinity, surveying creek banks above and below the project site.
- Completing a current longitudinal profile analysis of the creek to determine bed stability and the location of any anomalies, nick points, etc. The profile will be based on survey of the channel slope, along with field observations.
- Completing a sediment load evaluation. This will include upstream and bedload characterization. The analysis will focus on average bedload size and the frequency at which it becomes mobilized.

Led by Rincon Consultants, we will prepare a Biological Assessment Report for the purpose of identifying potential presence of special-status species, "fatal flaws" or items associated with biological resources that may cause an exceptional cost or significant project delays, and to establish baseline conditions for purposes of CEQA. Rincon will conduct a search and review of the California Natural Diversity Data Base (CNDDB), the Fish and Wildlife Service's Critical Habitat Portal, existing project information and existing environmental documents for projects nearby to determine if any recorded observations of special-status species are on or in the vicinity of the project site. We will then conduct a field reconnaissance to identify biological resources present, including mapping of species, habitats, and wetland resources. The Biological Assessment Report will include: 1) methodology of the study; 2) a summary of the available existing information and data used in the analysis; 3) results of the survey; 4) resources mapping and 5) recommendations.

Upon completion of 60% draft design plans and the project description, prior to submission of permit applications described below, Rincon will conduct a jurisdictional delineation of potential waters of the U.S. for the project area (within 25 feet upstream and downstream of proposed work zones) using the most current guidance provided by the regulatory/ resource agencies. The Ordinary High Water Mark (OHWM) will be delineated using existing hydrological and flood recurrence interval data in general accordance with the methods prescribed in *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (2008) and *Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (2010). Rincon will also delineate the limits of streambed/banks and associated riparian vegetation pursuant to the jurisdiction of California Department of Fish and Wildlife (formerly the California Department of Fish and Game) using aerial photo interpretation. Given the overall size of the project, field survey efforts will target areas proposed for disturbance and the remaining jurisdictional boundaries estimated using aerial interpretation and the existing hydrological and flow data.

The results of the jurisdictional delineation will be presented in a separate report suitable for submission as an attachment to permit applications/notifications. After completion of the Jurisdictional Delineation Report, we will prepare a Preliminary Jurisdictional Determination (PJD). PJDs are non-binding, written indications that there may be waters of the United States, including wetlands, on a parcel or indications of the approximate location(s) of waters of the United States or wetlands on a parcel. We assume only a PJD will be required for this project, but a final determination will be made after the US Army Corps of Engineers (USACE) provides concurrence with the results of the Jurisdictional Delineation Report.

Led by Rincon, we will conduct a cultural resources background study to consider the project's potential to impact cultural resources in accordance with the cultural resources requirements of CEQA. In addition, because a USACE 404 Permit may be required, the analysis would be performed per Section 106 of the National Historic Preservation Act (NHPA). Any project that requires permitting by a federal agency is considered a federal undertaking that must be conducted in accordance with Section 106. The cultural resources report will include a cultural resources records search, Native American scoping, and preparation of a technical memorandum.

Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the project area as well as a 1-mile radius around the project area-of-potential-effects (APE) at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The SCCIC search results will provide information regarding cultural resources studies previously conducted in the project vicinity and the nature and extent of cultural resources recorded within or near the project APE. Rincon assumes the records search will not cost more than \$500 in direct expenses from SCCIC. We will also contact the California Native American Heritage Commission (NAHC) for a Sacred Lands File (SLF) search to determine if any NAHC-listed Native American sacred lands are located within or near the project APE. Based on our experience on similar projects, we will not propose to send letters to Native American contacts provided by the NAHC. Instead, we will provide the SLF search results to USACE and assume that USACE will conduct government-to-government Native American consultation for the project. Upon completion of the SCCIC and SLF searches, we will prepare a brief cultural resources technical memorandum that describes the cultural resources within or near the project area and the potential for the project to impact/affect these resources. Please note that we are not currently proposing a pedestrian ground surface survey, and this memorandum will not constitute a Phase I survey report. We assume that one round of only minor revisions to the memorandum will be necessary as a result of USACE review. If the USACE or other regulatory body deems that a Phase I report should be prepared, we can perform that task for a scope and cost to be determined.

This task includes the preparation of a summary Technical memorandum on the results of the preceding tasks. It is intended provide a clear and concise summary of all of the existing site conditions that will influence restoration and trail alternative development and design.

- Updated Project Schedule
- Site Conditions and Constraints Technical Memorandum
- Preliminary Jurisdictional Determination
- Project Alternatives List

Task 2: Plans, Specifications and Estimates (PS&E)

After the baseline existing site conditions have been characterized, design alternatives, building on the Concept Plan, will be developed and evaluated. A list of alternatives will be prepared for review with the City and project stakeholders. This list will provide a brief description of each alternative, a planning level cost estimate, and a matrix table discussing pros and cons. The long-list alternatives will then be short-listed to focus on the most promising alternatives to be studied in more detail. This short list will include the alternatives to be presented in a draft concept plan, reports and analysis.

We will update the existing Conceptual Design at the 30% level, compiling all work completed in prior tasks, setting forth the existing conditions of the project site, presenting the project alternatives, and describing the preferred alternative. This draft report will take into account feedback from the outreach in Task 4. The goal of this report is to summarize the alternatives examined, describe the rationale for design, and further develop the most suitable restoration alternative.

The draft report will address each alternative separately, as needed. This will be presented in tabular and narrative form. Each alternative will be assigned a cost estimate so that project-financing issues can also be addressed. The conceptual alternative designs from this task will be shown graphically in plan view and cross section. A long profile will also be completed to show channel bed geometry relative to site conditions and adjacent structures. The final concept report will be amended after receiving comments on the draft report. This will conclude the first phase of the project. At this point in the project, a detailed concept will have been developed that represents the 30-percent design and is ready for permitting and environmental impact evaluation.

This task will proceed from the detailed 30% Design developed in the previous tasks. This task will include a demolition plan, detailed grading plan, elevations, profile views, cross sections, revegetation plan, trail and public access plan, water diversion plan, erosion control plan, construction details and structural features, and updated channel scour analysis (if necessary). Included in the 60% submittal will be landscape and general irrigation plans for the project area, including a native species plant list. We plan to use the Southern California American Public Works Association Greenbook for engineering design, and the US Forest Service and LA County Trail Handbooks for trail design.

We will develop the 60% PS&Es, as modified from City, stakeholder, and community inputs and agency permit conditions into 90% PS&Es, prepared to City standards, to be reviewed by City staff, including an in-person meeting to review comments. All of the requirements of Section III-B of the RFP will be included.

Concurrent with the 60%, 90% and 100% design development, Questa will refine the project cost estimates for various components of the project by estimating construction materials and labor. The estimate will be in the form of a completed bid sheet or schedule, showing quantities, unit prices, and totals for all items of work. The basis for any recommended lump sum bid items will also be provided. We will need to work closely with the expected project construction budget to keep the project within the budget goals. This may include (for instance) designating some work items as Add Alternates, as appropriate, based on the trail restoration and rehabilitation prioritization recommendations. It will also include an estimate for final design and construction administration costs, such as budgets for construction monitoring and observation.

Questa will prepare an SWPPP for use during construction of the project. The SWPPP shall comply with MS4 permit and General Construction permit requirements appropriate for the project.

The Final (100%) PS&Es will incorporate comments from City staff and any other agency review, and refinements based on our continued design efforts. We will prepare Bid Documents and Construction Specifications in

accordance with City and local standards and best engineering practices. These documents will be prepared as Construction Documents and shall provide clear design intent of the project as well as clear direction to the Contractor. These plans will include general notes, identification of the existing conditions and, resources to be protected, an overview and detailed sheets showing all project components, as well as all contract requirements (general provisions, technical specifications, bid instructions and bid sheets, etc.). A copy of all permits and approved CEQA review shall be attached to the Final Specifications as appendices.

Based on the Final Engineering Plans, we will update the preliminary cost estimate to ensure that the project is within the projected grant budget, while also providing options to the City for add alternate options, should they be needed or desired. The Bid Documents will allow for a meaningful cost comparison between the bidding contractors.

- 30% Design Drawings and Report
- SWPPP
- 60%, 90%, and 100% Design Drawings, Construction Specifications, and Cost Estimates, in electronic format and/or hard copies, as desired by the City. All final original sheets will be printed at 24" by 36" and stamped by our Lead Engineer, Sydney A. Temple, PE, or our Sr. Landscape Architect Margaret Henderson, CRLA.

Task 3: Permitting and Environmental Documentation

Rincon will work closely with Questa and the City to prepare the necessary regulatory permit application/notification packages. The subtasks for permitting assistance include preparation of the Section 404 Department of the Army Nationwide Permit (NWP), Section 401 Water Quality Certification (WQC), Section 1602 Streambed Alteration Agreement (SAA), Los Angeles County Department of Public Works Flood Permit and City of Calabasas application/notification packages. This task includes meetings with the regulatory agencies, review and negotiation of permit conditions, if necessary, to ensure that the permit conditions can be effectively implemented. We will provide the completed applications for City review and, upon approval; each application will be submitted by Rincon to the relevant agency. Our cost assumes that the City will pay all requisite filing fees. The permitting process typically requires 4 to 6 months and will be prepared concurrently with the necessary environmental document.

- Section 404 NWP - The specific permit to be utilized will be determined in coordination with Army Corps of Engineers (ACOE); however, we anticipate that NWP #27-Aquatic Habitat Restoration, Establishment, and Enhancement Activities, is the most applicable for this project.
- Section 401 WQC - The application will include all measures that will be employed to avoid and minimize water quality impacts.
- Section 1602 SAA - Given the proposed alteration of bed, bank, and channel, Rincon will prepare a notification package for submittal to the California Department of Fish and Wildlife (CDFW).

Task 4: Initial Study (IS) and Mitigated Negative Declaration (MND)

Based on our preliminary examination of the proposed project and direction given in the RFP, the appropriate document for CEQA compliance will be a Mitigated Negative Declaration (MND) supported by the technical analysis provided within an Initial Study (IS). As outlined below, this will involve preparation and public review of a Draft IS-MND, adoption of a Final IS-MND, and a Mitigation Monitoring and Reporting Program, as required by

CEQA. The assumption that an MND is appropriate is based on the anticipated finding that all project impacts can be mitigated to below a level of significance. Should the IS identify a potentially significant impact that cannot be mitigated, we would notify the City immediately and provide recommendations to ensure compliance with CEQA. The following is an outline of the work tasks required for preparing and processing the IS-MND.

Project Description: Working closely with City staff and Questa Engineering, Rincon will prepare a detailed Project Description for internal review. Organization of this information is critical, since the Project Description will form the basis for environmental evaluation under CEQA. The Project Description will provide project background, detailed description of the proposed restoration plan, proposed disturbance area, and a description of the construction timing and methodology. The lead agency, project proponent, project objectives, and required discretionary actions by the City and any responsible agencies will also be described. Up to 4 graphics will be created to help illustrate the project description, and will likely include: location and vicinity maps; site plans; and aerial photographs. We will submit an electronic copy of the Project Description to the City in PDF and/or Word format for review and comment.

Administrative Draft IS-MND: We will prepare an internal review or Administrative Draft IS-MND. Rincon will use the City's preferred format as updated with Appendix G of the *State CEQA Guidelines*. The Administrative Draft IS will address each of the environmental issue areas included in the CEQA environmental checklist form at a level of detail sufficient to allow the City to make determinations of significance. However, based on our experience with similar types of projects and preliminary knowledge of the site, we anticipate that the following issues will be the primary issues to be discussed:

- Air Quality (temporary construction)
- Biological Resources
- Greenhouse Gas Emissions (temporary construction)
- Hydrology/Water Quality
- Noise
- Transportation/Traffic
- Utilities/Service Systems

As appropriate, impacts will be quantified and compared to adopted thresholds of significance. In addition to potential negative impacts, *positive or beneficial* impacts associated with the proposed project will be described in detail. The IS-MND will utilize the Cultural Resources Technical Study to be prepared as part of the proposed Constraints Analysis. In addition, it is assumed that the proposed project would not generate 50 or more peak hour trips (AM or PM) during either construction or operation. Therefore, traffic impacts will be assessed qualitatively and a traffic technical study is not provided as part of this scope of work.

Any impacts identified during the Initial Study process shall be identified as significant or insignificant pursuant to the criteria of CEQA and the *State CEQA Guidelines*. Indirect or secondary impacts of the project shall also be discussed and mitigation measures recommended. Mitigation measures will be described in detail and will be specific to the project. We will submit an electronic copy of the Administrative Draft IS-MND or MND to the City in PDF and/or Word format for review and comment.

Publication of Draft IS-MND: After City review of the Administrative Draft IS-MND, we will revise the document, as needed, to reflect the City's comments. This task additionally involves the production, editorial work and communication processes anticipated to publish the Draft IS-MND for public review and comment.

Per the RFP, we will prepare appropriate notices and provide these to the City for circulation to the responsible agencies. This task includes preparation of a Notice of Intent to Adopt (NOI) for newspaper publication. Rincon will oversee the submittal of the IS-MND to the State Clearinghouse and prepare for posting a Notice of Intent to Adopt a Mitigated Negative Declaration with the County Clerk's office. Rincon will also provide 1 photo-ready copy and electronic versions of the Draft IS-MND optimized for web posting and public noticing. We assume that the City will be responsible for mailing the document to responsible agencies and for newspaper and other noticing required under CEQA. Rincon staff is available to manage all of these tasks as needed. Because the Draft IS-MND will be submitted to the State Clearinghouse, the Draft IS-MND will be circulated for a period of 30 days.

Response to Comments/Final IS-MND: Upon receipt of public comments on the Draft IS-MND, Rincon will prepare draft responses to comments for City review and prepare the Administrative Final IS-MND. Although CEQA does not technically require written responses to comments on MNDs, we recommend preparing written responses to show that comments have been considered, as required by CEQA. For purposes of this proposal, we have assumed not more than 10 comment letters requiring not more than 10 hours of professional time. We reserve the right to reexamine and renegotiate this task once the public review period is closed and the time required for this task is known with greater certainty.

We will provide one electronic copy of the Responses to Comments for City review. After City review of the draft responses to comments, we will print two copies, one bound and photo-ready, of the Final IS-MND and deliver them to the City. We will additionally prepare the final CEQA determination, as directed by the City, prior to adoption. Upon adoption of the MND, we will file a Notice of Determination (NOD) with the State Clearinghouse and the County Clerk's office. In accordance with the RFP, the City will be responsible for the filing fees, including the Fish and Game fee.

Mitigation Monitoring and Reporting Program (MMRP): We will prepare an MMRP in accordance with State law and City standard format requirements. The plan will include: implementation responsibility, timing, monitoring requirements, and standards for success. We will provide one photo-ready copy and one electronic copy of the mitigation monitoring and reporting program to the City.

Agency Coordination. Throughout the preparation of the IS-MND, we will coordinate with state, regional, and local agencies regarding their review and comments on the environmental document. State and regional agencies with likely interest in the process include: California Department of Fish and Wildlife and State Water Resources Control Board.

Deliverables for Task 3:

- All permit applications and supporting graphics
- CEQA documentation (Administrative Draft, Draft and Final IS/MND, Response to Comments)
- MMRP

Task 4: Public Workshops

The Questa team understands the fundamental importance of consensus building and that this project is important to City residents, as well as agencies, non-profits and the broader community at large. For that reason, we propose completing a multi-level outreach program to engage a broad demographic of the City of Calabasas, area residents, and key stakeholders. The results of the public workshops and other key stakeholder engagement efforts will be used to shape and refine the development of the design with the goal of gaining the support of key stakeholders. This will help to ensure that the process is thorough, inclusive, and responsive, and will assist and facilitate a decision by the County Board of Supervisors regarding moving ahead with the project.

Public Workshop #1 will be an interactive workshop that introduces the planning effort to the public, presenting the 30% design, defining project parameters, presenting goals/objectives and background information, and informing the community of project opportunities and constraints and solicit opinions from them. We will prepare meeting materials and handouts, such as a project Fact Sheet, meeting wall display maps and a PowerPoint presentation. We will make the presentation, which will include a discussion about the Goals of the project, key opportunities and constraints, and options/alternatives being considered. We will record and discuss some of the key opportunities and constraints that will drive the design for the creek restoration and trail. This includes concerns of the public (privacy, noise, crime, vandalism, property values), concerns of trail users (safety, access, pavement surface, linkages), concerns of the adjacent property owners (liability, safety, maintenance), and concerns of the public agencies (impacts on flooding and bank instability, operational interference, patrol, cost and maintenance responsibility, crossings, and environmental issues).

Public Workshop #2 will also be an interactive workshop that will use interactive displays, and maps to present the 60% design. We will use these tools and other methods to solicit community input on preferred alternatives and other design issues.

Once the site conditions and potential project alternatives have been determined, we believe it is excellent time to begin stakeholder outreach and initiate a design meeting with interested parties. We will be available to meet with stakeholders as needed. These meetings could be attended by Las Virgenes Water District personnel, City and County engineers, interested non-profits such as Heal the Bay and Santa Monica Mountain Trust. Including and building trust with the various stakeholders early on will be essential for timely approvals and the development of a doable implementation schedule.

Task 5: Construction Bid Package

We will attend the mandatory pre-bid meeting with the selected construction Contractor. We are available to assist with other pre-bid services such as conducting or assisting with meetings, including preparation of an agenda, maintaining planholder's list, bid addenda.

The Questa team will provide assistance to City of Calabasas on an as needed basis during construction bidding and implementation. As necessary, we are able to provide complete bid review services and develop bid tabulations. We will be able to develop bid summary information for City staff indicating the apparent low bidder and staff recommendations for selecting the lowest bidder. This will include answering contractor questions, drafting RFIs and Addenda as needed, and providing general support during construction bidding. We will provide the City with hard copies and electronic (MS Word) files for Draft Bidder Inquiry Responses.

- Attendance at pre-bid meeting
- Hard copies and electronic (MS Word) files for Draft Bidder Inquiry Responses and Addenda, as needed

Task 6: Construction Support Phase

Questa understands and would like emphasize the importance of the oversight of the construction phase of the project. We realize that overall responsibility will be the City; however, many stream restoration techniques that may be used in the project require a certain amount of expertise to ensure that they are installed correctly, in addition, changes to the trail alignment may be necessary. During the construction phase, Questa will work closely with the City and within the budget allotted to assist and advise the City in order to minimize construction conflicts and to expedite project completion. Questa will review and approve all specialty submittals and shop drawings.

We anticipate maintaining regular interaction with the Contractor and will be fully aware of all construction activities with periodic unannounced observations of all areas related to the project, on at least a weekly basis. These types of projects usually need close supervision at key points of construction. The key inspection points usually involve installation of rock scour protection, biotechnical bank stabilization, erosion control features, woody debris features and other special construction items that many contractors do not have extensive experience with. Questa personnel are able to train City inspectors and can be available by direct communication during construction hours.

We will attend the pre-construction meeting and public presentation to the City Council and Environmental Commission to answer questions and provide any needed clarification on the design.

We will expediently review submittals from the Contractor, including shop drawings, product data, and samples, and oversee the submittal process, including obtaining necessary approvals from the Design Engineer, City, and other entities. We will coordinate shop drawing reviews and Request for Information (RFIs), working to resolve any issues that may arise during construction. We will check accuracy, add information, and provide red-line drawings based on Contractor's furnished information. We will review false-work and shoring design and construction by Contractor.

We will evaluate and negotiate change order requests from the Contractor on behalf of and in close coordination with the City. We will review all Contractor requested change orders and identify the cause of the request and determine potential impacts on the Project schedule and budget. We will recommend the City either approve, request modification of, or reject such change orders and prepare documentation identifying the cost impact of the change and the reason for the change. Any disputes that arise from such changes will be documented and provided in correspondence to the City. If the City elects additional services by the Contractor, we will prepare the Request for Proposals and coordinate preparation of the Contract Change Order. We will maintain a log of all CCOs. If requested by City, Questa will prepare additional drawings and change order supporting documents. Any such additional drawings would constitute extra work; so prior approval from City would be required.

We will prepare an As-Built record drawing set based on the Contractor's red-line mark ups, showing the new easement. We will maintain a record of changes that occur during the construction phase and verify that the Contractor's red-lined plans reflect changes that occur during construction. We will verify thoroughness and accuracy of the Contractor's red-line mark-ups and coordinate submittal of those to the City.





- Pre-construction meeting attendance
- Review/approval of Submittals, RFIs and Shop Drawings
- Change Order processing
- As-Built Drawings

Experience and Qualifications

Firm Overviews

Questa is an award-winning civil, environmental, and water resources engineering and landscape architecture planning and design firm. Based in Richmond, Questa offers services to government and private sector clients throughout California. For over 30 years, we have implemented projects that successfully integrate ecological values, sustainable practices, and environmental restoration.



Resource Enhancement and Watershed Restoration: One of Questa's primary areas of technical specialization is the integration of applied fluvial geomorphology, surface water hydrology, and flood control analyses with practical civil engineered stream restoration and stormwater management strategies. Questa provides complete civil engineering design services, including in-house hydrological/hydraulic, structural, geotechnical/geological, biological, ecological, and landscape architectural support. We believe we are one of the leading civil engineering/landscape architecture firms in northern California that specialize in watershed management work. Questa is a pioneer in applying hydraulic, geomorphic, and geotechnical stability analysis to stream and floodplain restoration and biotechnical bank repair designs. Questa also has expertise in flood damage assessments, fish passage barrier removal, detention and retention facilities, surface runoff pollution control measures, wetland/vegetative treatment systems, reservoir design and operation, street, sidewalk and trail facilities, and land use hydrologic impact evaluation. Our civil design and engineering work ranges from feasibility studies and concept plans, environmental and permit assistance, through SWPPP preparation, final engineering design, bid assistance, and construction management. Since we have the in-house, experienced staff to take most projects from concept design through construction management, we believe we are especially cost-effective, timely, and efficient in completing assignments.

Public Access Facilities: We also have extensive experience in master planning, designing and overseeing implementation of park, trail and public access projects. We have completed numerous projects integrating public access with agency coordination, and public involvement in planning, permitting, and environmental review. Our projects include planning, design and construction support for urban projects, including plazas, roads, streets, sidewalks, municipal buildings, parks, bridges, foundations, boardwalks, overlooks, benches, site furnishings, landscape planting and irrigation, retaining walls, utilities, art and interpretive elements, signs, parking, and other public works facilities. In many projects, public discourse is a key component, and we use a community-based approach to solicit ideas, identify conflicts, and achieve consensus among stakeholders.

We enjoy projects that offer opportunities to guide appropriate land use and provide resource-based design strategies and focus on sustainable, low-impact design. We incorporate LEED and green design strategies into our projects to make them cost-effective, minimize engineering and design conflicts, and minimize environmental disturbance, to respect open space and conservation values. This includes locating trails in areas that will avoid sensitive resources, using materials that will allow cost-effective maintenance, incorporating

buffers and overlooks to improve visitor experience and minimize disturbance to neighbors, providing interpretive opportunities to guide appropriate visitor behavior, and using materials that fit the surroundings. Wherever practical, we use recycled materials, such as recycled wood, logs and composite, boulders, and native plantings. Our work typically incorporates features such as bioswales, erosion protection, native plant buffers and permeable paving to demonstrate low impact design.

Plans, Specifications and Cost Estimates: We routinely complete Plans, Specifications, and Cost Estimates (PS&Es) for our projects, using the latest version of AutoCAD. We often coordinate our engineering planning and design work with local flood control and water conservation districts, and have prepared many PS&Es for city and county public works/engineering departments following their Standard Plans and Specifications, as well as standards employed by Caltrans, the Corps, and, for biotechnical engineering projects, the US Department of Agriculture-National Resource Conservation Service.

Virtually all of Questa's planning and engineering design projects involve the preparation of an Engineer's Estimate of Probable Construction Costs. We pride ourselves on the fact that our cost estimates prepared at the feasibility level are solid and accurate. We have completed several trail projects recently where final construction costs were within 10% of our feasibility cost projections. This is important, as grant funding applications and programming costs are often based on cost projections developed at the feasibility/preliminary engineering stage.

Construction Management: We are skilled in providing bidding assistance and construction management as well as post-construction maintenance and monitoring. As experienced stream restoration design engineers, we routinely perform construction inspections and permit-required post-construction maintenance and monitoring for our projects. We take great pride in seeing our projects go from design to construction, and believe that working closely with clients and contractors is the best way to ensure overall high project quality. Our multi-disciplinary team is highly experienced in the evaluation of *real* implementation issues. Since we have extensive experience in both design and implementation, we know what it takes to bring a project through design, permitting, and construction. This involves interagency coordination, as well as close evaluation of environmental constraints, such as sensitive habitat, flooding and geologic hazards, right-of-way issues, visual concerns, agency regulations and safety considerations.

Rincon Consultants is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Rincon was established in 1994 and has grown to a firm of over 65 professionals located in seven offices throughout California (Ventura, San Luis Obispo, Monterey, Oakland, Riverside, Carlsbad, and Fresno). They provide services categorized into six core areas: Environmental Planning, Biological Resources Assessment and Regulatory Compliance, Water Resources, Environmental Site Assessment and Remediation, Sustainability Services, and Cultural Resources. Their skilled professionals have extensive on the job experience, and are formally trained to manage projects in water resources, urban, land use, and environmental planning; regulatory compliance; biological resource evaluation and habitat enhancement; soil evaluation and remediation; and related studies including problem-solving services in geology, hydrology, and waste management. These skills, coupled with technical knowledge, allow them to meet the budgetary and scheduling constraints inherent to each project. Their approach to projects is focused on well-designed solutions that respond to clients' specific needs in a cost-effective manner. They take pride in their profession and work products, ensuring that each client is satisfied with the selection of Rincon to serve their environmental consulting needs.



QUESTA ENGINEERING CORP.

**LAS VIRGENES CREEK RESTORATION AND TRAIL PLAN AND ENVIRONMENTAL REVIEW.
 PHASE I**

CLIENT: City of Calabasas Public Works Department

CONTACT: Alex Farassati, (818) 224-1680, afarassati@cityofcalabasas.com, 26135 Marean Road, Calabasas, CA 91302

KEY STAFF: S. Temple, PE (project manager), C. Wang, M. Henderson

DATES: 2003 - 2009

Costs: \$130,000 fees / Construction est. \$1 million

Questa completed the Restoration Plan for a 400-lineal-foot segment of the Las Virgenes Creek in the City of Calabasas that drains into Santa Monica Bay. The design objective was to provide natural habitat connectivity between the lower estuary and the open-space area and improve water quality, which was fragmented by a concrete-lined channel section. Services included hydraulic modeling and channel design, restoration planting and irrigation design, ADA public access to the low flow channel, site furnishings and transitions to adjacent street and sidewalks. The concrete lining was removed and replaced with softer materials to support native vegetation. Questa conducted all of the background research (geomorphic, hydrologic, hydraulic and geotechnical analysis) to develop the Restoration Plan, as well as prepared permit applications and coordinated services with the USACE, CDFG, and the RWQCB. Other key elements of the project were project outreach and coordination of the evolving project design with City and local stakeholders. The Santa Monica Bay Restoration Commission, Department of Water Resources, and California Coastal Conservancy were key stakeholders who served on the design review team. Questa prepared Plans, Specifications, and Construction Cost Estimates (PS&E). This project has won several awards from the APWA and ASCE.



MEDEA CREEK RESTORATION, CALABASAS, CALIFORNIA

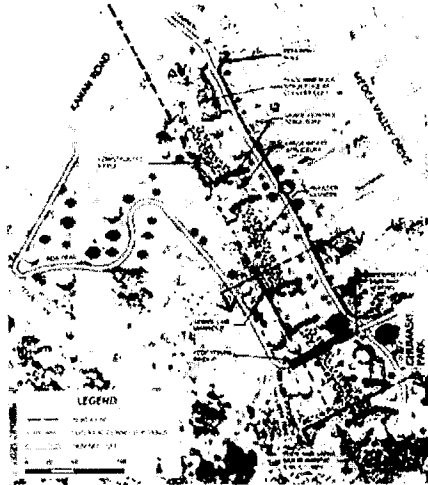
CLIENT:	City of Calabasas
CONTACT:	Kelly Fisher, Public Works Project Manager, (914) 597-7339, kfisher@ci.calabasas-hills.ca.us 30091 Ladyface Court, Calabasas, CA 91301
KEY STAFF:	S. Temple, PE (project manager), J. Peters, M. Henderson, ASLA, J. Monschke, PE, W. Hopkins, CEG, PG, O. Reyes, C. Lyle
DATES:	June 2013 - 2015
	Costs: \$160,640 fees / Construction TBD

Concrete Channel to be Removed



Questa recently completed design plans for this creek restoration project which will remove approximately 425 feet of concrete trapezoidal channel and replace it with a natural channel stabilized with riparian vegetation, boulders, and log structures. The project will include public access improvements to increase pedestrian connectivity between Chumash Park and Kanaan Road. Primary design issues include: 1) protection of a major trunk sewer line within the existing channel ROW; 2) geologic constraints related to channel removal and floodplain expansion due to underlying bedrock; 3) potential flood control impacts from revegetation and restoration.

Work includes site investigations and constraints analysis, hydrologic/hydraulic, geomorphic, and geologic analysis, alternatives evaluation, stakeholder coordination and permitting, preparation of construction Plans, Specifications, and Cost Estimates (PS&Es), and bidding and construction assistance. The project was recently bid and came in within 2% of the Engineer's Estimate.



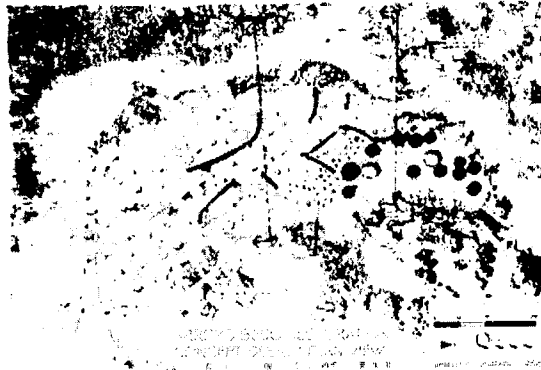
MEDEA CREEK RESTORATION
 PLAN VIEW



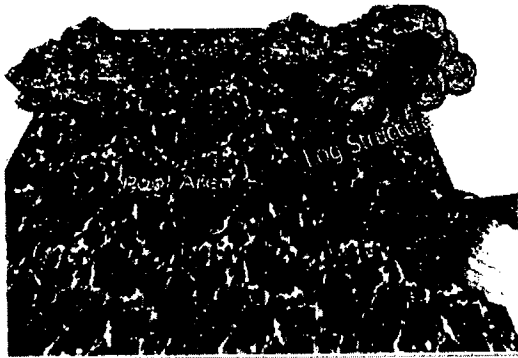
ARROYO SECO PUBLIC ACCESS AND RIPARIAN IMPROVEMENT PROJECT

CLIENT: City of Pasadena and Carollo Engineers
CONTACT: Inge Wiersema, PE, Regional Planning Manager, Carollo Engineers, 626-535-0180, IWiersema@carollo.com
199 S. Los Robles Avenue, Ste. 530, Pasadena, CA 91101
KEY STAFF: S. Temple, PE (Project Manager), J. Monschke M. Henderson, ASLA,
DATES: 2013 to present (on time) **Costs:** \$35,000 fees, (within budget)
\$350,000 construction

Questa is currently developing a restoration plan for the Lower Arroyo Seco Creek. The project is a 6-acre area of Arroyo Seco Canyon that has been extensively impacted by water supply operations and high erosive flows. Questa Engineering is working with Carollo Engineers and the City of Pasadena to remove historic water diversion structure and restore the native floodplain and vegetation to the area. Included in the plan are public access and educational elements.



The project site is located in very active geomorphic area. The upper portion of the Arroyo Seco watershed is steep and the stream is confined in a steep canyon. The creek carries a high natural sediment load. One of the primary driving forces for the restoration project is to improve habitat and streambed geometry while still working within a highly active system. Questa developed suitable channel geometry and added features that greatly increase the variability of habitats within the system. Features such as constructed woody debris jams and constriction features that are designed to utilize the stream's power and can dynamically adjust to channel conditions. Woody debris plays a key role in creating habitat heterogeneity in this type of riparian system. Questa developed design elements that center around woody debris clusters that are combined with boulder elements for anchoring.



Questa developed features are designed to evolve with the channel and direct its evolution to a sustainable riparian corridor. Along with structural elements, Questa developed a planting plan to aims to quickly reestablish a riparian forest that is comprised of a dense, multi-layered canopy directly connected to the fluvial geomorphic processes of the stream channel. The plan incorporates the use of the biodegradable erosion control elements and the use of innovative planting techniques to attain restoration goals as quickly as possible.

CASTRO VALLEY CREEK DAYLIGHTING, RESTORATION, AND PUBLIC ACCESS

CLIENT: Alameda County Flood Control & Water Conservation District
CONTACT: Mr. Hank Ackerman, Tel: (510) 760-5553 / Fax: (510) 670-5262
 E-mail: hank@acpwa.org, 399 Elmhurst Street, Hayward, CA 94544
KEY STAFF: S. Temple, PE, Principal-in-Charge, Proj. Mgr., M. Henderson, ASLA, Landscape Architect, J. Peters, Principal, M. Woll & M. Feliciano Landscape/Pathway Construction
DATES: Aug. 2006 - Oct. 2011 **COSTS:** \$168,000 fees / est. \$900,000 construction



Castro Valley Creek restoration involved removal of an underground 300-foot culvert and "daylighting" this section into a more natural channel. This restoration of the urban stream created new habitat for birds and riparian wildlife, provides flood protection for the adjacent new Castro Valley Library and Castro Valley neighborhoods, and incorporates art and education in an urban setting. The natural design helps improve water quality by slowing and filtering the flow of water. This site has become a scenic destination and educational community center and increases access to public transportation and the town's commercial area. The project won an ABAG Growing Smarter Together sustainability award in 2011 for preserving and protecting the environment. Questa's services included design and permit assistance for the

1,000-foot creek reach adjacent to the Castro Valley Library, with 300 feet of creek daylighting, bank and creek bed stabilization, native plants, irrigation system, permeable paths, site furnishings, educational and interpretive exhibits, custom art, construction assistance, landscape installation and maintenance. The project demonstrates site sustainability and reuse, with a new pedestrian bridge made from a converted railroad flat car. The bridge connects the library to the opposite side of the creek where children play at a new playground and learn about nature and science at a creekside amphitheater. With site constraints and a channel gradient of nearly 2.5%, creative design was needed to meet the project's creek daylighting and restoration goals. The design incorporates biotechnical bank stabilization and uses a series of rock boulder step pools leading into a new headwall and wing wall assembly. Questa's design work included hydraulic design of the channel, development of construction plans and details for construction of the step pool sequence from the culvert headwall and wing walls, daylighting to the existing channel, engineer's estimate, design and implementation assistance using native riparian trees, shrubs, and grasses, public access components, site furnishings, habitat features, and art coordination. Questa also provides ongoing permit compliance, implementation and management of the site, including planting and irrigation, permeable path, and Bay-Friendly landscape components.



TALLANT ROAD FISH PASSAGE IMPROVEMENT PROJECT, SANTA BARBARA, CA

CLIENT: City of Santa Barbara Creeks Division

CONTACT: George Johnson, Creeks Supervisor, (805) 897-1958, gjohnson@santabarbaraCA.gov
620 Laguna Street, Santa Barbara, CA 93101

KEY STAFF: S. Temple, PE (Project Manager), C. Wang, PE, A. Fulton

DATES: 2009-present

COSTS: \$60,000 fees / \$1,000,000+ construction

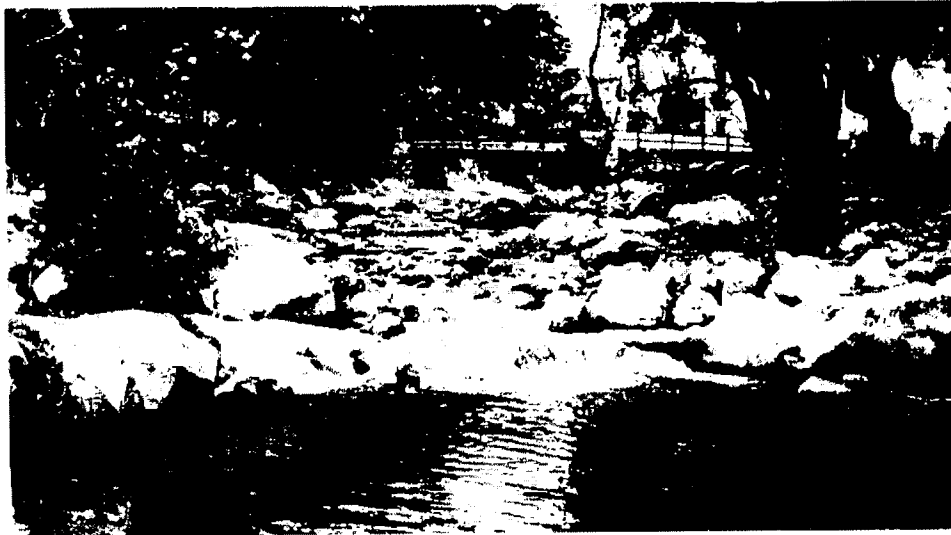
Questa designed a fish passage improvement project at the Tallant Road Bridge in Oak Park on Mission Creek. At this site, the barrier consisted of a sloping concrete apron that was constructed to prevent channel bed scour beneath the



footings of the bridge. The apron presented an almost impassible barrier to fish for jumping and swimming. The downstream bed of the creek had degraded, leaving the structure perched. The project removed the concrete apron and reconstructed the channel bed downstream to create a stable and passable transition to the channel above Tallant Road. The channel reconstruction created a series of three pools and chutes leading to a new concrete notch constructed under the bridge, which contains two concrete sills/baffles to increase water depth and reduce flow velocities. Questa prepared a hydrologic and hydraulic design report demonstrating



that the proposed project would meet California Department of Fish and Game (CDFG) and National Marine Fisheries Services (NMFS) guidelines for salmonid passage at structures.



OJAI VALLEY TRAIL PEDESTRIAN/BICYCLE BRIDGE AT SAN ANTONIO CREEK

CLIENT: Ventura County Parks and Recreation Department
CONTACT: Theresa Lubin, Manager, Maintenance & Operations, Ventura County Parks Department
(805) 654-3968, Theresa.Lubin@ventura.org
11201 Riverbank Drive, Suite A1, Ventura, CA 93004
KEY STAFF: S. Temple, PE, J. Peters, J. Martin, PE, W. Hopkins, CEC, A. Fulton, M. Harris, PG
DATES: 2010 - 2012 **Cost:** Fees \$122,000 / Construction est. \$500,000



The Ojai Valley Trail crosses San Antonio Creek approximately a quarter mile north of the community of Casitas Springs in Ventura County. The existing crossing, a reinforced concrete culvert with four barrels, was designed to pass low flows with larger flows going over the top, through a saddle in the paved trail. This facility had not functioned well, requiring frequent maintenance and creating safety concerns for users of the trail, as well as a fish passage barrier. In the winter of 2005/2006 the Ventura River adjusted its course and began eroding portions of the trail and crossing.

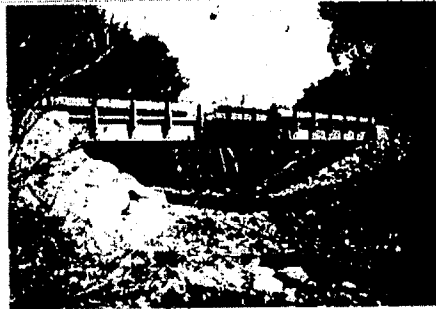
Questa prepared engineering designs for a new bridge crossing. The 480-foot-long bridge is multiple span and includes six structural/abutment features. Questa's work included review of site history, hydrology/hydraulics, biology, geology, and geomorphology, base map coordination, geotechnical analysis, and preparation of Plans, Specifications, and Cost Estimate (PS&E). The bridge was constructed in 2012.



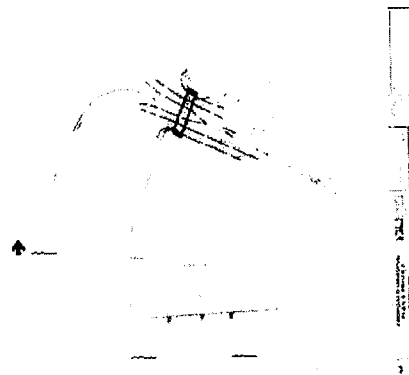
CARPINTERIA CREEK FISH PASSAGE PROJECTS
COMMUNITY ENVIRONMENTAL CENTER, SANTA BARBARA

CLIENT: The Community Environmental Council / South Coast Habitat Restoration
CONTACT: Mauricio Gomez, Director, South Coast Habitat Restoration, (805) 729-8787, mgomez@schabitatrestoration.org
KEY STAFF: S. Temple, P.E., S. Hsieh, P.E., and C. Wang, P.E.
DATES: 2006-present (on schedule) **COSTS:** Fees \$70,000 (within budget) / Construction \$1.2 million

Three low-flow crossings on Carpinteria Creek in Santa Barbara County were barriers to fish passage. These low-flow Arizona Crossings had become perched over time as channel incision has occurred. The objectives for these projects were to 1) provide a year-round, all-weather bridge to accommodate vehicles; and 2) facilitate the re-establishment of fish movement through the project area.



At the Cate School crossing, the project goal was to remove the fish passage barrier and find cost-effective ways to stabilize approximately 300 feet of vertical creek bank on the Cate School property. The project site reach is approximately 1,100 feet long. Questa provided engineering design and permitting and construction oversight. The Bliss Crossing was an 80-foot bridge replacement for a dangerous ford. Both projects were constructed in 2009. The third project, the Pinkham crossing at 60 feet, is currently under construction and nearing completion. On the Pinkham project, Questa constructed inter active 3-dimensional models of the bridge replacement.



AGOURA HILLS RECREATION CENTER TRAILHEAD PLANNING, PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES

CLIENT: City of Calabasas

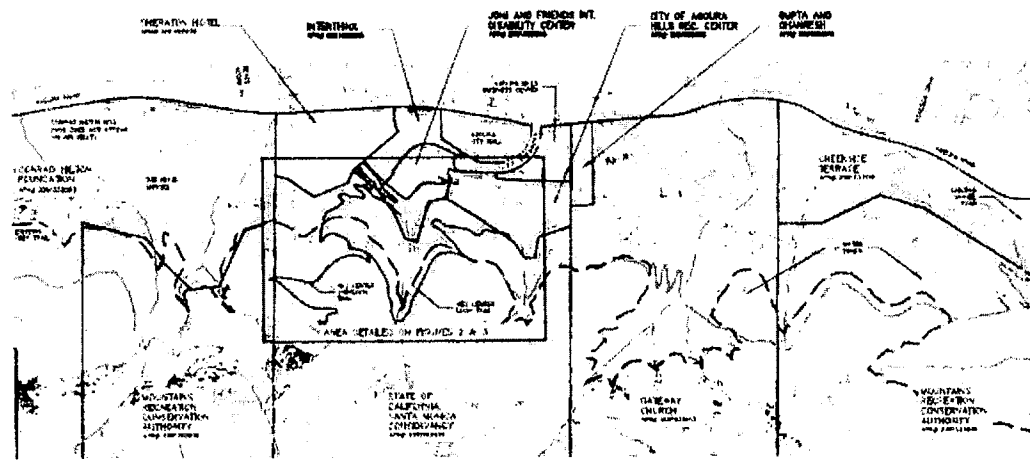
CONTACT: Louis A. Celaya, Deputy City Manager, (818) 597-7314, lcelaya@ci.agoura-hills.ca.us
30001 Ladyface Court, Calabasas, CA 91301

KEY STAFF: J. Peters, M. Henderson, ASLA, O. Reyes, T. Hawbaker

DATES: 2013-present

Costs: \$35,000 in fees

Questa provided professional trail planning, preliminary engineering design and environmental services, including surveying and base map compilation, completion of an opportunities and constraints analysis, identification of existing/constructed and proposed trails within the greater project area, trail alternatives screening and selection of feasible trail alignments and connections, and environmental work to identify CEQA and permitting issues and scopes. The work also included preliminary design and development of an estimate of the probable costs to prepare a final design and construct the project, including environmental clearance. The Trail Study will assist the City in finalizing a conceptual design for trail system that will connect to a new recreational trail behind the Recreation Center.



Initials: (City) PC (Consultant) JP

CALIFORNIA STATE UNIVERSITY, CHANNEL ISLANDS BIOLOGICAL AND WETLAND ASSESSMENT, 404/401 PERMITTING, RIPARIAN AND WETLAND HABITAT MITIGATION AND MONITORING PLAN PREPARATION AND IMPLEMENTATION, AND CONSTRUCTION MONITORING

CLIENT: California State University
CONTACT: David Rosso, California State University, (562) 951-4120
KEY STAFF: Stephen Svete, Duane Vander Phym
DATES: 2002-present **COSTS:** \$125,000



Rincon's biological team has been involved in multiple studies since 1998 in aiding the California State University system with establishing a new campus while maintaining environmental resource values. Biological work has included preliminary studies that identified the location of endangered and threatened plants for the purposes of CEQA documentation, followed by a detailed identification of wetlands and jurisdictional waters within the 640-acre campus. After these important resource areas were identified, Rincon worked closely with the appropriate resource protection agencies to develop mitigation programs and to secure necessary programmatic, long term

404/401 permits and Streambed Alteration Agreements (1600s) to provide for full buildout of the campus. Rincon developed and monitored the installation of wetland/waters mitigation areas that were successfully completed and accepted after the five-year monitoring period. Components of the mitigation plan were focused on removing an old rock and cement lined flood control channel and "softening" the channel with a palette of native riparian and coastal scrub species. Another important component was the creation of a three-acre wetland/vernal pool area that was seeded and planted with container stock. These new resource areas provided the campus with an ongoing "mitigation bank" against which future project impacts could be applied. As the campus has continued to grow, Rincon has provided additional wetland delineation and protocol least Bell's vireo surveys for further campus land acquisitions. Rincon is currently providing ongoing biological construction monitoring for stream alterations associated with the construction of new road bridges, and the construction of additional wetland mitigation areas.

"Rincon has provided EIRs and environmental guidance for the campus since it opened as a university in 1998. They have consistently provided top notch professionals to our projects in a wide variety of specialties. Their documentation is both extensive, accurate, and well written. They have successfully negotiated on our behalf with state and federal authorities."

-Alan Paul, California State University, Channel Islands



CEQA COMPLIANCE, REGULATORY PERMITTING AND ENVIRONMENTAL CONSTRUCTION
MONITORING: LINE 1228 - BOLSA CHICA LOWLANDS PIPELINE RELOCATION

CLIENT: California State Lands Commission / Southern Calif. Gas Company

CONTACT: Eric Gillies (SLC), (916) 574-1897
Brian Rheinhard (SCG), (213) 244-5274

KEY STAFF:

DATES: 2003-2004

Costs: \$150,000



Rincon Consultants conducted the construction monitoring and reporting phase of this important part of the Bolsa Chica Wetlands Restoration project, in Long Beach, California. Our initial tasks included completing the CEQA documentation process under contract to the California State Lands Commission. In addition, Rincon completed biological and cultural resources surveys, jurisdictional drainage and wetland permit compliance, agency negotiations, and mitigation construction monitoring for the relocation of natural gas pipeline 1228 in the Bolsa Chica Wetlands. Specific tasks included surveys for special-status species (Belding's Savannah sparrow, snowy plover, rare plants); preparation of USACE Section 404 permit, RWQCB Section 401 Certification, CDFG

Section 1600 *et seq* Streambed Alteration Agreement, and CCC Coastal Development Permit application; preparation of an Initial Study/Mitigated Negative Declaration under CEQA, pre-construction surveys, construction monitoring, and mitigation monitoring. Due to the high visibility of this project, close coordination with multiple agencies over the duration of the project was required: California State Lands Commission, California Coastal Commission, U.S. Army Corps of Engineers, California Department of Fish and Game, U.S. Fish and Wildlife Service, Santa Ana District Regional Water Quality Control Board, Orange County, Southern California Gas Company, and AERA Energy. Rincon was able to successfully negotiate with agency representatives to finalize mitigation strategies for highly sensitive and controversial onsite resources. Mitigation strategies included methods to avoid impacts to biological and water resources via Best Management Practices (BMPs), monitoring, and habitat restoration.



REJ

BR

WETLAND AREA MANAGEMENT PLAN FOR THE BAILEY WETLANDS

CLIENT: City of Lompoc



Rincon Consultants, Inc developed a management plan for Bailey Wetlands, an area of approximately 23 acres within Lompoc's city limits. The Bailey Wetland Management Plan provides information necessary to preserve the natural habitat associated with the Bailey Wetland Area. The Plan also analyzes potential impacts of existing and future development adjacent to this environmentally sensitive habitat, as well as annual maintenance and monitoring programs associated with sustaining this natural resource. Given past and proposed development around this natural feature, establishing protective measures and appropriate Best Management

Practices to ensure agricultural and potential construction activities, as well as increased human presence do not adversely affect this isolated ecosystem. As part of plan development, Rincon conducted focused surveys for rare plants, U.S. Fish and Wildlife Service protocol California red-legged frog surveys, other focused surveys for special-status aquatic species such as the southwest pond turtle and two-striped garter snake, and conducted a wetland delineation using Corps approved methodologies. Other important components of the Bailey Wetland Area Management Plan include detailed sections on biotechnical erosion control and habitat restoration and long-term monitoring.

Key Personnel

Questa Engineering Corporation

Time Dedication: Most of the key staff are expected to spend approximately 10 to 12 weeks where their major focus will be on this project over a 12-month period, representing on average around 15 to 20 percent of total workload for the Team. We recognize that key staff may need to devote nearly full time to the project for up to a two- or three-week period during several key deliverable stages. We have verified staff availability and can commit to completion of this project with a quality work product within this timeline.

Following are descriptions of key personnel qualifications. All Principal and senior staff were also involved in Phase I of the Las Virgenes Creek Project.

Mr. Jeffrey H. Peters, Principal

Mr. Jeffrey H. Peters, Principal, will be the Principal-in-Charge and Project Manager. Mr. Peters has been with Questa since 1989 and has more than 35 years of experience in restoration, public access and bicycle/pedestrian pathway design, engineering, planning, and project management. Mr. Peters has developed stormwater, channel maintenance, creek restoration, bank stabilization, and watershed management plans for more than 40 different creeks and rivers throughout Northern California. For each of these projects, he managed the technical and design team, developed, screened, and presented alternatives, oversaw the CEQA documentation, agency discussions, permitting, and the public involvement program, developed Plans and Specifications, and oversaw construction. He has managed and implemented numerous streetscape, urban design, bridge, trail, park, roadway, overpass, at-grade crossing, tunnel and other infrastructure crossing projects. Most of these have included ADA accessibility design, hydrologic and geotechnical investigations for design components, rail coordination, working closely with Caltrans and other local and state agencies, CEQA review and permitting, provision of community meeting facilitation services, preparation of construction documents, and construction

RB

JP

observation. Mr. Peters has completed the National Highway Institute's Pedestrian and Bicycle Facility Design coursework developed by the US Department of Transportation Federal Highway Administration. Many of his projects have required compliance with Caltrans procedures.

Sydney Temple, PE (California Registered Civil Engineer No. 59695) has almost 25 years of professional experience in conducting a broad range of engineering design, hydrologic and hydraulic analyses for creek restoration, stormwater management, drainage design, roadway improvements, hydraulic floodplain mapping, public access plans, channel bank stabilization, stream corridor management plans, stream and watershed restoration projects, and environmental impact studies. His unique training is in the fields of hydrology, geomorphology, geology, and civil engineering. Since 1991, he has been the Principal-In-Charge and design engineer for over 8 million dollars of channel restoration projects. Typically, Mr. Temple is the supervising engineer on the larger scale construction projects. This hands on experience implementing restoration designs in the field gives him a unique perspective and directly translates into more efficient and appropriate stream channel designs. Mr. Temple has prepared detailed plans and specifications for public entities (Counties, Cities, State) as well as private clients. Mr. Temple also has extensive experience with CEQA requirements and impacts analysis, including EIRs, initial studies, and categorical exemptions. Mr. Temple has authored over 15 EIRs to analyze infrastructure needs, wetland hydrology, storm drainage, water supply, and groundwater impacts. Mr. Temple has also developed and presented numerous technical workshops on the design and implementation of biotechnical bank stabilization projects, fish passage improvement techniques, and fish-friendly culvert and bridge designs. Mr. Temple has designed and implemented surface runoff and erosion control plans, conducted hydrologic and hydraulic capacity studies, conducted FEMA flood insurance studies, and wetland hydrology assessments. Mr. Temple is experienced and proficient in the use of numerous hydrologic and hydraulic models. Additionally, he has extensive experience with the regulatory programs of the California Regional Water Quality Control Boards, California Department of Fish and Game, State Lands Commission, California Coastal Commission, and U.S. Army Corps of Engineers, National Marine Fisheries Services, and U.S. Fish and Wildlife Service.

Ms. Henderson is a California Registered Landscape Architect (License #1689), California Licensed Landscape Contractor (License #546437), and Environmental Planner. Ms. Henderson has more than 35 years of experience as a landscape architect, site planner, and stream and habitat restoration design specialist, focusing on: environmental and site design, especially along streams and wetlands; use of native plant materials in natural areas restoration planning; and biotechnical slope and stream bank stabilization. She has completed over 50 habitat restoration, wetlands, and mitigation projects.

Her work on creek and habitat restoration projects includes an array of services such as CEQA documents, permit applications, Habitat Mitigation and Monitoring Plans, as well as Design PS&Es for habitat enhancement, native habitat planting, erosion control, biotechnical bank stabilization, irrigation, planting, establishment success monitoring and compliance reporting, invasive species and adaptive management plans, and maintenance and cost estimation components. Ms. Henderson has provided mitigation design, construction supervision, and monitoring services for projects that involved design of habitat enhancement and restoration around streams, ponds, pools, oak woodlands, chaparral seasonal grasslands, and mixed forest types, and has coordinated custom services including plant broker and contract seed collection and growing operations.

Her work ranges from site-specific restoration and enhancement planning (PS&E) to large-scale master plans and watershed assessments, and has included evaluation of creek setbacks, as well as palettes of appropriate native plant species to increase habitat value, stabilize slopes and creek banks, provide shading, and minimize

maintenance. As a Landscape Contractor, Ms. Henderson also has extensive hands-on experience in organizing and supervising design/build landscaping projects focused on use of native plants for restoration and enhancement, designing and installing innovative irrigation systems in remote areas, sustainable design and low-cost maintenance practices, as well as in providing field inspection and field engineering. Her projects have included work in and along urban creeks, as well as managing mobilization and restoration planting and maintenance in remote open space areas.

Mr. Willard Hopkins, CEG, Senior Engineering Geologist, will provide geotechnical/geological analysis services. Mr. Hopkins conducts geotechnical/geomorphological inventory and analysis of creek systems, including evaluation of bank slope stability and erosion problems. Mr. Hopkins is experienced in fluvial geomorphic processes, stream bank/slope stability analysis, and design of channel improvements. He has extensive experience in stream bank stabilization projects using both biotechnical and traditional construction techniques. Mr. Hopkins provided stability analysis and contributed to the geotechnical aspect of biotechnical design for San Luis Obispo and Livermore Channel projects, as well as for Questa's projects along the Adobe Creek, Corte Madera Creek, Santa Rosa Creek, Fairfax Creek, Sonoma Creek, Corinda Los Trancos, Petaluma River, and the Carmel River. He also conducted a detailed aerial photographic and field analysis of the geomorphology and bank and slope stability of the Russian River in the Monte Rio area for the Monte Rio Wastewater Improvement Project. Mr. Hopkins has performed numerous geomorphic and stability analyses for bank and slope stability problems in various areas throughout northern and central California, including drilling and geophysical investigations, surface and air photo mapping, laboratory analysis of engineering properties, computer-assisted slope stability design analysis, and provision of actual design drawings following Caltrans standards. Mr. Hopkins has designed bank stabilization repairs using planted rock rip-rap, vegetated rock walls, planted crib walls, brush layering, and planted reinforced fill, and has developed geotechnical design elements for concrete retaining structures, gravity walls, drilled pier and grade beam foundations, concrete stitch walls, and reinforced buttress fills, among numerous other techniques.

Mr. Andrew McDade, EIT, will be Staff Engineer. Mr. McDade is a staff environmental and civil engineer with seven years of experience, with a focus on land planning, public access facilities, and watershed management. His range of experience on these projects includes preliminary site surveys, drainage mapping, erosion control, and hydrologic analyses, bank stabilization, and hillslope analysis. In addition, he has also contributed to the design of stormwater and wastewater management systems, ranging from on-site treatment systems to municipal pipe networks. Mr. McDade also has experience in geotechnical engineering, including soil sampling and characterization, data processing, and foundation design and analysis.

Mr. Murguia has 10 years of professional experience as associate landscape architect, certified arborist and landscape contractor. His professional focus includes park and recreation and public access planning; use of low-impact design strategies for resource conservation, including native plant materials, biotechnical creek restoration and irrigation design. He has prepared and engaged in the construction of recreation designs, public access, and interpretive plans for parks and natural areas throughout the Bay Area. His creek restoration experience includes projects throughout the greater San Francisco Bay, its tributaries and the Marin County coastal region. Mr. Murguia has a strong background in site monitoring, the collection of field data using GPS systems, and processing data using AutoCAD and ArcGIS. He is also knowledgeable about various federal and California State laws that relate to regulatory compliance and permitting, as well as various city and county codes and/or guidelines that influence the site development process.

Mr. Chris Lyle, Staff Geologist/QSP/Construction Inspector will perform construction inspection, including verifying that SWPPP implementation, reporting, and submittals are performed in a quality and timely manner, performing site preparation, grading and compaction control, and contaminated soil removal/remediation sampling/testing and observations. Mr. Lyle has a background in construction grade control and monitoring of hydrologic and water quality control measures, best management practices inspection and field and laboratory testing of soils. He has also worked as a designer-drafter on hydrologic improvement projects. He has performed construction inspection on projects such as the Richmond Ferry Point to Shipyard #3 Bay Trail Gap Closure Project, the Via Verdi Culvert Repair Project, and other grading, road and trail improvement projects. He has completed 40-hr. hazardous material training in accordance with CFR 1910.120.

Mr. Oliver Reyes has more than 12 years of experience in landscape architecture, engineering and drafting and is a certified Bay-Friendly Landscape professional. For the past two years he has focused on landscape architecture planning and design for trails, bike lanes, and streetscape improvement projects. He is proficient with AutoCAD, ArcGIS, Adobe CS, and has excellent graphic skills. Prior to joining Questa, Mr. Reyes was a Landscape Architect Intern for the San Francisco Department of Public Works. Mr. Reyes earned a B.S. in Landscape Architecture from the University of California Davis (graduated Magna cum Laude). His project experience at Questa includes the Newell Open Space Park and Kimberly Segment of the Bay Trail in American Canyon, Albany Beach Restoration and Public Access Plan in Albany/Berkeley, Bay Point Wetlands Public Access Plan in Pittsburg, Village Park Plan in Sebastopol, Grant Avenue Streetscape Improvement Project in San Lorenzo, Meekland Avenue Complete Streets Graphics in Hayward, and Castro Valley Creek Landscaping Plan in Castro Valley, the Chorro Valley Trail and Bob Jones Trail Planning and Engineering Studies in San Luis Obispo, and the Arroyo Conejo, Calabasas, and Medea Creek Trail Projects in the Ventura County area.

Rincon Consultants, Inc.

Mr. Power is a Principal in Rincon's Environmental and Sciences and Planning group. In this capacity, he is responsible for directing the management of planning and environmental documents, the preparation of specialized technical studies, and overall coordination of the planning and sustainability programs. Mr. Power has over 20 years of experience in the planning field and has managed or primarily authored successful planning and environmental and planning studies on projects ranging from affordable housing to urban redevelopment to citywide transportation systems.

Mrs. Davis serves as a Principal and senior biologist and she co-manages Rincon's Biological Resources group. She has over 10 years of professional experience providing biological/environmental services. Mrs. Davis has wide ranging biological, ecological, business, and land-use planning experience in the government, academic, non-profit, and private sectors. Her responsibilities include management of biological resource staff, project management, preparation of resource constraints analysis, regulatory compliance, research and field surveys for endangered species, habitat evaluation, general biological surveys, construction and mitigation monitoring, as well as the preparation of environmental analyses under CEQA and NEPA and special projects such as GIS modeling and data management systems. Mrs. Davis has extensive utilities experience and has managed

Rincon's open services contract with Southern California Gas Company for environmental consulting services for the past six years.

Mr. Hongola serves as a senior ecologist and biological program manager with 10 years of professional experience in the environmental field. His areas of expertise include biological resource assessments, focused surveys for sensitive species, jurisdictional waters and wetlands delineations, habitat restoration and management, conservation planning, and regulatory permitting. He has authored numerous technical reports in support of CEQA/NEPA compliance and regulatory permit acquisition. Mr. Hongola specializes in avian field studies and holds a federal 10(a)(1)(A) permit to conduct protocol surveys for coastal California gnatcatcher. As a program manager within the biological resources group, Mr. Hongola also co-manages Rincon's team of biologists and oversees the technical aspects of the program, among other responsibilities.

Karly Kaufman serves as an Associate Environmental Planner within Rincon's Environmental Science and Planning group. In this capacity, she is involved in air quality and greenhouse gas analyses and CEQA/NEPA environmental documentation. Ms. Kaufman has a background in environmental policy and policy advocacy.

Mr. Hunt is the Cultural Resources Program Manager at Rincon Consultants and serves as a senior cultural resources specialist and project manager. He is a cultural resources management professional with more than 19 years of experience in California with specific expertise in the cultural resources requirements of the California Environmental Quality Act (CEQA), National Historic Preservation Act (NHPA), and National Environmental Policy Act (NEPA). His responsibilities include the management and mentoring of cultural resources staff, quality assurance and quality control for cultural resources documents, the preparation of cultural resources studies, and the management of multidisciplinary projects. Mr. Hunt draws from his experience and training to ensure that all projects seamlessly consider the full spectrum of cultural resources including built environment, archaeological, and traditional cultural properties. He is well-versed in Native American consultation and has strong working relationships with local tribes and Native American individuals.

References

Mr. Alex Farassati, City of Calabasas Public Works Department
Tel: (818) 224-1680, 26135 Mureau Road, Calabasas, CA 91302
Project: Las Virgenes Creek Restoration and Trail Plan and Environmental Review

Ms. Theresa Lubin, County of Ventura Parks Department
Tel: (805) 654-3968, E-mail: Theresa.Lubin@ventura.org
Hall of Administration, 800 Victoria Ave. L#1030, Ventura, CA 93009-1030
*Projects: Ojai Valley Trail Pedestrian/Bicycle Bridge at San Antonio Creek
Cecchetti Road Bridge, Arroyo Grande, San Luis Obispo County*

Mr. George Johnson, Creeks Supervisor, City of Santa Barbara Creeks Division
Tel: (805) 897-1958, GJohnson@SantaBarbaraCA.gov
620 Laguna Street, Santa Barbara, CA 93101
Project: Tallant Road Fish Passage Improvement Project, Santa Barbara, CA

Exhibit C

**Table 1: Not-to-Exceed Cost Estimate
 Las Virgenes Creek Restoration Project - Phase II**

TASKS	Questa									Rincon						Total Hours by Task	Total Fees by Task				
	Principal-in-Charge	Principal Lead Engineer	Sr. Landscape Architect	Sr. Engineering Geol.	Staff Engr./Landscape Arch.	Staff Geol./SPL Center, Insp.	Design/ Drafting/ Graphics	Technical Writing/ Editing	Principal	Senior Bio-Planner	Environ. Bio-Planner II	Environ. Bio-Planner III	Graphics	Admin.							
	\$175	\$175	\$165	\$155	\$185	195	285	290	\$190	\$125	\$110	\$90	\$65	\$45							
Task 1: Studies																					
1a: Project Kickoff Meeting and Background Data Review	4.00	4.00							4.00									12.00	\$2,160.00		
1b: Schedule Development	4.00				5.00			4.00										14.00	\$1,650.00		
1c: Geotechnical Investigations		2.00		12.00				2.00										64.00	\$6,900.00		
1d: Hydrological/Hydraulic and Geomorphic Analysis		24.00					15.00		2.00									42.00	\$5,880.00		
1e: Biological Assessment Report	2.00								2.00	2.00	12.00	12.00						30.00	\$3,300.00		
1f: Jurisdictional Determination and Preliminary Jurisdictional Determination		2.00							2.00	16.00	8.00	28.00	15.00					71.00	\$7,405.00		
1g: Cultural Resources Report	1.00								1.00	2.00		14.00	2.00					20.00	\$2,145.00		
1h: Site Conditions and Constraints Technical Memo	4.00	6.00	12.00		12.00			12.00										46.00	\$5,220.00		
Task 1 Subtotal	18.00	38.00	17.00	12.00	18.00	61.00	0.00	29.00	8.00	20.00	20.00	54.00	17.00	0.00			235.00	\$25,170.00			
Task 2: Plans, Specifications and Estimates (PS&E)																					
2a: Development and Evaluation of Project Alternatives	4.00	8.00	8.00		18.00		16.00											48.00	\$5,664.00		
2b: 30% Conceptual Design Update	4.00	4.00	4.00	12.00	12.00		24.00	12.00										72.00	\$3,948.00		
2c: 60% Design	6.00	16.00	16.00		50.50			10.00										80.00	\$9,140.00		
2d: 90% Design PS&Es	6.00	12.00	12.00		40.00			8.00										76.00	\$3,664.00		
2e: Project Cost Estimates	4.00	4.00	4.00		16.00													26.00	\$2,600.00		
2f: Storm Water Pollution Prevention Plan (SWPPP)	2.00						24.00											26.00	\$4,584.00		
2g: Final Design	4.00	6.00	8.00		12.00			6.00										36.00	\$4,584.00		
Task 2 Subtotal	30.00	48.00	58.00	12.00	146.00	48.00	24.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	284.00	\$7,036.00			
3: Permitting and Environmental Documentation																					
3a: Permitting									8.00	26.00	20.00	35.00	14.00	6.00				129.00	\$13,500.00		
3b: Initial Study/Integrated Negative Declaration									1.00	2.00		6.00	4.00	1.00				16.00	\$3,310.00		
3c: Project Description	8.00		6.00						2.00	3.00	23.00	8.00	2.00	2.00				38.00	\$11,181.00		
3d: Narrative Draft/ISARD	5.00		9.00						2.00	4.00	4.00	4.00	2.00	4.00				30.00	\$1,860.00		
3e: Final ISARD							4.00		4.00	2.00	4.00							14.00	\$2,010.00		
3f: Response to Comments/Final ISARD	3.00						4.00		4.00									15.00	\$7,920.00		
3g: Inter-Agency Coordination	2.00								4.00	8.00	4.00							16.00	\$2,300.00		
Task 3 Subtotal	23.00	0.00	12.00	0.00	0.00	8.00	0.00	32.00	13.00	34.00	33.00	12.00	13.00	0.00	0.00	0.00	192.00	\$2,420.00			
4: Public Workshops																					
4a: Public Workshop 1	5.00		18.00					12.00											48.00	\$5,664.00	
4b: Public Workshop 2	5.00		18.00					12.00											48.00	\$5,664.00	
4c: Stakeholder Meetings	8.00	18.00																	24.00	\$4,200.00	
Task 4 Subtotal	18.00	18.00	36.00	0.00	0.00	0.00	0.00	24.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	120.00	\$15,178.00			
5: Construction BIM Package																					
5a: Pre-Bid Meeting		6.00			8.00														14.00	\$1,680.00	
5b: Construction Bidding Assistance	4.00	8.00	4.00	4.00	12.00		12.00												44.00	\$5,704.00	
Task 5 Subtotal	4.00	14.00	4.00	4.00	18.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	58.00	\$7,384.00		
6: Construction Support Phase																					
6a: Construction Support					8.00														8.00	\$920.00	
6b: Pre-Construction & Public Positioning Meetings	6.00		2.00		12.00		12.00													32.00	\$3,742.00
6c: Review and Approval of Submittals, RFIs and Shop Drawings		4.00	2.00	8.00	12.00		12.00													38.00	\$4,852.00
6d: Change Order Request Processing		4.00		6.00	16.00															26.00	\$3,620.00
6e: As-Built Drawings (Construction Record Drawings)		2.00						12.00												14.00	\$1,218.00
Task 6 Subtotal	6.00	18.00	4.00	16.00	48.00	24.00	12.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	118.00	\$11,430.00		
TOTAL DIRECT LABOR HOURS	93.00	128.00	118.00	41.00	228.00	156.00	70.00	72.00	30.00	80.00	73.00	151.00	43.00	14.00	0.00	0.00	1,308.00	-	\$155,078.00		
TOTAL DIRECT LABOR COSTS	\$16,275.00	\$22,400.00	\$17,228.00	\$6,820.00	\$23,940.00	\$14,820.00	\$5,950.00	\$5,760.00	\$5,700.00	\$10,000.00	\$8,030.00	\$13,590.00	\$3,655.00	\$910.00	-	-	-	-	\$155,078.00		
DIRECT EXPENSES																					
Printing, Reproduction & Postage		\$1,075.00			\$900.00															\$1,975.00	
Vehicle and Mileage		\$1,500.00			\$1,500.00															\$3,000.00	
Miscellaneous Supplies & Materials		\$2,782.00			\$250.00															\$3,032.00	
TOTAL ESTIMATED EXPENSES	\$4,857.00	\$2,750.00	\$2,650.00	\$1,250.00	\$3,650.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,907.00	
TOTAL (EXPENSES & LABOR)	\$19,935.00	\$25,150.00	\$19,878.00	\$8,070.00	\$27,590.00	\$16,320.00	\$5,950.00	\$5,760.00	\$5,700.00	\$10,000.00	\$8,030.00	\$13,590.00	\$3,655.00	\$910.00	-	-	-	-	-	\$167,985.00	




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, PE. T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
ALEX FARASSATI, PH.D., ENVIRONMENTAL SERVICES SUPERVISOR**

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING FOR A COORDINATED INTEGRATED MONITORING PROGRAM IN THE MALIBU CREEK WATERSHED MANAGEMENT AREA REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM AND NECESSARY REPORTS FOR THE MALIBU CREEK WATERSHED

MEETING DATE: APRIL 27, 2016

SUMMARY RECOMMENDATION:

Staff recommend that the City Council approve the Memorandum of Understanding between the MCW agencies for the administration and cost sharing of the CIMP for the Malibu Creek Watershed Coordinated Integrated Monitoring Program and approve additional \$67,000 annual budget for the TMDL Compliance Monitoring Programs.

BACKGROUND AND DISCUSSION:

On November 8, 2012, the Regional Board adopted the new countywide NPDES Permit (Permit) for the County, the County Flood Control District and 82 of the 86 incorporated cities within Los Angeles County. This Permit became effective on December 28, 2012 and gave permittees three implementation options for complying with the Permit requirements: (1) Comply with the Permit as written

which meant compliance with the numerical standards established in the Permit immediately; (2) Each City could elect, either by itself or in cooperation with others, to prepare a Watershed Management Plan (WMP) within 18 months from the Permit effective date; or (3) Calabasas, either by itself or in cooperation with others, could prepare an Enhanced Watershed Management Plan (EWMP) within 30 months from the Permit effective date.

On June 23, 2013, the City of Calabasas and several agencies in the MCW submitted a Notice of Intent (NOI) to the Regional Board that the group would pursue Option 3 and prepare an EWMP for the Malibu Creek Watershed. With the filing of the NOI, the MCW EWMP Group was formed and consists of the Cities of Agoura Hills, Calabasas, Hidden Hills, and Westlake Village, the County of Los Angeles; and County of Los Angeles Flood Control District. These agencies all drain to Malibu Creek and are generally subject to the same Total Maximum Daily Load (TMDL) requirements and water quality objectives.

The Permit also requires that a Coordinated Integrated Monitoring Plan (CIMP) be prepared per permit requirements. The MCW EWMP Group, with the City of Calabasas taking the lead, entered into an MOU which defines operation and cost sharing for the preparation of the EWMP and CIMP. These two documents were then developed and submitted to the Regional Board with the CIMP being conditionally approved by the Regional Board Executive Officer on January 2, 2016 with a 90 day implementation requirement or April 20.

The MCW EWMP Group, now with the City of Agoura Hills taking the lead, has begun transitioning into the implementation phase of the CIMP. On March 4, the City of Agoura Hills released a Request for Proposals to hire a consulting firm to perform the CIMP's required water quality testing. Three proposals were received on March 24, and it is anticipated that the Agoura Hills City Council will award this three-year contract at its April 13th meeting.

Monitoring activities have been carried out within the Malibu Creek Watershed for many years. Calabasas and the agencies in the MCW through prior MOU's are currently cost sharing the implementation of two monitoring programs:

- the Malibu Creek Watershed Bacteria Compliance Monitoring Program since March 2008,
- Malibu Creek Watershed Trash Monitoring and Reporting Plan since December 2014.

The CIMP is a much more intensive monitoring program than previously required. This new program requires that more constituents be tested at more monitoring sites to address all of the adopted TMDLs (including bacteria and trash) that are contained in the permit. The constituents to be tested for are those believed by the

Regional Board to be impairing waterbodies within the Malibu Creek Watershed as well as constituents that are of a concern to the Regional Board with regards to urban drainage but not currently found in the watershed. CIMP data will include receiving water monitoring, stormwater and non-stormwater outfall monitoring, new development and re-development effectiveness tracking and regional studies.

Historically, MOUs within the MCW have a cost sharing formula based on percent by land area for each participant. The participating agencies have again agreed to use this same formula, which results in a 15% allocation of cost to Calabasas.

With the proposed MOU, Calabasas is also agreeing to the City of Agoura Hills managing the CIMP program with 5% administrative fee. At this time, representatives from all six agencies have reviewed and agreed to the terms of the MOU. The term of the MOU is through June 30, 2019.

FISCAL IMPACT/SOURCE OF FUNDING:

Funding for this project will be expended from City's General Fund (Account No. 10-313-5252-27): TMDL Compliance Monitoring Program. The estimated annual cost of the Malibu Creek CIMP to the City of Calabasas is estimated to be \$91,130.00. For the FY 2015-16 only a portion of this amount will be expended since the program is being implemented in April, 2016. The current annual budget for this task is \$24,400. Starting FY 2016-17 additional \$67,000 funding is needed to cover the cost of this project.

REQUESTED ACTION:

That the City Council approve the Memorandum of Understanding between the MCW agencies for the administration and cost sharing of the CIMP for the Malibu Creek Watershed Coordinated Integrated Monitoring Program and approve additional \$67,000 annual budget for the TMDL Compliance Monitoring Programs.

ATTACHMENT:

Memorandum of Understanding between Los Angeles County Flood Control District, County of Los Angeles and Cities of Agoura Hills, Calabasas, Hidden Hills and Westlake Village

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
THE COUNTY OF LOS ANGELES, AND THE CITIES OF
AGOURA HILLS, CALABASAS, HIDDEN HILLS, AND WESTLAKE VILLAGE**

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING
THE COORDINATED INTEGRATED MONITORING PROGRAM AND NECESSARY
REPORTS FOR THE MALIBU CREEK WATERSHED

This Memorandum of Understanding (“MOU” or “AGREEMENT”), made and entered into as of the date of the last signature set forth below by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (“LACFCD”), a body corporate and politic, the COUNTY OF LOS ANGELES (“COUNTY”), a political subdivision of the State of California, and the CITIES OF AGOURA HILLS, CALABASAS, HIDDEN HILLS AND WESTLAKE VILLAGE. Collectively, these entities shall be known herein as “PARTIES” or individually as “PARTY.”

WITNESSETH

WHEREAS, the Regional Water Quality Control Board, Los Angeles Region (“Regional Board”) adopted National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (“MS4 Permit”) Order No. R4-2012-0175; and

WHEREAS, the MS4 Permit became effective on December 28, 2012 and requires that the LACFCD, COUNTY, and 84 of the 88 Cities (excluding Avalon, Long Beach, Palmdale, and Lancaster) within the County of Los Angeles comply with the prescribed elements of the MS4 Permit that include a number of Total Maximum Daily Loads (TMDLs); and

WHEREAS, the MS4 Permit identified the PARTIES as MS4 permittees that are responsible for compliance with the MS4 Permit requirements pertaining to the Malibu Creek Watershed; and

WHEREAS, the PARTIES entered into an agreement on August 19, 2013 regarding the administration and cost sharing for development of the Malibu Creek Watershed Enhanced Watershed Management Program (“EWMP”) and Coordinated Integrated Monitoring Program (“CIMP”) for the Malibu Creek Watershed; and

WHEREAS, the CIMP was submitted to the Regional Board by the PARTIES on June 26, 2014 and conditionally approved by the Regional Board Executive Officer on January 21, 2016; and

WHEREAS, the PARTIES have agreed to collaborate on the compliance of certain elements of the MS4 Permit and have agreed to a cost sharing formula set forth in Table 2 of Exhibit A, which is attached and made part of this MOU; and

WHEREAS, the PARTIES have agreed to enter into this MOU to share costs in the implementation of the Malibu Creek CIMP as set forth in Table 2 of Exhibit A, which is attached and made part of this MOU; and

WHEREAS, the PARTIES desire to transfer the unused funds from the prior Malibu Creek Bacteria TMDL Compliance Monitoring Plan ("CMP") and the Malibu Creek Watershed Trash TMDL Trash Monitoring and Reporting Plan implementation agreements, currently held by the CITY OF AGOURA HILLS, toward future annual invoices issued for cost of work performed under this AGREEMENT; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit monitoring requirements despite the collaborative approach of this MOU; and

WHEREAS, the PARTIES collaboratively prepared a final Scope of Work ("SOW") set forth in Exhibit C and Request for Proposals ("RFP") to obtain a consultant ("Consultant") to assist the PARTIES in implementing and complying with the CIMP; and

WHEREAS, the PARTIES have determined that hiring the Consultant to implement the CIMP to install monitoring equipment, obtain permits, conduct monitoring, coordinate laboratory analysis, advise on potential revisions to the CIMP, and provide reporting of stormwater samples will be beneficial to the PARTIES; and

WHEREAS, the PARTIES propose for the Consultant to implement the CIMP in accordance with the Exhibit C (Scope of Work), at a total cost not to exceed \$1,921,574.66 which includes a 5% project administrative fee, and a 10% contingency; and

WHEREAS, the PARTIES have agreed to have their PARTY Representatives identified in Exhibit B provide technical and project management oversight for the implementation of the CIMP and this AGREEMENT; and

WHEREAS, the CITY OF AGOURA HILLS will act on behalf of the PARTIES in the administration of the Consultant's professional services agreement for implementation of the CIMP;

WHEREAS, the LACFCD will act on behalf of the PARTIES to monitor bacteria, nutrients, and chlorophyll-a, at LACFCD's Malibu Creek Mass Emission Station; and

WHEREAS, other entities subject to their own NPDES Permit and/or named as responsible agencies in a TMDL may participate in applicable portions of the CIMP by amendment to this MOU, with the concurrence of the PARTIES;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively fund the implementation of the Malibu Creek CIMP and to coordinate the payment and performance of the Consultant's services in implementing the CIMP.

Section 3. Cooperation.

- a. The PARTIES shall fully cooperate with one another to attain the purposes of this MOU.
- b. The PARTIES agree that substantiated costs incurred by the CITY OF AGOURA HILLS and the LACFCD for implementing certain requirements of the CIMP and MS4 Permit until MOU execution shall be cost-shared by the PARTIES.

Section 4. Voluntary. This MOU is voluntarily entered into for the implementation of the CIMP.

Section 5. Term. This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until June 30, 2021.

Section 6. City of Agoura Hills Responsibilities. The CITY OF AGOURA HILLS agrees:

- a. Consultant Services. To facilitate the PARTIES selection of a Consultant for implementation of the CIMP, and to administer the Consultant's contract in accordance with Exhibit C, prepared by the PARTIES, and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. The CITY OF AGOURA HILLS will be compensated for the administration of the Consultant's contracts at a rate of five percent (5 %) of each PARTY'S contract cost as described in Table 2 of Exhibit A.
- b. LACFCD Facilities/Mass Emissions Station. To assist the Consultant in obtaining any necessary permits from LACFCD for access to and construction within LACFCD storm drains, channels, catch basins, and similar properties (FACILITIES), provided CITY OF AGOURA HILLS and its Consultant provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.

- c. Report. To submit reports to the Regional Board as described in the CIMP and distribute copies of the reports to the PARTIES prior to submittal to the Regional Board for review and comment. The CITY OF AGOURA HILLS will provide the PARTIES with an electronic copy of the draft CIMP Annual Report and completed CIMP Annual Report within 7 business days after receipt from the Consultant. In addition, the CITY OF AGOURA HILLS will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically in a format and structure agreed to by the PARTIES.
- d. Invoice. To invoice the PARTIES in amounts not exceeding the invoice amounts shown in Table 2 of Exhibit A, reduced by the amount of any credit for unused funds owed to the respective PARTIES under the prior CMP Agreement. The annual payments for the period of July 1 through June 30 will be invoiced in May of that year. At the end of each fiscal year, any unused funds will be rolled over and used towards future years of implementation of the CIMP.
- e. Expenditure. To utilize the funds deposited by the PARTIES only for the administration of the Consultant's contract and the implementation of the CIMP. The CITY OF AGOURA HILLS will provide an accounting of funds expended and remaining at the end of each fiscal year.
- f. Contingency. The CITY OF AGOURA HILLS will notify the PARTIES if actual expenditures are anticipated to exceed the cost estimates contained in Table 1 of Exhibit A and obtain written approval of such expenditures from all PARTIES. Upon approval, the PARTIES agree to reimburse the CITY OF AGOURA HILLS for their proportional share of these additional expenditures at an amount not to exceed 10 percent of the original cost estimate as shown in Table 1 of Exhibit A. This 10 percent contingency will not be invoiced, unless actual expenditures exceed the original cost estimate. Expenditures that exceed the 10 percent contingency will require an amendment to this MOU.
- g. Accounting. To provide an accounting upon termination of this MOU within 180 days of said termination. At the completion of the accounting, the CITY OF AGOURA HILLS shall return any unused portion of all funds deposited with the CITY OF AGOURA HILLS within 180 days of said termination in accordance with the cost allocation formula set forth in Table 2 of Exhibit A, as described below in Section 10(e).
- h. Permit. To make a full-faith effort to work with the Consultant to obtain all necessary permits for installation of permanent infrastructure or modifications to monitoring sites, and subsequent access during monitoring events and maintenance.

- i. Payments to Third Parties. The CITY OF AGOURA HILLS shall have no obligation to pay the Consultant any funds other than those owed for the CITY OF AGOURA HILLS's proportional share as set forth in Table 2 of Exhibit A, and those funds remitted to the CITY OF AGOURA HILLS following invoice.

Section 7. LACFCD Responsibilities. The LACFCD agrees:

- a. LACFCD Mass Emissions Station (MES) Monitoring. To provide available monitoring data from the existing MES owned and operated by the LACFCD. Data will be limited to water column chemistry and aquatic toxicity.
- b. Additional Monitoring at LACFCD Mass Emissions Station. To coordinate with the CITY OF AGOURA HILLS for additional monitoring required by the CIMP at its existing MES. The cost of additional monitoring shall be cost-shared in accordance with Exhibit A.
- c. Access to LACFCD Facilities/Mass Emissions Station. To grant access to the CITY OF AGOURA HILLS and its Consultant to LACFCD FACILITIES, to achieve the purposes of this MOU, provided the CITY OF AGOURA HILLS and its Consultant obtain a permit and provide written notice 72 hours in advance of entry to LACFCD's FACILITIES.
- d. Monitoring Services. To implement the additional monitoring and reporting requirements at LACFCD's MES and any subsequent changes to the CIMP as agreed upon by the PARTIES and approved by the Regional Board. LACFCD will comply with all applicable procurement requirements.
- e. Report. To submit the data to the CITY OF AGOURA HILLS or its Consultant to be incorporated and submitted to the REGIONAL BOARD as described in the CIMP. This data will be transmitted electronically in a format that contains the table structure and syntax agreed upon by the PARTIES, e.g., the latest Stormwater Monitoring Coalition Standard Data Transfer Format, or California Environmental Data Exchange Network format.

Section 8. Parties Further Agree. The PARTIES further agree:

- a. Payment. To fund the cost of the implementation of the CIMP and to pay the CITY OF AGOURA HILLS and the LACFCD for their proportional shares of the estimated cost for the implementation of the CIMP, the project administration and of the Consultant's contracts not exceeding the invoice amounts as shown in Table 2 of Exhibit A, no later than 60 days after receipt of the invoice from the CITY OF AGOURA HILLS. The cost estimates presented in Exhibit A have been agreed upon by the PARTIES and are subject to changes in the CIMP pursuant to new

Regional Board requirements and/or unforeseen challenges in the field. Any such changes proposed to the PARTIES' proportional share are subject to funding appropriation and will require written approval of the PARTIES as explained in Section 6(f).

- b. Documentation. To make a full-faith effort to cooperate with one another to achieve the purposes of this MOU by providing all requested information and documentation in their possession and available for release to the Consultant that is deemed necessary by the PARTIES to implement the CIMP.
- c. Access. Each PARTY will allow reasonable access and entry to the CITY OF AGOURA HILLS and its Consultant, on an as needed basis during the term of this MOU, to each PARTY'S FACILITIES to achieve the purposes of this MOU, provided, however, that prior to entering any of the PARTY'S FACILITIES, the Consultant provide written notice 72 hours in advance of entry from the applicable PARTY.
- d. Permit. Each PARTY will make a full-faith effort to work with the Consultant to obtain all necessary permits for installation of permanent infrastructure or modifications to stormwater monitoring sites within each PARTY'S jurisdiction.
- e. Reconciliation of Prior CMP Agreement. That the CITY OF AGOURA HILLS may apply any unused funds it is holding pursuant to the prior CMP Agreements as a credit toward invoices issued under this MOU, as described in Section 6(d). The PARTIES agree that such payments will fulfill the obligations of the CITY OF AGOURA HILLS under the prior CMP Agreements to return unused funds.
- f. Additional Participants. The PARTIES agree that if any other entity wishes to participate and cost share any element of the CIMP, an amendment to the MOU will be drafted with the concurrence of the MS4 Permittees.

Section 9. Indemnification.

- a. To the maximum extent permitted by law, the CITY OF AGOURA HILLS shall require the Consultant retained pursuant to this MOU to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, attorneys, agents, and designated volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the Consultant's performance of its agreements with the CITY OF AGOURA HILLS. In addition, the CITY OF AGOURA HILLS shall require the Consultant to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its elected and appointed officers, employees,

attorneys, agents and designated volunteers shall be named as additional insureds on the policy(ies) with respect to liabilities arising out of the Consultant's work. These requirements will also apply to any subcontractors hired by the Consultant.

- b. To the maximum extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, attorneys, agents and designated volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY under this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- c. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
- d. CITY OF AGOURA HILLS makes no guarantee or warranty that the reports prepared by the Consultant will be approved by the relevant governmental authorities. CITY OF AGOURA HILLS shall have no liability to the other PARTIES for the negligent or intentional acts or omissions of the Consultant. The other PARTIES' sole recourse for any negligent or intentional act or omission of the Consultant shall be against the Consultant and their insurance.

Section 10. Termination, Withdrawal, and Delinquent Payments.

- a. Termination. This MOU may be terminated upon the express written agreement of all PARTIES. Completed work shall be owned by the PARTY or PARTIES who fund the completion of such work. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.
- b. Withdrawal. If a PARTY wishes to withdraw from this MOU for any reason, that PARTY must give the other PARTIES and the REGIONAL BOARD prior written

notice thereof. The withdrawing PARTY shall be responsible for its share of the implementation costs of the CIMP through the end of the current fiscal year (July 1 through June 30), including costs for reporting of data and results during the monitoring year which said PARTY withdraws. Moreover, unless the withdrawing PARTY provides written notice of withdrawal to the other PARTIES by December 15th the withdrawing PARTY shall also be responsible for its share of the implementation costs of the CIMP through the end of the following monitoring year (e.g., If a PARTY withdraws on December 16, 2016, said PARTY is responsible for its share of costs for both monitoring year 2016-2017 and monitoring year 2017-2018. If the same PARTY withdraws on or before December 15, 2016, said PARTY is responsible for costs only for monitoring year 2016-2017, not for monitoring year 2017-2018). Such implementation costs of the CIMP shall include the remaining fees of any Consultant retained by the CITY OF AGOURA HILLS through the end of the applicable monitoring year(s). The effective date of withdrawal shall be the 60th day after the CITY OF AGOURA HILLS receives written notice of a PARTY's intent to withdraw. Should any PARTY withdraw from this MOU, the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 2 of Exhibit A. Each PARTY shall be responsible for its proportional share of the implementation costs of the CIMP incurred through the completion of all requirements of the monitoring year (e.g., completion of the annual report due December 15, 2016, covering the monitoring period from July 1, 2015 to June 30, 2016). Each PARTY shall also be responsible for the payment of its own fines, penalties and costs incurred as a result of the non-performance of the CIMP.

- c. Delinquent Payments. A PARTY's payment shall be delinquent if its invoiced payment is not received by the CITY OF AGOURA HILLS within 60 days after the invoice's date. The following Notice of Delinquency procedures may be implemented to attain payments from the delinquent PARTY per instructions from the CITY OF AGOURA HILLS: 1) verbally contact the representative of the PARTY; and 2) submit a formal letter to the Delinquent PARTY OR PARTIES from the CITY OF AGOURA HILLS's legal counsel. If the PARTY or PARTIES remain delinquent after the above Notice of Delinquency procedures have been followed and after 90 days after being invoiced, then the CITY OF AGOURA HILLS shall notify the non-delinquent PARTIES and may notify the Regional Board that the delinquent PARTY OR PARTIES are no longer a participating member of the CIMP, and said PARTY or PARTIES shall then be deemed to have terminated its participation as a PARTY to this MOU ("EXCLUDED PARTY") and their name(s) may be removed from the CIMP and all reports required as part of the CIMP. Any EXCLUDED PARTY'S delinquent amount(s) will be paid in accordance with the remaining PARTIES pro-rata share pursuant to Table 2 of Exhibit A, as adjusted to remove the EXCLUDED PARTY from the allocation. The CITY OF AGOURA HILLS will revise Exhibit A to show the recalculated costs for each remaining participating PARTY; these revised exhibits will be included with the next invoice

to the PARTIES. The PARTIES shall retain all contractual, legal, and equitable rights and causes of action to recover any delinquent amounts paid that were owed by an EXCLUDED PARTY or PARTIES who failed to make such payments.

- d. Suspension of Consultant's Work. The CITY OF AGOURA HILLS may unilaterally suspend or modify the Scope of Work being performed by any Consultant retained by the CITY OF AGOURA HILLS for implementation of the CIMP if any PARTY has not paid its invoice within 90 days of receipt unless the non-delinquent PARTIES pay the delinquent PARTY's costs.
- e. Remaining Funds or Invoices Due at Termination. If this MOU is mutually terminated by all PARTIES, and invoice payments are due then all PARTIES must agree on the equitable payment of invoices due at the time of termination. Funds remaining in the possession of the CITY OF AGOURA HILLS at the end the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be returned to the then remaining non-delinquent and non-excluded PARTIES within 180 days of said termination in accordance with the cost allocation formula in Table 2 of Exhibit A. Subject to agreement by the CITY OF AGOURA HILLS, any funds which are to be reimbursed to a PARTY may be reimbursed through credits towards future invoices and agreements, if requested in writing by that PARTY.
- f. Notwithstanding any provision of this Agreement, in the event that the CITY OF AGOURA HILLS's documented project administrative costs in administering the Consultant professional services agreement and this MOU exceeds the 5% project administrative fees paid by the PARTIES, the CITY OF AGOURA HILLS shall invoice the PARTIES for the additional project administrative costs in accordance with the cost allocation formula in Table "2" of Exhibit A, and the PARTIES shall reimburse CITY OF AGOURA HILLS for additional documented project administrative costs in excess of the 5% project administrative fees within 60 days from the date of the invoice to the PARTIES. If the PARTIES do not reimburse CITY OF AGOURA HILLS for additional documented project administrative costs within the 60 days of the date of the invoice, then the City of Agoura Hills may unilaterally terminate this MOU with 60 days notice to the PARTIES. In such event, the termination date of this MOU shall be effective on the 61st day after the CITY OF AGOURA HILLS has mailed notice of termination of this MOU.

Section 11. General Provisions.

- a. Notices. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated

herein by reference. The PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.

- b. Administration. For the purposes of this MOU, the PARTIES hereby designate as their respective PARTY representatives the persons named in Exhibit C. The designated PARTY representatives, or their respective designees, shall administer the terms and conditions of this MOU on behalf of their respective PARTY. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- c. Relationship of the PARTIES. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- d. Binding Effect. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, no PARTY may assign its respective rights or obligations under this MOU without prior written consent of the other PARTIES.
- e. Amendment. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES. For purposes of this subsection, a PARTY shall be considered a Delinquent Party if that PARTY fails to timely pay an invoice as required by Section 8(a) or withdraws pursuant to Section 10(b).
- f. Law to Govern. This MOU is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.
- g. Severability. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof.

- i. Waiver. Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- j. Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.
- k. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in Section 11(e).

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

//
//
//

COUNTY OF LOS ANGELES

By _____
GAIL FARBER, Director of Public Works

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Associate

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
GAIL FARBER, Chief Engineer

Date

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Associate

Date

CITY OF AGOURA HILLS

By _____
Harry Schwarz, Mayor

Date

ATTEST:

By _____
Kimberly M. Rodrigues, City Clerk

Date

APPROVED AS TO FORM:

By _____
Candice K. Lee, City Attorney

Date

CITY OF CALABASAS

By _____
James R. Bozajian, Mayor

Date

ATTEST:

By _____
Maricela Hernandez, City Clerk

Date

APPROVED AS TO FORM:

By _____
Scott H. Howard, City Attorney

Date

CITY OF HIDDEN HILLS

By _____
Jim Cohen, Mayor

Date

ATTEST:

By _____
Cherie L. Paglia, City Manager

Date

APPROVED AS TO FORM:

By _____
Roxanne M. Diaz, City Attorney

Date

CITY OF WESTLAKE VILLAGE

By _____
Susan McSweeney, Mayor

Date

ATTEST:

By _____
Beth Schott, City Clerk

Date

APPROVED AS TO FORM:

By _____
Terence Boga, City Attorney

Date

**EXHIBIT A
MALIBU CREEK WATERSHED
CIMP COST SHARING TABLES**

Table 1. Estimated Consultant Contract Costs

Item		Year 1	Year 2	Year 3
Consultant Contract Cost	(a)	\$606,665.00	\$566,385.00	\$490,651.00
Contract Contingency	(b) = (a) x 10%	\$60,666.50	\$56,638.50	\$49,065.10
Contract Cost Subtotal	(c) = (a) + (b)	\$667,331.50	\$623,023.50	\$539,716.10
Management Fee	(d) = (c) x 5%	\$33,366.58	\$31,151.18	\$26,985.81
LACFCD 5% Allocation	(e) = ((c) + (d)) x 5%	\$35,034.90	\$32,708.73	\$28,335.10
Total Cost to be Shared	(f) = (c) + (d) – (e)	\$665,663.17	\$621,465.94	\$538,366.81
Total Cost Per Year	(g) = (e) + (f)	\$700,698.08	\$654,174.68	\$566,701.91

Table 2. Cost Allocation Formula

Party	Acres	Percent of Area ⁽²⁾	Year 1 ⁽³⁾	Year 2 ⁽³⁾	Year 3 ⁽³⁾	Total Cost
City of Agoura Hills	5,178	15.7%	\$104,473.93	\$97,537.30	\$84,495.13	\$286,506.36
City of Calabasas	4,941	15.0%	\$99,692.10	\$93,072.96	\$80,627.74	\$273,392.80
City of Hidden Hills	105	0.3%	\$2,118.53	\$1,977.87	\$1,713.40	\$5,809.80
City of Westlake Village	3,540	10.7%	\$71,424.82	\$66,682.51	\$57,766.08	\$195,873.41
County of Los Angeles	19,228	58.3%	\$387,953.79	\$362,195.29	\$313,764.46	\$1,063,913.54
Los Angeles County Flood Control District ⁽¹⁾	-	-	\$35,034.90	\$32,708.73	\$28,335.10	\$96,078.73
Totals	32,992	100%	\$700,698.08	\$654,174.68	\$566,701.91	\$1,921,574.66

(1) Los Angeles County Flood Control District's cost share equals 5% of total costs as expressed by "(e)" in Table 1.

(2) Based on percent of land in each Party area of the EWMP area (excludes Angeles National Forest land)

(3) Percent of Area multiplied by the (f) of Table 1 and the corresponding year; LACFCD cost is determined by Item e of Table 1.

EXHIBIT B

Malibu Creek Watershed CIMP Responsible Agencies Representatives

<p>City of Agoura Hills 30001 Ladyface Court Agoura Hills, CA 91301 Representative: Kelly Fisher E-mail: kfisher@ci.agoura-hills.ca.us Phone: (818) 597-7338</p>	<p>City of Calabasas 100 Civic Center Way Calabasas, CA 91302 Representative: Alex Farassati E-mail: afarassati@cityofcalabasas.com Phone: (818) 224-1680</p>
<p>City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302 Representative: Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856</p>	<p>City of Westlake Village 31200 Oak Crest Drive Westlake Village, CA 91361 Representative: Joe Bellomo E-mail: jbellomo@willdan.com Phone: (805) 279-6856</p>
<p>County of Los Angeles Flood Control District Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331 Representative: Angela George E-mail: ageorge@dpw.lacounty.gov Phone: (626) 458-4300</p>	<p>County of Los Angeles Department of Public Works Watershed Management Division, 11th Floor 900 South Fremont Avenue Alhambra, CA 91803-1331 Representative: Paul Alva E-mail: palva@dpw.lacounty.gov Phone: (626) 458-4325</p>

EXHIBIT C

**Malibu Creek Watershed CIMP
Implementation Scope of Work**

Coordinated Integrated Monitoring Program for the Malibu Creek Watershed

Request for Proposals

4/4/2016

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Attachments (by Reference Only)

Attachment A.....Malibu Creek Watershed (MCW) Coordinated Integrated Monitoring Plan

Attachment B.....Standard Plans 3099 for Water Quality Monitoring Stations

Purpose

The City of Agoura Hills, on behalf of the Malibu Creek Watershed Enhanced Watershed Management Program Group (MCW EWMP Group), comprising the Cities of Agoura Hills, Hidden Hills, Westlake Village, and Calabasas (Cities), County of Los Angeles (County), and the Los Angeles County Flood Control District (LACFCD), is requesting the services of a consultant to implement the Malibu Creek Watershed Coordinated Integrated Monitoring Program (CIMP). The term of services is for three (3) years (estimated from April 20, 2016 to June 30, 2019) with two (2) possible one-year extensions.

Background

The MCW EWMP Group submitted the Draft CIMP to the Regional Board on June 24, 2015. The CIMP was subsequently approved with conditions by the Regional Board on January 21, 2016. The CIMP was revised and resubmitted to the Regional Board on February 11, 2016. The Regional Board's final approval of the CIMP is pending.

The geographic scope of this monitoring program is the portion of the Malibu Creek (MCW) located within Los Angeles County and the Cities of Agoura Hills, Hidden Hills, Westlake Village and Calabasas that is regulated by the Los Angeles County Municipal Separate Storm Sewer System Permit, Order No. R4-2012-0175 (MS4 Permit). The Malibu Creek Watershed is located in the Los Angeles and Ventura Counties in Southern California. The watershed covers a 109 square mile area from the Santa Monica Mountains to Santa Monica Bay. The Malibu Creek Watershed includes several streams and lakes that flow primarily to the south and southeast directions into Malibu Creek and toward Malibu Lagoon and the Pacific Coast. Several tributaries and lakes in the watershed have TMDLs and are included in the 303(d) list for water quality due to impairments of beneficial uses. TMDLs in the Malibu Creek Watershed have been developed for bacteria, trash, nutrients, and sediment related impairments. In addition, Santa Monica Bay has several TMDLs, including bacteria, trash (debris), DDT, and PCBs. The Santa Monica Bay TMDLs for bacteria and trash integrate the TMDL waste load allocations from the Malibu Creek TMDL. Additionally, other entities within the watershed that could contribute pollutant loads, but are not part of the MCW EWMP Group, include the Cities of Malibu and Thousand Oaks, County of Ventura, State Parks, National Parks, and Caltrans who are subject to other monitoring programs, MS4 Permits, and other NPDES Permits.

Most of the monitoring to date in the Malibu Creek Watershed, including Malibu Lagoon and nearby Santa Monica Bay shoreline, relates to bacteria and trash. Eventually, monitoring will be expanded to include a broader range of constituents.

The MCW poses unique challenges due to intermixing of natural flow with urban drainage, significant inflow cross the countyline, and the topography of the land with steep ravines and densely vegetated riparian corridors. In addition, the Monterey/Modelo formation outcrops in the watershed are natural sources of sulfate, phosphate, metals, and selenium, and are believed to contribute to the MCW water quality impairments. Outfall monitoring locations were selected as representative monitoring locations that discharge to each reach of Malibu Creek and its tributaries. The outfall monitoring locations are

representative of the range of land uses in the permit area and provide accurate data for measuring flows and characterizing pollutant loads. To meet MS4 Permit established deadlines for the non-stormwater screening of MS4 outfalls within the MCW EWMP area, the MCW EWMP Group completed the required three rounds of non-stormwater outfall screening. As such, this request for proposals should exclude non-stormwater outfall screening

The monitoring data collected at the monitored outfalls will be representative of all MS4 discharge within the EWMP area. The resulting data will be applied to all Group Members represented by the site, regardless of whether a site is located within a particular jurisdiction or received flow from that land area.

Figure 1 Geographic Boundary of the Malibu Creek Watershed

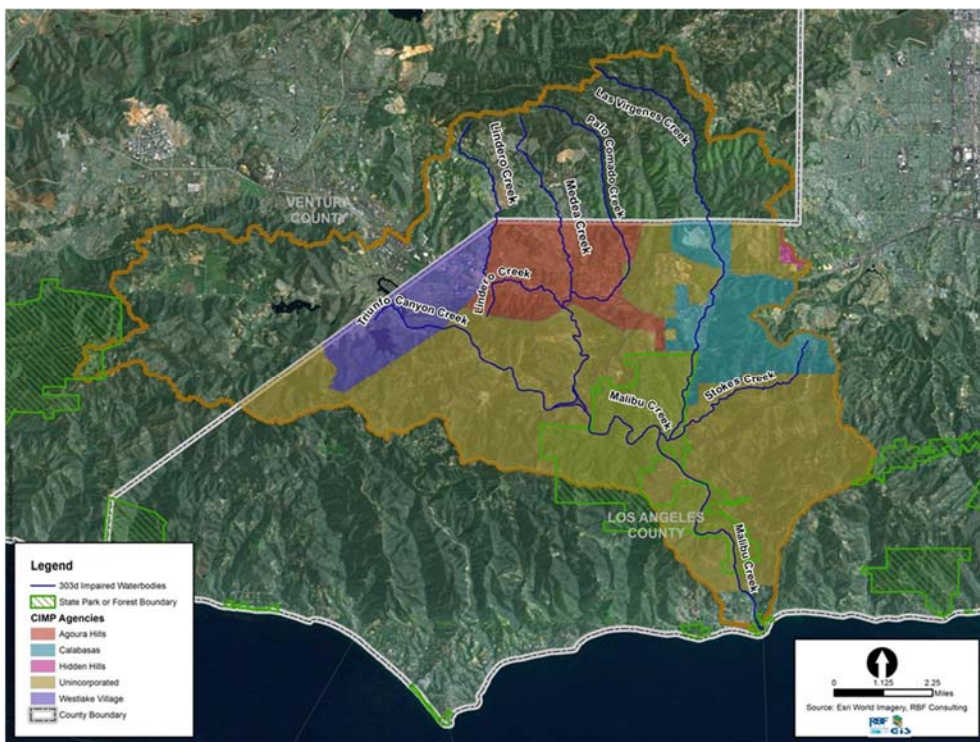


Figure 2: Malibu Creek Watershed Outfall Monitoring Sites

HUC-12	Reach	Drain Name	Size	Shape	Material	Latitude	Longitude
Potrero Valley Creek	Triunfo Cyn Reach 2	TRUNFOC-095A	27"	Round	Reinforced Concrete Pipe	34.13242	-118.8219063
Medea Creek	Lindero Cyn Reach 2	LNDRC-074	48"	Round	Reinforced Conc. Pipe	34.155	-118.7912
Las Virgenes Creek	Las Virgenes	LAVCR-054	102"	Round	Reinforced Conc. Pipe	34.134801	-118.706786
Cold Creek-Malibu Creek	Triunfo Cyn Reach 1	TRUNFOC-035	36"	Round	Reinforced Concrete Pipe	34.11445	-118.779199

Figure 3: Receiving Water Monitoring Sites

Proposed Site ID	Existing Site ID	Reach	Agency Currently Conducting Monitoring	Sample Collection Type	Impairment/Monitoring Requirement	Notes on Site
MCW-CIMP 1	MCW-2 ¹	Lower Malibu Creek	CMP	Grab	TMDL	Assigned compliance requirements in the Bacteria TMDL
MASS EMISSION STATION S-02	Mass Emission S-02	Malibu Creek	LACFCD	Automatic Sampler	Mass Emission Station, TMDL, 303(d)	Previously designated mass emission station.
MCW-CIMP 3	CMS_MC_1	Middle Malibu Creek	City of Agoura Hills / County of Los Angeles	Grab / Observation and collection	TMDL	Assigned compliance requirements in the Bacteria TMDL; Designated as CMS_MC_1 in the Trash TMDL monitoring plan.
MCW-CIMP 4	MCW-4	Upper Malibu Creek	CMP	Grab	TMDL	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 5	MCW-5	Cold Creek	CMP	Grab	TMDL	Designated in the Bacteria TMDL monitoring plan.
MCW-CIMP 6	MCW-6	Stokes Creek	CMP	Grab	TMDL	Designated in the Bacteria TMDL monitoring plan.
MCW-CIMP 7	MCW-7	Lower Las Virgenes Creek	CMP	Grab	MS4 Receiving Monitoring Site, TMDL, 303(d)	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 8	CMS LVC 3	Lower Las Virgenes Creek	City of Calabasas	Observation and collection	TMDL	Designated in the Trash TMDL monitoring plan.
MCW-CIMP 9 ¹	Downstream of MCW-10	Palo Comado Creek	CMP	Grab	TMDL	Designated in the Bacteria TMDL monitoring plan.
MCW-CIMP 10	MCW-11	Lower Medea Creek	CMP	Grab	MS4 Receiving Monitoring Site, TMDL, 303(d)	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 11 ¹	Downstream of MCW-13 / CMS_LDC_2	Lower Lindero Creek	CMP	Grab / Observation and collection	TMDL, 303(d)	Designated in the Bacteria TMDL monitoring plan; Designated as CMS_LDC_2 in the Trash TMDL monitoring plan.
MCW-CIMP 12	MCW-16	Triunfo (Lower)	CMP	Grab	MS4 Receiving Monitoring Site, TMDL, 303(d)	Assigned compliance requirements in the Bacteria TMDL.
MCW-CIMP 13	CMS_LDC_1	Upper Lindero Creek (Reach 2 and Lake Lindero)	Not currently monitored	Observation and collection	TMDL	Designated as CMS_LDC_1 in the Trash TMDL monitoring plan
MCW-CIMP 14	CMS_MDC_1	Upper Medea (Reach 2)	Not currently monitored	Observation and collection	TMDL	Designated as CMS_MDC_1 in the Trash TMDL monitoring plan
NSMBCW-RW2	-	Malibu Creek	Not currently monitored	Grab	TMDL	To be monitored by the North Santa Monica Bay Coastal Watersheds Group

1. Objectives

The goal is to implement the monitoring and reporting program in accordance with the requirements of the approved MCW CIMP and this Scope of Work. Consultants are required to design their proposals based on the MCW CIMP, as approved by the Regional Board.

The MCW EWMP Group will be considered in compliance if any of the following conditions are met:

1. There are no violations of the final water quality-based effluent limitation for the specific pollutant at the MS4 outfall(s);
2. There are no exceedances of applicable receiving water limitation for the specific pollutant in the receiving water(s) at, or downstream of, the outfall(s);
3. There is no direct or indirect discharge from the MS4 to the receiving water during the time period subject to the water quality-based effluent limitation and/or receiving water limitation for the pollutant(s) associated with a specific TMDL; or
4. In drainage areas where the MCW EWMP Group is implementing the MCW EWMP, (i) all non-storm water and (ii) all storm water runoff up to and including the volume equivalent to the 85th percentile, 24-hour event is retained for the drainage area tributary to the applicable receiving water.

2. Scope of Services

The following tasks and deliverables are provided as a guide to accomplish the objectives. In the case of a conflict between Permit requirements and the approved MCW CIMP, the approved MCW CIMP shall prevail. The services to be performed by the Consultant shall include, but is not necessarily limited to, the following tasks:

- Project Management
- Outfall Monitoring identified from Non-Stormwater Screening
- Source Identification of Non Stormwater Discharges (on a case by case basis)
- Stormwater Outfall Monitoring
- Receiving Water Monitoring
- TMDL Compliance Monitoring
- Laboratory Analysis
- Data Management
- Reporting
- Adaptive Management

3. Project Management

Within seven (7) working days of the Notice to Proceed, the Consultant team shall conduct a kick-off meeting with the MCW EWMP Group to discuss the CIMP, this Scope of Work, and any other pertinent details.

The Consultant shall conduct a field kick-off meeting with the MCW EWMP Group and sub-consultants to familiarize everyone with the sampling locations and team members. The Consultant shall recommend any procedural (not programmatic) improvements to the SOW tasks and changes to the sampling plan within 14 days of the field kick-off meeting.

The Contractor shall be prepared to begin work as soon as the Notice to Proceed is issued, which may be as early as April 20, 2016.

All sample collection and field measurements shall be performed in accordance with the processes and procedures set forth in the MCW CIMP. The Consultant shall be responsible for scheduling and activation of the sampling teams and shall notify the City of Agoura Hills via email¹ 24 hours prior to activation of the sampling team, and the LACFCD via email 72 hours prior to the forecasted storm event. In the event that weather or other logistical issues prevent email notification from occurring within the 24-hour requirement, the Consultant will notify the City via a telephone call within the 24-hour period and the LACFCD within the 72-hour period.

The Consultant shall secure all permits and comply with all conditions necessary for monitoring access and installation of monitoring equipment.

All meeting agendas shall be submitted electronically to MCW EWMP Group two (2) business days prior to the meeting date. All meeting minutes shall be submitted electronically to the City of Agoura Hills within five (5) business days after the meeting date.

The Consultant shall submit a tentative project schedule and monthly updates in order to meet deadlines established by the Scope of Work.

The Consultant shall handle water quality exceedances as expeditiously as possible. Notification of exceedances shall be sent via email to the City of Agoura Hills and the LACFCD within two business day from receipt of final laboratory results. The notification shall include the laboratory transmittal of said results (i.e. email, fax, documented phone call, hard copy mail, etc.), and tracking document of all exceedances between annual reports.

The Consultant shall conduct a formal presentation of the semi-annual and annual reports after the submittal of each draft report and before the receipt of comments on the draft report from the MCW EWMP Group.

¹ Contact information will be provided at the kickoff meeting.

Deliverables:

- 3.1. Project schedule and updated schedules as necessary.
- 3.2. Electronic copy of meeting agendas.
- 3.3. Electronic copy of meeting summaries.
- 3.4. Copies of access permits.
- 3.5. As needed, electronic copy of exceedance tracking document.
- 3.6. Copies of monitoring equipment installation permits.
- 3.7. As-built design plans for monitoring equipment to be considered by the group.
- 3.8. Electronic copy of presentations.

4. Dry Weather Monitoring

Non-stormwater Outfall Screening and Monitoring Program

The non-stormwater outfall monitoring plan described in Section 6 of the MCW CIMP is intended to identify potential sources of pollutants during non-stormwater conditions. The objectives of the non-stormwater outfall based monitoring program include:

- Assess compliance with applicable non-stormwater WQBELs derived from TMDL WLAs.
- Assess whether the discharge exceeds non-stormwater action levels.
- Determine whether a discharge causes or contributes to an exceedance of receiving water limitations.
- Assist in identifying illicit discharges.

Non-stormwater Outfall Screening

Prior to the approval of the CIMP, the MCW Group implemented the required non-stormwater outfall screening as stated in the MS4 Permit – Attachment E Section IX.G. This included the identification, inventory, and prioritization of non-stormwater discharges. As part of the CIMP monitoring, the Consultant shall continue the Non-Stormwater Outfall Program based on results from the screening phase of the program. The consultant will commence with this Program on an as needed basis with source investigation and sampling. Outfalls with significant NSW discharge, as determined by the NSW outfall screening, will be provided to the consultant at the kickoff meeting. Future screening events may be requested of the consultant at the requests of the responsible agency.

Deliverables:

- 4.1 The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

Significant Non-Stormwater Source Identification and Outfall Monitoring

Significant non-stormwater outfall monitoring locations have been identified through the non-stormwater screening program conducted by the MCW EWMP Group. Monitoring shall be conducted at these sites to assess whether the discharge exceeds non-stormwater action levels and whether the discharge contributes to or causes an exceedance of receiving water limitations.

Semi-annually, the Consultant shall develop a prioritized list of outfalls exhibiting significant non-stormwater discharges and a source identification schedule. The schedule shall support the overall requirement that source investigations are conducted for no less than 50% of the outfalls in the prioritized list by December 28, 2016 and 100% by December 28, 2017. The Consultant shall develop and implement a plan and schedule for conducting the Significant NSW Discharge source identification based on the summary found in the CIMP Section 6 and MS4 Permit.

Significant Non-Stormwater Discharge Monitoring must begin within 90 days of the completion of the source identification where the Consultant has been advised these services are needed. Monitoring shall continue until the flow is satisfactorily resolved or is determined to be comprised of exempt sources, per CIMP Section 6. Monitoring frequency will be two times during the first year following source identification, distributed evenly, during dry weather conditions and sampling events are to be coordinated with the dry weather receiving water monitoring events. Criteria and constituents to be measured are outlined in Part VIII.G.1. a-e of the MRP.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

Deliverables:

- 4.2. Draft Significant NSW Discharge source identification plan and schedule prioritizing source investigations within 30 days of the issuance of the Notice to Proceed for review by MCW EWMP Group.
- 4.3. The Final Significant NSW Discharge source identification plan and schedule shall be submitted 15 calendar days after receipt of comments.
- 4.4. Summary of source identification results for each outfall.
- 4.5. Post-Event sampling data and monitoring reports shall be submitted electronically in the format specified in the CIMP within 30 calendar days of each event.
- 4.6. The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW.

Non-stormwater, Receiving Water Monitoring

Within the EWMP area, TMDL monitoring sites are required in Malibu Creek and its tributaries to meet the requirements of the Bacteria TMDL. Given the Bacteria TMDL has the most stringent monitoring requirements, the in-stream site selection has been centered on meeting the requirements of the Bacteria TMDL.

The MCW EWMP Group, and others, are currently implementing the Malibu Creek and Lagoon Bacteria Compliance Monitoring Plan and Malibu Creek Watershed Trash Monitoring and Reporting Plan. These plans can be found in Appendix G and K, respectively, of the approved CIMP that is included herewith as Attachment A. The consultant shall assume responsibility of these programs as detailed in the approved CIMP beginning July 1, 2016 through the duration of the consultant contract, and any extensions thereof.

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

Within the MCW EWMP area, TMDL monitoring sites are required to have one monitoring location per subwatershed of the MCW. The MCW Receiving Water Monitoring Sites, constituents, and monitoring frequencies are provided in Table 11 of the approved MCW CIMP.

The LACFCD will conduct monitoring for all non-stormwater events at the Malibu Creek Mass Emission Station (S02). The consultant will conduct monitoring for all other receiving water sites at a frequency provided in Table 11 of the MCW CIMP. At a minimum, one of the events at each site is monitored during the month with the historically lowest instream flows, or where instream flow data is not available, or during the historically driest month of August.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

Deliverables:

- 4.7. The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- 4.8. The Consultant shall submit the annual and semi-annual reports per the reporting Section of this SOW and 2012 MS4 Permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.

5. Wet Weather Monitoring

Stormwater Outfall Monitoring

The MS4 Permit requires that the MCW EWMP Group members implement a stormwater outfall monitoring program during wet weather conditions. The objectives of the program include:

- Determine the quality of discharges relative to municipal action levels (MALs);
- Determine whether discharges are in compliance with applicable stormwater limits, water quality based effluent limits (WQBELs), and total maximum daily loads (TMDLs); and
- Determine whether discharges cause or contribute to an exceedance of receiving water limitations.

The Stormwater Outfall Monitoring program was developed to comply with the elements and objectives described in Section 5 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Receiving Water Monitoring) including the first qualifying rain event of the wet season of the monitoring year (October 1 to April 15) at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as secondary gauge. Both gauges data can be viewed at http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm.

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The outfall locations are shown in Figure 7, and identified on Table 13, of the approved CIMP. Due to the temporal requirements and financial burden associated with installing auto-sampler stations at the outfall sites, a phased approach will be employed. Two outfall sampling sites will be installed each of the first two years of this monitoring program. The first complete wet season (2016-17 projected) sites TRUNFOC-035 and LAVCR-054 will be installed with LNDRC-074 and TRUNFOC-095A installed for the second complete wet season of monitoring. Sampling will not commence at each of the stations until the completion of the auto sampler installation as required by the MCW CIMP. See Attachment B for standard plans for the installation of water quality monitoring stations.

The list of constituents and frequencies to be monitored can be found in Table 16 of the approved MCW CIMP. The constituents in Attachment C that are not water quality priorities shall be assessed with applicable water quality objectives for one year of monitoring for each set of outfalls. If the constituents are not detected during the first year at levels above applicable objectives, monitoring for those constituents will cease after the first year.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated highest total amount of rain during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative the sample is.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custodies as required by the MCW CIMP.

Deliverables:

- 5.1. The Consultant shall submit electronic copies of Post-Event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event.
- 5.2. The Consultant shall submit the annual and semi-annual report per the reporting Section of this SOW conforming to the requirements of the 2012 MS4 permit and approved CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.

Wet Weather Receiving Water Monitoring

Within the EWMP area, TMDL monitoring sites are required in several locations throughout the Malibu Creek Watershed, Malibu Lagoon, and the Santa Monica Bay to meet the requirements of TMDLs established for the Malibu Creek Watershed. Given the Bacteria TMDL has the most stringent monitoring requirements, the in-stream site selection has been centered on meeting the requirements of the Bacteria TMDL. The Bacteria TMDL requires at least one monitoring location per subwatershed, and areas of known recreational use.

The MCW EWMP Group, and others, are currently implementing the Malibu Creek and Lagoon Bacteria Compliance Monitoring Plan and Malibu Creek Watershed Trash Monitoring and Reporting Plan. These plans can be found in Appendix G and K, respectively, of the approved CIMP. The consultant shall assume responsibility of these programs as detailed in the approved CIMP beginning July 1, 2016 through the duration of the consultant contract, and any extensions thereof.

The LACFCD will conduct monitoring for all wet weather events at the Malibu Creek Mass Emission Station (S02) with consultant assistance for storm borne sediment (SBS) as described below. The Consultant will conduct monitoring for all other receiving water sites for three wet events including the first significant storm event of the monitoring year.

The Consultant will conduct SBS analysis for samples collected at Malibu Creek Mass Emission Station (S-02) by providing the services below. Note the LACFCD will perform all sampling at S-02 including the operation of the automated equipment.

- Establish SBS analysis with a laboratory (such as Vista Analytical Laboratory in El Dorado Hills, CA) certified to conduct high resolution mass spectrometer analysis for EPA 1668 for PCBs and EPA 1699 for DDTs. The laboratory must filter all samples to analyze the EPA methods on extracted solids.
- Create a SBS monitoring plan in coordination with the LACFCD and the SBS certified laboratory to successfully achieve requirements of EPA 1668 and EPA 1699 for PCB and DDT monitoring.
- Provide all necessary items to the LACFCD (i.e. bottles, labels, COC, etc.) for each event. Receive all SBS samples (including blanks, duplicates and storm samples for three events) from the LACFCD, perform any needed sub-sampling and deliver to the SBS certified laboratory for processing and analyses within holding times.
- Coordinate all SBS certified laboratory analysis including providing TSS/SSC results from the County of Los Angeles' Department of Public Health Environmental Toxicology Laboratory to the SBS certified laboratory ensuring all holding times are met.
- Provide analysis of SBS certified laboratory results and recommend action items based on QA/QC thresholds established in the MCW CIMP.
- Receive all data from the SBS certified laboratory and report to the MCW CIMP group in accordance with Sections 8 and 9 of this RFP.
- Conduct equipment cleaning if needed in cooperation with the SBS certified laboratory to address blank detections following guidance from the MCW CIMP Appendix B.

The objectives of the receiving water monitoring are to:

- Determine whether the receiving water limitations are being achieved;
- Assess trends in pollutant concentrations over time, or during specified conditions; and
- Determine whether the designated beneficial uses are fully supported as determined by water chemistry, as well as aquatic toxicity and bioassessment monitoring.

The MCW Receiving Water Monitoring Sites, constituents, and monitoring frequencies are provided in Table 11 of the approved MCW CIMP.

The Receiving Water Monitoring program was developed to comply with the elements and objectives described in Section 4 of the MCW CIMP. To that end, the Consultant shall be prepared to collect and analyze stormwater pollutant levels for three (3) wet weather events (concurrent with Stormwater Outfall Monitoring) including the first qualifying rain event of the monitoring year at the designated stormwater outfalls. This includes, but is not limited to, the following activities:

- A wet weather sampling event will be triggered by the prediction of a storm of 0.25 inches or greater and with a 70 percent probability of rainfall at least 24 hours prior to the event start time;
- Sampling events shall be separated by a minimum of three days of dry conditions (<0.1 inches); and
- The County of Los Angeles Department of Public Works' rain gauge 317 – Agoura Fire Station #65 will be used for MCW representative rainfall amounts. Rain gauge 319 – Monte Nide Fire Station #67 can be used as a secondary gauge. Both gauges data can be viewed at http://ladpw.org/wrd/precip/alert_rain/index.cfm?cont=24hr.cfm.

Because a significant storm event is based on predicted rainfall, it is recognized that this monitoring may be triggered without 0.25 inches of rainfall actually occurring. In this case, the monitoring event will still qualify as meeting this requirement provided that sufficient sample volume is collected to do all required laboratory analysis. Documentation will be provided showing the predicted rainfall amount.

The Consultant shall notify the City of Agoura Hills and the LACFCD 72 hours prior via email upon activation of the sampling team. The notification shall contain, but is not limited to:

- Anticipated start time and date of the storm event, anticipated total rainfall during any given 24 hour period during the storm, and probability of the precipitation and sources of weather information;
- Confirmation that the laboratory has been notified to expect samples;
- Any planned deviations from the established monitoring plan; and
- Name and cell phone number of Consultant's storm event coordinator.

The Consultant shall document when storm activation, deactivation, and sample delivery to the lab has been completed. **Consultant will not be compensated for false starts.** Consultant shall provide corresponding hydrographs and time of sampling event for each to help assess how representative of the sample.

The Consultant will be responsible for preparation of sampling sites and equipment (calibration of field meters, bottle preparation, label preparation to successfully complete all samples (including blanks and duplicates), in-situ field measurements, field observation logs and chain of custody as required by the MCW CIMP.

Deliverables:

- 5.3. The Consultant shall submit electronic copies of post-event sampling data and monitoring reports in the format specified in the CIMP within 30 calendar days of each event. In addition, Consultant shall submit corresponding hydrographs for each qualifying storm event and provide the time when the samples were taken.
- 5.4. The Consultant shall submit electronic copies of SBS reports and provide summary of QA/QC analysis and recommend actions.
- 5.5. The Consultant shall submit the annual reports per the reporting section of this SOW conforming to the requirements of the 2012 MS4 permit and approved MCW CIMP. This deliverable shall include and consider relevant monitoring data collected prior to commencement of the consultant's contract.
- 5.6. Receiving water monitoring sites representative of the impacts from MS4 discharges.
- 5.7. If determined necessary by the MCW EWMP Group, provide report of equipment blanking with the SBS certified laboratory if field equipment blanks have detections of PCBs or DDTs.

6. Laboratory Analysis

The Consultant is responsible for selecting certified laboratories with the ability to perform water, sediment, and tissue analyses meeting the detection and reporting limits identified in the MCW CIMP and MS4 Permit.

The Consultant is responsible for the collection, validation, and management of all data produced by the certified lab prior to reporting activities.

Deliverables:

- 6.1. Test laboratory certificate of qualifications to meet the approved/modified laboratory detection and reporting limits identified in the MCW CIMP Appendices.
- 6.2. Chain of custody forms. To be submitted with the post-event sampling data and monitoring reports.

7. Data Management

The Consultant shall gather and integrate data for use in the annual reports.

The Consultant shall meet all data management and reporting requirements as specified by the MS4 permit and approved MCW CIMP. The Consultant shall maintain copies and provide the MCW EWMP Group with copies of all field logs and photo-documentations in accordance with the requirements of MS4 Permit and the approved MCW CIMP. The photo-documented assessments of site conditions for the upstream and downstream of all the monitoring sites shall be submitted in an approved electronic format.

The Consultant shall maintain a database application to store all information collected as part of this SOW. The database should be accessible to MCW EWMP Group members and allow access to water quality monitoring information for all monitoring locations. The database shall include all required information, attachments, and water quality result data. The database shall allow users to perform simple spatial queries on the data and create reports. Data should also be accessible for further analysis and reporting within ArcGIS.

Deliverables:

- 7.1. Database of all information collected as part of this contract, the format of which must be approved by the MCW EWMP group.
- 7.2. In conjunction with each monitoring/sampling event, all laboratory results will be submitted in a format that is consistent with the most recent update of the Southern California Municipal Stormwater Monitoring Coalition’s (SMC) Standardized Data Transfer Format (SDTFs) (templates shown here <http://www.sccwrp.org/Data/DataSubmission/SouthernCaliforniaRegionalDataCenter.aspx>) and the California Environmental Data Exchange Network (CEDEN) data format (templates available here http://www.ceden.org/ceden_datatemplates.shtml). The City of Agoura Hills will provide comments within 30 calendar days from the receipt of each data file. The Consultant shall re-submit the modified data files within 15 calendar days from the receipt of comments.

8. Reporting

The Consultant will be responsible for reporting requirements for all MCW CIMP related activities collected for the monitoring period of July 1 through June 30 for inclusion in the MS4 Annual Report. The reports shall include data collected during monitoring activities. The Annual Integrated Monitoring Compliance Report will summarize any exceedances of:

- Wet-weather outfall stormwater monitoring data,
- Wet-weather receiving water monitoring data,
- Non-Stormwater outfall monitoring data,
- Dry weather receiving water data.

Additionally, the MRP specifies semi-annual, electronic submittal of receiving water and outfall monitoring data. Therefore, to fulfill the reporting requirements, the monitoring year will be split -as follows:

Monitoring Data Submission Requirements

Monitoring Period	Data Submittal
July 1 through December 31	By June 15 th of the following year
January 1 through June 30	By December 15 th , included with the Annual Monitoring Report

The annual monitoring reports must include:

- Event summaries,
- Analytical results,
- Assessment of effectiveness of control measures,
- Compliance report,
- Adaptive management strategies and proposed modifications to the CIMP, and
All relevant monitoring data collected prior to commencement of the consultant's contract.

Reports should also describe the status of the phase in of wet-weather outfall monitoring established in the MCW CIMP.

Reports shall include a summary of all identified exceedances of all applicable receiving water limitations (RWL), water quality-based effluent limitations (WQBELs), Municipal action levels (MALs).

Reports shall include a Municipal Action Level (MAL) Assessment Report, which presents the stormwater outfall monitoring data with a running average of 20% or greater of exceedances of the MALs. The list of MALs can be found in Attachment G of the MS4 Permit.

As an optional task, reports may include a MAL Action Plan at Year 3 to address any exceedances of MALs, in accordance to Attachment G of the MS4 Permit.

Deliverables:

- 8.1. The draft Semi-annual Report shall be submitted by April 1st **and October 1st** annually. The work group will require 30 calendar days to review and provide comments prior to finalizing the semi-annual report for submission to the Regional Board.
- 8.2. The Consultant shall submit the Draft Annual Report by October 1 of each year. **The Annual Report shall address all reporting requirements from the MRP (Attachment E), Sections XV through XVIII.** The City of Agoura Hills will require 30 calendar days to review and provide comments prior to finalizing the Annual Report. The Consultant shall then incorporate those comments and provide a final report to be submitted by the Permittees to the Regional Board by December 15 of each year.
- 8.3. The Consultant will submit the monitoring data per the submission requirements listed above, **including the annual monitoring report and the MAL Assessment Report.**
- 8.4. Optional Task: MAL Action Plan as part of the Annual Report

Interim and Final TMDL Compliance Milestones Applicable to the MCW

Reach		Cheeseboro Creek	Cold Creek (tributary to Malibu Creek)	Las Virgenes Creek	Liberty Canyon Creek	Lindero Creek Reach 1	Lindero Creek Reach 2	Malibu Creek	Medea Creek Reach 1	Medea Creek Reach 2	Palo Comado Creek	Stokes Creek	Triunfo Canyon Creek Reach 1	Triunfo Canyon Creek Reach 2
TMDLs - Category 1 - Highest Priority with Past Due TMDL Milestones														
Bacterial Indicator TMDLs	E. coli (dry)			X		X	X	X	X	X	X	X		
Trash	Trash			X		X	X	X	X	X				
TMDLs - Category 1 - Highest Priority without Past Due TMDL Milestones														
Bacterial Indicator TMDLs	E. coli (wet)			X		X	X	X	X	X	X	X		
Nutrients/ Nutrient Related	Total Nitrogen	X	X	X		X	X	X	X	X	X	X	X	X
	Total Phosphorus	X	X	X		X	X	X	X	X	X	X	X	X
	Nitrate as Nitrogen plus Nitrite as Nitrogen	X	X	X		X	X	X	X	X	X	X	X	X
Benthic Community Impairments (TMDL)	Sedimentation		X	X				X				X		
	Total Nitrogen		X	X				X				X		
	Total Phosphorus		X	X				X				X		
	TSS		X	X				X				X		
	Turbidity		X	X				X				X		
	Dissolved Oxygen		X	X				X				X		
	Ammonia		X	X				X				X		
Chlorophyll <i>a</i>		X	X				X				X			
303(d) - Category 2 - High Priority														
303(d) listed impairments	Benthic - Macroinvert Assessments					X				X				X
	Sedimentation/Siltation								X	X			X	X
	Fish Barriers (Fish Passage) ¹							X						
	Invasive species ²			X		X				X				
	Selenium ²			X		X	X	X	X	X				
	Sulfates							X						
	Lead												X	X
Mercury												X	X	

Reach	Cheeseboro Creek	Cold Creek (tributary to Malibu Creek)	Las Virgenes Creek	Liberty Canyon Creek	Lindero Creek Reach 1	Lindero Creek Reach 2	Malibu Creek	Medea Creek Reach 1	Medea Creek Reach 2	Palo Comado Creek	Stokes Creek	Triunfo Canyon Creek Reach 1	Triunfo Canyon Creek Reach 2
Water Quality Objective Exceedances - Category 3 - Medium Priority													
Water Quality Objective Exceedances	Chloride	X											
	Phosphate as P	X			X								
	Specific Conductivity	X			X					X			
	Sulfate	X			X								
	TDS	X			X								
<i>E. coli</i>				X									

Notes:

¹ 303(d) listed impairment not based on pollutant

² 303(d) listed impairment may not be the result of MS4 discharge (invasive species and selenium)

9. Health and Safety

The proposed work shall be performed by the Consultant and any sub-contractor in accordance with the requirements of California Occupational Health & Safety (Cal-OSHA). The Consultant shall:

- Develop and provide the City of Agoura Hills with three copies of a Health and Safety Plan (HSP) prior to the start of any field work.
- Shall also comply with any other Federal Occupational Health and Safety Administration requirements, if applicable to the proposed work.
- The HSP shall address site-specific safety concerns at all sites including, but not limited to, permit required confined-space entry safety requirements, vandalism, site accessibility, lane closures, storm drain laterals, etc.

The HSP shall cover all practices related to the work involved, including but not limited to:

- Acceptable entry conditions;
- Testing, monitoring, communications and lighting equipment;
- Barriers and shields;
- Ladders; and
- Retrieval devices.

Deliverables:

- 9.1. Three hard copies and one electronic copy of the Health and Safety Plan

10. Quality Assurance Project Plan

The Consultant shall prepare a Quality Assurance Project Plan (QAPP) that includes the following:

- Sampling locations and frequency
- Sample handling and storing procedures
- Laboratories that will be used for the monitoring program
- Analytical methods
- Data processing procedures
- Quality assurance/quality control

The approved MCW CIMP includes a QAPP in Appendix B. The consultant shall update the document as necessary with 30 days of issuance of the NTP if changes are made.

Deliverables:

- 10.1. The Consultant shall submit a revised QAPP within 30 days of issuance of the NTP, if changes are necessary.

11. Fee Schedule

Provide a proposed fee schedule including a detailed breakdown of each element or task of the project in Year 1 (4/20/16 to 6/30/17), Year 2 (7/1/17 to 6/30/18), and Year 3 (7/1/18 to 6/30/19). This estimate should include the number of hours required for completion and an hourly rate for each type of service (job description) provided in each task. A total estimated project fee is to be included. All information shall be provided in a unified manner for the lead Consultant and any sub-consultants. The fees should also detail team members, hourly billable rates, lab analysis fees per sample and test, and the hours allocated for the project by task.

12. Period of Performance

The term of services is for three years with the opportunity for two, one year extensions. The contract will begin at the issuance of the Notice to Proceed and end, unless extended, on June 30, 2019. Within seven days the Consultant will have a kick-off meeting with MCW EWMP Group members. Monitoring shall commence on April 20, 2016.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 12, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: MAUREEN TAMURI AIA, AICP 
MICHAEL KLEIN, PLANNER**

**SUBJECT: APPROVAL OF A FIVE YEAR SERVICE SUBSCRIPTION AND
SUBLICENSE AGREEMENT WITH DIGITAL MAP PRODUCTS (DMP) IN
THE TOTAL AMOUNT OF \$148,430 TO PERFORM PROFESSIONAL
GEOGRAPHIC INFORMATION SYSTEMS (GIS) MANAGEMENT
SERVICES.**

MEETING DATE: APRIL 27, 2016

SUMMARY RECOMMENDATION:

Approval of a five year Service Subscription and Sublicense Agreement with Digital Map Products (DMP) in the total amount of \$148,430 to perform professional Geographic Information Systems (GIS) Management Services.

BACKGROUND:

Digital Map Products has provided the City and its residents with on-line access to GIS information regarding properties. The Agreement was first awarded by the Council in 2005; this will be the third renewal requested. Over the years, Staff has worked with DMP to add layers of City specific information, such as ridgelines, blue line streams, parcel zoning and HOA information. Under an agreement with the Los Angeles County Assessor's Office, Staff is able to access detailed data regarding property ownership and other confidential data.

DISCUSSION/ANALYSIS:

Digital Maps is used daily by over 30 staff within multiple City departments. Site information is accessed for use by Planners whenever there is a counter or phone inquiry, Building and Safety for all permits, Public Works (landscaping, engineering and transportation), and Code Enforcement. The City has also utilized data from the application to assist the LA County Fire or Sheriff's Department in notifying property owners during an emergency, as was the recent case on the arson fire on Park Contessa.

Staff has had excellent product service from DMP throughout the years. They are highly responsive to Staff requests, and provide frequent and meaningful updating of their software. Because of the significant investment which has been made over the past ten years in adding layers of City specific information, transferring to a new product would involve first time costs which will not result in long term savings for the City. Also, many products, such as those developed by the County of Los Angeles, require the services of specialty GIS personnel which we, as a small City, do not employ.

FISCAL IMPACT/SOURCE OF FUNDING:

Funding for this effort would be provided under the Community Development Department's annual budget request.

REQUESTED ACTION:

Approval of a five year Service Subscription and Sublicense Agreement with Digital Map Products (DMP) in the total amount of \$148,430 to perform professional Geographic Information Systems (GIS) Management Services.

ATTACHMENTS:

A – Digital Maps Agreement

Agreement No. Calabasas-MI
Date Created: April 12, 2016
Account Manager: Mary Kane (949) 333-5147
Technical Contact: Karen Figgins (949) 333-5184



**18831 Von Karman Avenue
Suite 200
Irvine, CA 92612**

Address & Contact Information

Company Name: City of Calabasas
Contact Name: Michael Klein
Billing email: mklein@cityofcalabasas.com
Billing Phone: 818-224-1600

Bill To: City of Calabasas
100 Civic Center Way
Calabasas CA 91302

Terms and Conditions

Contract Start Date: August 15, 2016
Contract End Date: August 14, 2021
Contract Term: 5 years

Payment Method: Check
Payment Terms: Net 30
Billing Frequency: Annual
Billing Method: Email

Provided Content

<u>Product</u>	<u>Description</u>	<u>Cost</u>	<u>Term</u>	<u>Discount</u>	<u>Annual Price</u>
GovClarity™	Enterprise (Agency-wide) Aerial Imagery <ul style="list-style-type: none"> Parcel Data (Annual update) Property Records (Weekly updates) Tax Maps 	\$27,800	2016-17 2017-18 2018-19 2019-20 2020-21	20% 15% 10% 10% 10%	\$22,240 \$23,630 \$25,020 \$25,020 \$25,020
CommunityView™	Public Facing				Included
Data Content	Environmental Hazards Premium Layer (Annual update)	\$2,100			\$2,100
Data Content & Delivery	Premium Imagery City Boundary + Buffer <ul style="list-style-type: none"> 1' Pixel Resolution Imagery Includes on-site usage license Software Integration 	\$3,400			\$3,400
Customer Success Team	Training, Help Documentation, Support				Included
		Total Annual Price	2016-17 2017-18 2018-19 2019-20 2020-21		\$27,740 \$29,130 \$30,520 \$30,520 \$30,520

The parties agree to the terms contained herein including all exhibits. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document.

CITY OF CALABASAS

By: _____
Print Name: _____
Title: _____
Date: _____

DIGITAL MAP PRODUCTS, INC.

By: _____
James Skurzynski
Title: President
Date: _____



Web Application Subscription Terms and Conditions

By executing the Order Form that references this agreement and initialing these Web Application Subscription Terms and Conditions (collectively, the "Agreement"), You agree that the Agreement terms govern Your purchase and use of Digital Map Products ("DMP") Web Application and Content. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these terms, in which case the terms "You" or "Your" shall refer to the entity and its affiliates. If You do not have such authority, or if You do not agree with these terms and conditions, You must not accept the Agreement and may not use the Web Application or Content.

This Agreement was last updated on June 2nd, 2014. It is effective as of the date You signed the Order Form.

1. DEFINITIONS

"Content" means any content provided through the Web Application (whether created by Us or Our third-party licensors), and includes but is not limited to any information portrayed or rendered in any manner through the Web Application, including maps, data, analysis and images of any kind.

"Order Form" means an ordering document specifying the specifics of what is being provided hereunder that is entered into between You and Us, including any addenda and supplements thereto. By entering into an Order Form hereunder, an affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"User" means an individual who is authorized by You to use the Web Application, for whom You have ordered the Web Application, and to whom You (or We at Your request) have supplied a user identification and password.

"We," "Us" or "Our" means Digital Map Products, Inc. or its affiliates.

"Web Application" means the product You have requested access to and that has been ordered by You under this Agreement and has been made available by Us, excluding any third-party web sites, content, or applications that our products and services link to. Any use of the term Web Application shall be assumed to include Content.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means electronic data and information submitted by or for You to be incorporated into the Web Application.

2. WEB APPLICATION, CONTENT, AND USAGE

2.1. Web Application and Content. We will (a) make the Web Application available to You pursuant to this Agreement and the Order Form, (b) provide support for the Web Application to You pursuant to any such indication on the Order Form. Unless expressly provided otherwise, the Web Application is purchased as a subscription, and subject to usage limits, including, for example, the number of Users and the geographic coverage areas specified in the Order Form. Unless otherwise specified, the Web Application may not be accessed by more than the number of Users indicated, a User's password may not be shared with any other individual, and Users will not attempt to access information or functionality outside of the purchased geographic coverage areas.

2.2 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, (b) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Web Application, and notify Us promptly of any such unauthorized access or use, and (d) use the Web Application in accordance with any applicable laws and government regulations.

2.3 Usage Restrictions. You will not (a) make the Web Application available to, or use the Web Application for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent, or lease any portion of the Web Application, (c) use the Web Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) interfere or disrupt the integrity or performance of the Web Application or third-party data, (e) copy the Web Application or any part, feature, function, or user interface thereof, (f) copy,

extract, or store Content except as expressly permitted, (g) frame or mirror any part of the Web Application, other than framing on Your own intranets or otherwise for Your own internal business purposes, (h) process, extract, conduct load testing on, or place undue load on any part of the Web Application except as expressly permitted, or (i) access the Web Application in order to build or enhance a competitive product or service.

2.4. Future Functionality, Updates, and Beta Services. You agree that Your purchase of use of the Web Application is not contingent on the delivery of any future functionality or content, nor dependent on any oral or written public comments made by Us regarding future functionality or content. You agree that We may make changes to the Web Application over time for any reason, without limitation, and that We may not continue to provide or support older versions of the Web Application. We may invite You to try other Web Applications and options to Web Applications. Any such additional Web Applications and options may be subject to additional or separate terms and fees. In the event that such other Web Applications and options are trials or beta products, we will have no liability for any harm or damage arising out of Your use of such.

3. FEES, PAYMENT, AND TERM

3.1. Fees and Payment. You will pay all fees specified in the Order Form plus any applicable taxes, levies, duties, or similar governmental assessments of any nature. Except as otherwise specified herein or in an Order Form, (a) fees are based on the purchased use and not actual incremental usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, (c) fees shall be made in advance in accordance with the frequency stated in the Order Form, (d) quantities or add-ons purchased cannot be decreased during the relevant subscription term, and (e) unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information and notifying Us of any changes to such information.

3.2. Non-Payment or Failure to Pay. A charge of 1.5% per month may be assessed on any outstanding and past due invoices until paid in full. You will be charged for any cost of collections including, but not limited to, agent fees, legal fees and costs, and other associated expenses. If Your access and use is terminated or suspended due to nonpayment or non-compliance, You shall nonetheless still be responsible for any fees as set forth in this Agreement. If We do not receive from You payment for the invoiced amount within thirty (30) days of its due date, We may suspend Your access and use of the Web Application, until You bring Your account current.

3.3. Term of Agreement. This Agreement will continue for the period defined in the Order Form. Thereafter, this Agreement shall automatically renew for additional twelve (12) month periods unless either party notifies the other party in writing at least sixty (60) days prior to the expiration of the then current term of its intent not to renew. Upon termination, any licenses granted by Us under this Agreement are immediately revoked.

4. PROPRIETARY RIGHTS, LICENSES, AND CONFIDENTIALITY

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their rights, titles, and interests in and to the Web Application, including all of Our/their related intellectual property rights. You understand that We may at our sole discretion replace vendors or suppliers related to Content or Web Application functionality at any time without notice. You agree that any works commissioned or undertaken by Us pursuant to or in supplement to this Agreement shall be and remain Our property. No rights are granted to You hereunder other than as expressly set forth herein.

4.2. Preservation of Notices. You agree to include, and not to remove or obscure, any copyright, trademark, patent, or other notices appearing within our Web Application including any visual or printed depictions of the same.

4.3. License to Host Your Data. You grant Us a limited-term license to host, copy, adapt, modify, transmit, and display Your Data, as necessary for Us to provide the Web Application to You. You reserve all title, interest and intellectual property rights to Your Data.

4.4. License to Collect Data and Use Feedback. You agree that We may collect and use information gathered as part of the Web Application to improve Our technology, products, and internal processes. You grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Web Application any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Your Users.

5. CONFIDENTIALITY

5.1. Trade Secrets and Confidential Information. The Web Application is based on and includes Our proprietary trade secrets and confidential information. You will not modify, adapt, translate, reverse engineer, decompile, attempt unauthorized access to, or disassemble any portion of the Web Application. You will treat the Web Application with at least the same degree of care

(and no less than a reasonable degree of care) as that which You would treat Your own trade secrets and confidential information. You will not disclose the terms of this Agreement or any Order Form to any third party.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1. Our Warranties. EXCEPT FOR ANY EXPRESS WARRANTIES PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WE PROVIDE THE WEB APPLICATION ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATION, WARRANTY, OR COVENANT WHATSOEVER REGARDING PERFORMANCE, FUNCTIONALITY, AVAILABILITY, ACCURACY, OR SECURITY OF THE WEB APPLICATION OR YOUR DATA. WE MAY ALTER, REDUCE THE FUNCTIONALITY OR CONTENT OF, AND/OR TERMINATE THE WEB APPLICATION AT ANY TIME WITHOUT CAUSE IN OUR SOLE DISCRETION. NO AGENT OF DMP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF DMP AS SET FORTH HEREIN.

NEITHER US NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THE WEB APPLICATION, SERVERS, OR ANY E-MAIL SENT ARE FREE OF ERRORS, OMISSIONS, VIRUSES OR OTHER HARMFUL COMPONENTS. BY ACCEPTING THIS AGREEMENT, YOU DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS OF OURS AND ANY OF OUR THIRD PARTY PROVIDERS, PARTNERS, OR AFFILIATES EXCEPT AS EXPRESSLY PROVIDED HEREIN.

6.2. Limitation of Liability. Our aggregate and maximum liability in connection with any claim arising out of or relating to this Agreement shall be limited to a refund of fees paid by You to Us up to a limit of one year's worth of fees. We shall not be liable for any special, indirect, incidental, or consequential damages of any kind (including attorneys' fees) arising in connection with Your use of the Web Application, or any failure by Us to perform our obligations, regardless of any negligence alleged.

6.3. Indemnification. We will defend and indemnify You against a third-party action, suit, or proceeding against You to the extent such claim is based upon an allegation that the Web Application or Content under this Agreement infringes a valid United States patent or copyright or misappropriates a third party's trade secret. If a third party alleges that Your Data or your use of the Web Application in breach of this Agreement infringes or misappropriates intellectual property rights or violates law, You will defend and indemnify Us and Our third party providers, partners, and affiliates against any such claim, demand, suit, or proceeding, including any judgments, settlements, and attorney fees.

7. ADDITIONAL PROVISIONS

7.1. Non-Assignability. Neither party may assign or transfer this Agreement without the prior written consent of the other party. Any unauthorized assignment or transfer will be null and void, and enables termination. This Agreement is binding upon any authorized successor or assignee.

7.2. Entire Understanding. This Agreement is the parties' entire agreement relating to its subject, and supersedes any prior or contemporaneous agreement. Any amendment must be in writing and expressly state that it is amending this Agreement.

7.3. Governing Law & Arbitration. This Agreement is governed by California law, excluding California's choice of law rules. All disputes relating to this Agreement will be subject to binding arbitration pursuant to the rules of The American Arbitration Association or the Judicial Arbitration And Mediations Services, Inc. The exclusive place of the arbitration shall be Orange County, California. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. For the purpose of entry of judgment on such an award, the parties consent to personal jurisdiction in the courts of Orange County, California.

7.4. Headings Not Controlling. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

7.5. Severability. If any provision of this contract is held to be illegal, invalid, or unenforceable, such provision is fully separable, and the remaining provisions of the contract shall remain in full force and effect.

Initials


Date



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 18, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, PUBLIC WORKS DIRECTOR, P.E., T.E. / CITY ENGINEER
HEATHER MELTON, LANDSCAPE MAINTENANCE DISTRICT MANAGER**

SUBJECT: RECOMMENDATION TO AWARD FIVE-YEAR PROFESSIONAL SERVICES AGREEMENTS TO VENCO WESTERN, INC. FOR THE LANDSCAPE MAINTENANCE OF THE COMMON BENEFIT AREAS (CBA): CBA-1 (ZONE 21), CBA-4 (ZONE 24), CBA-5 (ZONE 25) AND CBA-6 (ZONE 26) WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 IN THE CITY OF CALABASAS.

MEETING DATE: APRIL 27, 2016

SUMMARY RECOMMENDATION:

Recommendation to award five-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common benefit areas within Landscape Maintenance District 22 in the City of Calabasas, for the amounts of: CBA-1 (Zone 21), \$115,080.00 per year not to exceed \$720,400.00; CBA-4 (Zone 24), \$36,900.00 per year not to exceed \$399,000.00; CBA-5 (Zone 25), \$68,300.00 per year not to exceed \$645,800.00; and CBA-6 (Zone 26), \$59,700.00 per year not to exceed \$504,000.00 plus Consumer Price Index (CPI) increases for regular landscape maintenance and extra required work.

Additionally, authorize the Public Works Director to approve extra landscape maintenance work as needed under the terms of the PSA with Venco Western, Inc.

in an amount not to exceed the monies budgeted in the funds designated for the landscape work.

BACKGROUND:

The City's current contractor for landscape maintenance service for CBA-1 (Zone 21); CBA-4 (Zone 24); CBA-5 (Zone 25); and CBA-6 (Zone 26) is Venco Western, Inc. These are two-year contracts with three one-year contract extensions, for a total period of five years. The contracts expire on June 15, 2016.

A written letter from the Calabasas Park HOA Overboard was submitted noting the satisfaction with the level of professionalism of the services provided by Venco Western and expressly requested that Venco Western be retained as their provider of landscape maintenance services.

In the nature of an extension of their existing contracts, the new contracts will be under the same terms and conditions but for five years with no contract extensions.

DISCUSSION/ANALYSIS:

In general, the scope of this contract consists of, but is not limited to landscape maintenance of landscape spaces, including mowing and edging, weeding, sweeping, pruning of shrubs and groundcovers, fertilizing, litter clean-up, and tree trimming for clearances within the locations shown on the Work Area Maps, enclosed.

The yearly contract amount includes anticipated and routine scheduled maintenance operations but does not make provisions for unforeseen or emergency work which is not uncommon when maintaining large landscape areas; however, an estimated dollar amount was calculated and included in the landscaping budget in case of such occurrences. The additional work generated from such events is not guaranteed but if additional work is released by the City in no event shall the total contract value exceed the following amounts over the five year term of the contracts: CBA-1 (Zone 21), \$720,400.00; CBA-4 (Zone 24), \$399,000.00; CBA-5 (Zone 25), \$645,800.00; and CBA-6 (Zone 26), \$504,000.00.

Table – A

**Fiscal Year
2016-2017**

Zone No. & Name	Regular Maintenance	Insect & Disease Control	Irrigation Repair	Landscape Refurbish.	Pest Abatement	Plant, Shrubs, & Turf	Tree Planting	Tree Trimming	Tree Removal	Total Authorized Extra Work	TOTAL
CBA-1 (Zone 21)	\$ 115,080.00	\$1,000	\$ 8,000		\$ 1,500	\$ 1,500	\$ 1,000	\$ 10,000	\$ 4,000	\$ 27,000	\$ 142,080.00
CBA-4 (Zone 24)	\$ 36,900.00		\$18,000	\$ 1,200	\$ 1,000	\$ 4,000	\$ 1,000	\$ 12,000	\$ 5,000	\$ 42,200	\$ 79,100.00
CBA-5 (Zone 25)	\$ 68,300.00	\$1,500	\$20,000		\$ 2,500	\$ 4,500	\$ 5,000	\$ 16,000	\$ 10,000	\$ 59,500	\$ 127,800.00
CBA-6 (Zone 26)	\$ 59,700.00		\$12,000		\$ 1,000	\$ 5,000	\$ 5,000	\$ 12,000	\$ 5,000	\$ 40,000	\$ 99,700.00

Table – B

5 Year Contract Total (Regular Maintenance + Extra Work) for FY 2016-21	
CBA-1 (Zone 21)	\$ 720,400.00
CBA-4 (Zone 24)	\$ 399,000.00
CBA-5 (Zone 25)	\$ 645,800.00
CBA-6 (Zone 26)	\$ 504,000.00

FISCAL IMPACT/SOURCE OF FUNDING:

Funds for these contracts are utilized from Fund 21-326- Landscape Maintenance District 22 Common Benefit Areas:

CBA-1 (Zone 21)	21-326-xxxx-21
CBA-4 (Zone 24)	21-326-xxxx-24
CBA-5 (Zone 25)	21-326-xxxx-25
CBA-6 (Zone 26)	21-326-xxxx-26

An annual Consumer Price Index (CPI) increase built into the contract language, beginning with the second year of the contract and continuing each year until the end of the contract. The percentage amount of the increase is determined annually by the city’s chief financial officer. The monies for this CPI increase will come from the same budgeted Fund 21 account codes.

The cost of certain additional work is presented in the Unit Price List and is considered to be Extra Work. Funding for extra work comes from Fund 21: Landscape Maintenance District 22 Common Benefit Areas. Extra work will be performed upon written approval by the city landscape manager.

The contract totals: CBA-1 (Zone 21), \$720,400; CBA-4 (Zone 24), \$399,000.00; CBA-5 (Zone 25), \$645,800.00; and CBA-6 (Zone 26), \$504,000.00.

Staff recommends that funding be approved and that the budget be increased by the totals shown in Table – A for FY 2016-17 per zone.

REQUESTED ACTION:

To award five-year professional services agreements to Venco Western, Inc., for the landscape maintenance of the common benefit areas within Landscape Maintenance District 22 in the City of Calabasas, for the amounts of: CBA-1 (Zone 21), \$115,080.00 per year not to exceed \$720,400.00; CBA-4 (Zone 24), \$36,900.00 per year not to exceed \$399,000.00; CBA-5 (Zone 25), \$68,300.00 per year not to exceed \$645,800.00; and CBA-6 (Zone 26), \$59,700.00 per year not to exceed \$504,000.00 plus Consumer Price Index (CPI) increases for regular landscape maintenance and extra required work.

ATTACHMENTS:

- Attachment 1: Professional Services Agreements
- Attachment 2: Letter from Calabasas Park HOA Overboard
- Attachment 3: Articles of Agreement (previous contracts)

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

(City of Calabasas/ *Venco Western, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Benefit Area One, Zone 21 within Landscape Maintenance District 22.**
- 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” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

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 Seven Hundred Twenty Thousand Four Hundred Dollars (\$720,400.00) 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. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

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

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

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

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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

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

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

- 11.2 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.

- 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
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030
Attn: **Linda Burr**
Telephone: (800) 981-2400
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Linda Burr, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

5 years @ \$ 115,080.00 (plus potential CPI) = \$ 10,000.00

2. Other work as required / approved by City

Not to exceed = \$ 135,000.00

Total Amount = \$ 720,400.00

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)

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

(City of Calabasas/ *Venco Western, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Benefit Area Four, Zone 24 within Landscape Maintenance District 22.**
- 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” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

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 Hundred Ninety-Nine Thousand Dollars (\$399,000.00) 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. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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

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

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

- 11.2 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).
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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
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030
Attn: **Linda Burr**
Telephone: (800) 981-2400
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Linda Burr, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

5 years @ \$ 36,900.00 (plus potential CPI) = \$ 3,500.00

2. Other work as required / approved by City

Not to exceed = \$ 211,000.00

Total Amount = \$ 399,000.00

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)

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

(City of Calabasas/ *Venco Western, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Benefit Area Five, Zone 25 within Landscape Maintenance District 22.**
- 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” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

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 Six Hundred Forty-Five Thousand Eight Hundred Dollars (\$645,800.00) 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. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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

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

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

- 11.2 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.

- 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.

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If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Heather Melton**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030
Attn: **Linda Burr**
Telephone: (800) 981-2400
Facsimile: (805) 981-2450

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Scott H. Howard
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Telephone: (213) 542-5700
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- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Linda Burr, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

5 years @ \$ 68,300.00 (plus potential CPI) = \$ 6,800.00

2. Other work as required / approved by City

Not to exceed = \$ 297,500.00

Total Amount = \$ 645,800.00

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)

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages

(City of Calabasas/ *Venco Western, Inc.*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **Landscape Maintenance of the Common Benefit Area Six, Zone 26 within Landscape Maintenance District 22.**
- 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” and “Approved Fee Schedule”: Such professional services and such compensation rates as are set forth in Consultant’s **January 26, 2009** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Commencement Date”: June 16, 2016.
- 3.3 “Expiration Date”: June 15, 2021.

4. TERM

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

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Five Hundred Four Thousand Dollars (\$504,000.00) 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. **Linda Burr** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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

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

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

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

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

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

- 11.2 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.

- 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
Facsimile: (818) 225-7338

If to Consultant:

Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030
Attn: **Linda Burr**
Telephone: (800) 981-2400
Facsimile: (805) 981-2450

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Consultant's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Consultant shall forfeit as a penalty to City \$25.00 or any greater penalty set forth in the Labor Code for each worker employed in the execution of the work by Consultant or by any Subcontractor of Consultant, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the provisions of the Labor Code.

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

“City”
City of Calabasas

“Consultant”
Venco Western, Inc.

By: _____
James R. Bozajian, Mayor

By: _____
Linda Burr, President

Date: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF SERVICES / APPROVED FEE SCHEDULE

1. General Maintenance Agreement

5 years @ \$ 59,700.00 (plus potential CPI) = \$ 5,500.00

2. Other work as required / approved by City

Not to exceed = \$ 200,000.00

Total Amount = \$ 504,000.00

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)



CALABASAS PARK HOMEOWNERS ASSOCIATION

**P.O. BOX 8426
CALABASAS, CALIFORNIA 91372
(818) 225-9191**

April 19, 2016

Robert Yalda
Public Works Director
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Yalda:

On behalf of the Board of Directors for Calabasas Park Homeowners Association, we would like for the City of Calabasas to retain Venco Western, Inc. in continuing as the landscape maintenance contractor for the Common Benefit Areas in Landscape and Lighting District 22 (i.e. Calabasas Lake, Association Park areas, Park Sorrento, Parkway Calabasas, Calabasas Road, Old Town, Civic Center Way and the Civic Center site).

Thank you very much.

Sincerely,

A handwritten signature in cursive that reads "Richard Sherman" with a stylized "RS" monogram below it.

Richard Sherman
President

cc: Board of Directors

CONTRACT AGREEMENT

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 21, Common Benefit Area One (CBA-1) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said 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.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges that this contract 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 agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said 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 contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California 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.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

ARTICLE VI

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

ARTICLE VII

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VIII

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

ARTICLE X

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

ARTICLE XII

All notices and communications shall be sent in writing to the parties at the following addresses:

<u>CITY: Robert B. Yalda</u>	<u>CONTRACTOR: Linda Burr</u>
<u>Director of Public Works</u>	<u>President</u>
<u>CITY OF CALABASAS</u>	<u>VENCO WESTERN, INC.</u>
<u>100 Civic Center Way</u>	<u>2400 Eastman Avenue</u>
<u>Calabasas, California 91302-3172</u>	<u>Oxnard, California 93030-5187</u>
<u>PHONE: (818) 224-1600</u>	<u>PHONE: (805) 981-2400</u>
<u>FAX: (818) 225-7338</u>	<u>FAX: (805) 981-2450</u>

ARTICLE XIII

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

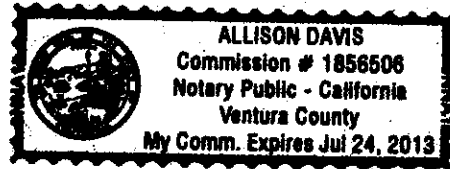
CONTRACTOR: Linda Burr
Linda Burr
President
(Title)

Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis
(Signature of Notary Public) (Notary Seal)



~~BY~~ AGENCY: James R. Bozajian
James R. Bozajian,
Mayor

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

APPROVED AS TO FORM: Yana Welinder
Yana Welinder,
City Attorney

6/3/2011
Date

(EXECUTE IN DUPLICATE)

"This bond shall expire effective April 12, 2013 and may be renewed by continuation certificate for an additional period of two years at the sole discretion of the surety."

Bond No: SU 1109769
Premium: \$12,103.00 (per year)

FAITHFUL PERFORMANCE BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA (2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of ** See Below Dollars (\$ 605,161.98), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly, by these presents.

** Six Hundred Five Thousand One Hundred Sixty One and 98/100

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April, 2011.

CONTRACTOR* Venco Western, Inc.
2400 Eastman, Oxnard CA 93030 (805)981-2400
Michael D. Bon

SURETY* Arch Insurance Company
865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213) 283-3513
M. Linda Terry
M. Linda Terry, Attorney-in-Fact

* 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 must be attached.

State of California)
County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 15th day of April 2011 by M. Linda Terry, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L. Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

SHARON L. SPARKS
COMM. # 1867134
NOTARY PUBLIC-CALIFORNIA
VENTURA COUNTY
My Commission Expires
OCTOBER 4, 2013

PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said 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 AGENCY in the sum of (\$ 605,161.98) 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 said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid 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, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY 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 3181 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 said agreement or the specifications accompanying same shall in any manner affect its 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 AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

Neil D. Bu

Surety* Arch Insurance Company, 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

M. Linda Terry M. Linda Terry, Attorney-in-Fact

*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 must be attached.

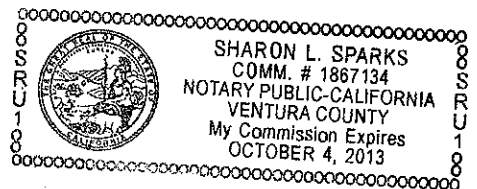
State of California)
County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



Bond No: SU 1109769-A
Premium: Included

MAINTENANCE BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA (2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to Venco Western, Inc. as CONTRACTOR, a contract for the above stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of ** See Below Dollars (\$ 302,580.99), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, 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. ** Three Hundred Two Thousand Five Hundred Eighty and 99/100

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY 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 said 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, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April, 2011.

CONTRACTOR* Venco Western, Inc. 2400 Eastman Oxnard CA 93030 (805)981-2400 [Signature] SURETY* Arch Insurance Company 865 S.Figueroa St. 27th Floor, Los Angeles CA 90017 (213)283-3513 [Signature] M. Linda Terry, Attorney-in-Fact

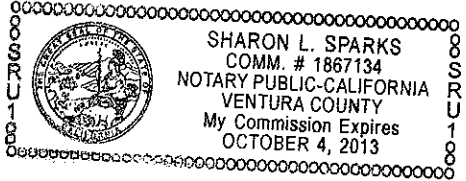
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California) County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 15th day of April 2011 by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature of Sharon L. Sparks] (Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

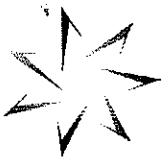
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary, shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

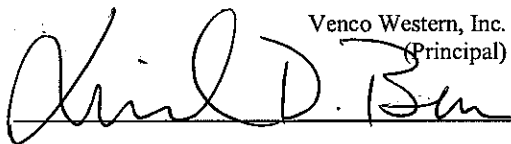
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

By: _____
City of Calabasas
(Obligee)

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:
ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

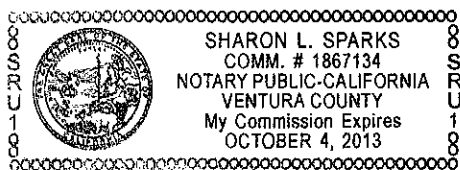
State of: California
 County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,
 personally appeared M. Linda Terry,

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.



Sharon L. Sparks
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLES(S)

- PARTNERS
- LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: ND AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VDTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.
Public Works Director/City Engineer

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONTRACT AGREEMENT

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 24, Common Benefit Area Four (CBA-4) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said 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.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges that this contract 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 agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said 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 contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California 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.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

ARTICLE VI

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

ARTICLE VII

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VIII

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

ARTICLE X

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

ARTICLE XII

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

CONTRACTOR: *Linda Burr*
Linda Burr
President
(Title)

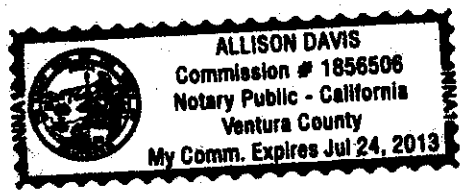
Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public) (Notary Seal)



~~AGENCY:~~ *James R. Bozajian*
James R. Bozajian,
Mayor

6/15/11
Date

ATTESTED: *Gwen Peirce*
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

APPROVED AS TO FORM: *Yana Welinder*
Yana Welinder,
City Attorney

6/3/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, VENCO WESTERN, INC., as CONTRACTOR, a contract for the ZONE 24, Common Benefit Area Four (CBA-4) section of the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said 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 AGENCY in the sum of (\$ _____) 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 said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid 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, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY 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 3181 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 said agreement or the specifications accompanying same shall in any manner affect its 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 AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2011.

Contractor*

VENCO WESTERN, INC

Linda Burr, President

2400 Eastman Avenue, Oxnard, California, 93030-5187

(805) 981-2400

Surety*

*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 must be attached.

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL MEN BY THESE PRESENTS that **VENCO WESTERN, INC.**, as CONTRACTOR and _____, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of _____ Dollars (\$ _____), which is one hundred percent (100%) of the total contract amount for the **ZONE 24, Common Benefit Area Four (CBA-4)** section of the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, 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 the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 2011.

CONTRACTOR* VENCO WESTERN, INC.

Linda Burr, President

2400 Eastman Avenue, Oxnard, California, 93030-5187

(805) 981-2400

SURETY* _____

* 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 must be attached.

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA**

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to **VENCO WESTERN, INC.**, as CONTRACTOR, a contract for the **ZONE 24, Common Benefit Area Four (CBA-4)** section of the above stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____ Dollars (\$ _____), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, 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 said CONTRACTOR shall remedy without cost to AGENCY 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 said 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, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 2011.

CONTRACTOR* VENCO WESTERN, INC.

Linda Burr, President

2400 Eastman Avenue, Oxnard, California 93030

(805) 981-2400

SURETY* _____

*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 must be attached.

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

"This bond shall expire effective April 12, 2013 and may be renewed by continuation certificate for an additional period of two years at the sole discretion of the surety."

Bond No: SU 1109769
Premium: \$12,103.00 (per year)

FAITHFUL PERFORMANCE BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA (2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of See Below Dollars (\$ 605,161.98), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

** Six Hundred Five Thousand One Hundred Sixty One and 98/100

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April, 2011

CONTRACTOR* Venco Western, Inc.
2400 Eastman, Oxnard CA 93030 (805)981-2400
Michael D. Ben

SURETY* Arch Insurance Company
865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213) 283-3513
M. Linda Terry
M. Linda Terry, Attorney-in-Fact

* 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 must be attached.

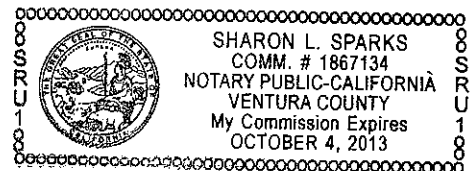
State of California)
County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 15th day of April 2011, by M. Linda Terry, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L. Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE
MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF
SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT
DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA
(2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said 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 AGENCY in the sum of (\$ 605,161.98) 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 said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid 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, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY 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 3181 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 said agreement or the specifications accompanying same shall in any manner affect its 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 AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400

Neil D. Bu

Surety* Arch Insurance Company, 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513

M. Linda Terry M. Linda Terry, Attorney-in-Fact

*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 must be attached.

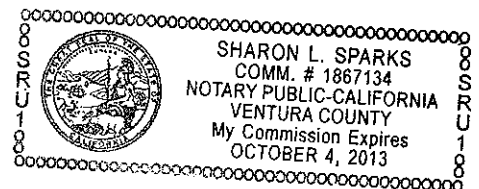
State of California)
County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

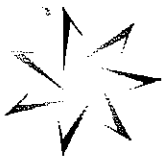
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California

County of Ventura

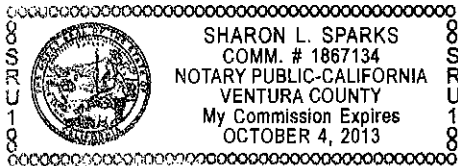
On 06/01/11 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

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.



Sharon L. Sparks
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

Robert B. Yalda, P.E., T.E.
Public Works Director/City Engineer

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONTRACT AGREEMENT

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 25, Common Benefit Area Five (CBA-5) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said 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.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges that this contract 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 agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said 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 contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California 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.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

ARTICLE VI

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

ARTICLE VII

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VIII

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

ARTICLE X

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

ARTICLE XII

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

CONTRACTOR: [Signature]
Linda Burr
President
(Title)

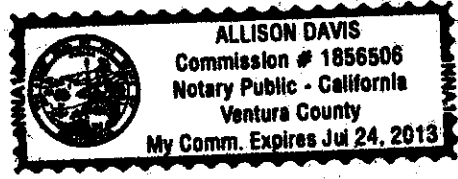
Contractor's License No. C-27 562295

State of California)
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public) (Notary Seal)



~~BY~~

AGENCY: [Signature]
James R. Bozajian,
Mayor

6/15/11
Date

ATTESTED: [Signature]
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

APPROVED AS TO FORM: [Signature]
Yana Welinder,
City Attorney

6/3/2011
Date

(EXECUTE IN DUPLICATE)

CONTRACT AGREEMENT

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 26, Common Benefit Area Six (CBA-6) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

The contract documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, Vicinity Map, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the Contract Agreement, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, CONTRACTOR agrees to furnish all materials and equipment and perform all work required for the above stated project, and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said 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.

ARTICLE IV

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein

contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in the contract documents.

ARTICLE V

CONTRACTOR acknowledges that this contract 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 agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said 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 contract shall be considered as included in the price for all contract items of work involved.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1775 concerning penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the AGENCY, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the applicable State and/or Federal prevailing wage rates as referenced and incorporated herein for the work or craft in which the worker is employed for any public work done under the contract by CONTRACTOR or by any subcontractor.

CONTRACTOR agrees to comply with the provisions of California 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.

CONTRACTOR agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The CONTRACTOR shall, as a penalty to the AGENCY, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any 1 calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code, and in particular, Section 1810 to 1815, thereof, inclusive, except that work performed by employees of CONTRACTOR and/or Subcontractors in excess of 8 hours per day, and 40 hours per week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one and one half times the basic rate of pay, as provided in said Section 1815.

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's 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."

ARTICLE VI

With respect to performance of work under this contract, CONTRACTOR shall maintain and shall require all of its subcontractors to maintain insurance as required in the Standard Specifications of the Project Specifications.

ARTICLE VII

CONTRACTOR agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action, including related expenses, attorney's fees, and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

ARTICLE VIII

The City and the Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX

In any action brought to declare the rights granted herein or to enforce any of the terms of this contract, the prevailing party shall be entitled to an award of reasonable attorney's fees in an amount determined by the court.

ARTICLE X

CONTRACTOR is and shall at all times remain as to the AGENCY, a wholly independent Contractor. Neither the AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of the Contractor's employees, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

ARTICLE XI

The CONTRACTOR is responsible for paying all retail, sales and use, transportation, export, import, special, or other taxes and duties applicable to, and assessable against any work, materials, equipment, services, processes and operations incidental to or involved in this contract. The CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in this contract shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the bid opening date.

ARTICLE XII

All notices and communications shall be sent in writing to the parties at the following addresses:

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

This contract supersedes any and all other agreements either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not

contained in this contract shall not be valid or binding. Any modification of this contract will be effective only if signed by the party to be charged.

ARTICLE XIV

CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Contract Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 2nd day of June, 2011.

CONTRACTOR: Linda Burr
Linda Burr

President
(Title)

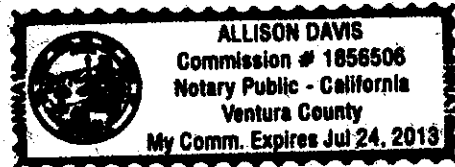
Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 2nd day of June, 2011, by Linda D. Burr, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Allison Davis

(Signature of Notary Public) (Notary Seal)



BT

AGENCY: James R. Bozajian
James R. Bozajian,
Mayor

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

APPROVED AS TO FORM: Yana Welinder
Yana Welinder,
City Attorney

6/3/2011
Date

(EXECUTE IN DUPLICATE)

"This bond shall expire effective April 12, 2013 and may be renewed by continuation certificate for an additional period of two years at the sole discretion of the surety."

Bond No: SU 1109769
 Premium: \$12,103.00 (per year)

FAITHFUL PERFORMANCE BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA (2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of ** See Below Dollars (\$ 605,161.98), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

** Six Hundred Five Thousand One Hundred Sixty One and 98/100

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY. In case suit is brought upon this bond the said SURETY will pay a reasonable attorney's fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April, 2011.

CONTRACTOR* Venco Western, Inc.
2400 Eastman, Oxnard CA 93030 (805)981-2400
Michael D. Ben

SURETY* Arch Insurance Company
865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213) 283-3513
M. Linda Terry
M. Linda Terry, Attorney-in-Fact

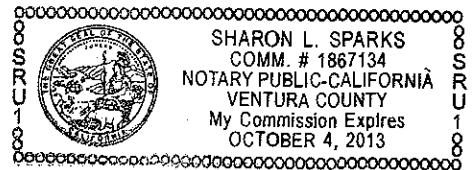
* Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
 County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 15th day of April 2011, by M. Linda Terry, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L. Sparks
 (Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



PAYMENT BOND

LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREA LANDSCAPE MAINTENANCE OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA (2-YEAR CONTRACT)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project. AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said 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 AGENCY in the sum of (\$ 605,161.98) 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 said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid 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, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY 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 3181 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 said agreement or the specifications accompanying same shall in any manner affect its 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 AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 15th day of April 2011

Contractor* Venco Western, Inc. 2400 Eastman, Oxnard CA 93030 (805)981-2400
Neil D. Bu

Surety* Arch Insurance Company 865 S Figueroa St, 27th Floor, Los Angeles CA 90017 (213)283-3513
M. Linda Terry M. Linda Terry, Attorney-in-Fact

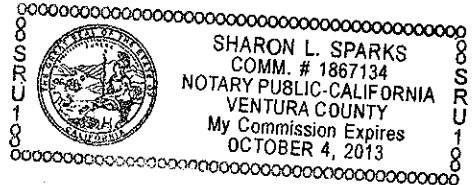
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of Ventura)

Subscribed and sworn to (or affirmed) before me on this 14th day of April 2011, by M. Linda Terry, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Sharon L Sparks
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: APRIL 19, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR
MICHAEL KLEIN, PLANNER

SUBJECT: CONSIDERATION OF RESOLUTION NO. 2016-1496 AND RESOLUTION NO. 2016-1497, 1) APPROVING FILE NO. 140001318, AN APPLICATION, INCLUSIVE OF A CONDITIONAL USE PERMIT, SITE PLAN REVIEW, SCENIC CORRIDOR PERMIT, DEVELOPMENT PLAN, OAK TREE PERMIT AND SUMMARY STREET VACATION FOR THE CONSTRUCTION OF A NEW 73,000 SQUARE-FOOT HOTEL, WHICH INCLUDES 127 ROOMS, POOL AND SURFACE LEVEL PARKING. THE PROPOSED PROJECT INCLUDES A DEVELOPMENT PLAN PERMIT IN ORDER TO CONSTRUCT A 50-FOOT TALL 4-STORY BUILDING AND CONSTRUCTION OF RETAINING WALLS IN EXCESS OF 6-FEET IN HEIGHT. THE PROJECT INCLUDES THE CITY VACATING A PORTION OF RONDELL STREET THAT ABUTS THE WESTERN PROPERTY LINE. AN OAK TREE PERMIT IS REQUIRED TO ALLOW FOR THE ENCROACHMENT INTO THE PROTECTED ZONE OF THREE OAK TREES. THE SUBJECT SITE IS LOCATED AT 26300 RONDELL STREET (APN 2069-031-014 AND 2069-031-015), WITHIN THE COMMERCIAL RETAIL ZONING DISTRICT AND SCENIC CORRIDOR OVERLAY ZONE, AND 2) ADOPTING THE ASSOCIATED MITIGATED NEGATIVE DECLARATION. THE PLANNING COMMISSION RECOMMENDED THAT THE CITY COUNCIL APPROVE THE PROJECT AND FOUND THAT THE PROPOSED SUMMARY STREET VACATION IS CONSISTENT WITH THE GENERAL PLAN AT ITS FEBRUARY 4, 2016 MEETING.

MEETING DATE: APRIL 27, 2016

DISCUSSION:

Staff requests that this item be continued to a special meeting on May 3, 2016.

REQUESTED ACTION:

Staff recommends that the Council continue the public hearing for this item to the special meeting on May 3, 2016.



CITY of CALABASAS



General Fund Budget Overview Report FY 2016-17 & 2017-18 Plus Additional 3-Year Forecast

April 27, 2016



Change in Fund Balance - Overview



	APPROVED	PROJECTED	PROPOSED		ADDITIONAL 3-YEAR FORECAST		
	Budget 2015-16	Actuals 2015-16	Budget 2016-17	Budget 2017-18	Forecast 2018-19	Forecast 2019-20	Forecast 2020-21
Revenue	\$22,096,800	\$20,676,700	\$22,637,100	\$22,311,700	\$22,692,400	\$23,154,300	\$23,559,400
Expenditures							
Personnel Services	\$9,555,300	\$9,519,500	\$9,633,300	\$9,804,600	\$9,951,000	\$10,099,600	\$10,250,300
Supplies & Services	7,051,300	6,962,200	7,253,400	6,946,400	7,897,000	8,006,600	8,125,200
Sheriff Services	4,493,200	4,497,100	4,446,800	4,448,100	4,537,100	4,627,900	4,720,500
Sub-Total - Operational Costs	\$21,099,800	\$20,978,800	\$21,333,500	\$21,199,100	\$22,385,100	\$22,734,100	\$23,096,000
Capital Outlay	\$230,200	\$169,400	\$208,800	\$184,600	\$210,800	\$189,300	\$222,800
Discretionary	936,400	903,600	935,300	934,800	930,800	942,100	953,500
Total Expenditures	\$22,266,400	\$22,051,800	\$22,477,600	\$22,318,500	\$23,526,700	\$23,865,500	\$24,272,300
Change to Fund Balance	(\$169,600)	(\$1,375,100)	\$159,500	(\$6,800)	(\$834,300)	(\$711,200)	(\$712,900)

Notes:

1. Principal reason for the (\$1.375M) decrease in the General Fund balance for FY 2015-16 is the loss of recurring sales tax revenue.
2. Forecasted revenue increase in FY 2016-17 due to the unwinding of the Triple-Flip - \$595.0K.
3. Steady General Fund balance in FY 2017-18 due to the ending of P&I payments for Creekside Park.
4. Decrease in General Fund balance in FY 2018-19 through FY 2020-21 and beyond due to a scheduled increase in debt service payments for the Civic Center.



Budget Performance – FY 2015-16



- **General Fund Balance in FY 2015-16 is expected to decrease by \$1.4M. The main causes for the decrease include:**
 - Loss of sales tax revenue:
 - Spirent – (\$300.0K)
 - Acura – (\$257.4K)
 - IXIA – (\$134.7K)
 - Sperling – (\$33.0K)
 - Slowed Business Activity – Bob Smith BMW, Direct Systems Support, Gas stations, Williams-Sonoma, others (\$200K)
 - Planning Fees – (\$242.3K)
 - De Anza Recreation fees – (\$170.0K)
 - Creekside Pre-school Registration fees – (\$112.0K)





Budget Forecast – FYs 2016-17 & 2017-18



BALANCED BUDGET FOR NEXT 2 FISCAL YEARS

Revenue Assumptions:

- Triple-flip Unwinding Payment in FY 2016-17- *one-time* \$595.0K
- Acura replacement dealership - \$254.1K
- Improved performance from BMW - \$30.0K; DSS - \$70.0K
- Property Tax, VLF, UUT, ToT growth at 2.0% (trend)

Expenditure Assumptions:

- No replacement of the retiring Director of Admin Services - \$157.0K
- 10% increase in salaries for Admin Services Manager and Dir. of Media
- Three employees working at the Sr. Center – transfers from other divisions
- Sheriff Services contract held at current expenditure level
- Removal of the school S.T.A.R. Deputy - \$51.0K
- Increase in staffing costs: salaries, minimum wage, 0.91% COLA - (\$251.0K)
- In FY 2017-18 – end of COP Payment for Creekside - \$471.4K





Revenue Summary



	APPROVED	PROJECTED	PROPOSED		ADDITIONAL 3-YEAR FORECAST		
	Budget 2015-16	Actuals 2015-16	Budget 2016-17	Budget 2017-18	Forecast 2018-19	Forecast 2019-20	Forecast 2020-21
Sales Tax	\$6,196,900	\$4,967,800	\$6,269,700	\$5,857,600	\$5,974,800	\$6,094,300	\$6,216,200
Utility Tax	3,296,900	3,119,800	3,182,200	3,245,800	3,310,800	3,377,000	3,444,500
Property Tax	3,211,500	3,238,800	3,303,600	3,369,700	3,437,100	3,505,800	3,575,900
Automobile Registration Fees	2,144,300	2,192,800	2,236,700	2,281,400	2,327,000	2,373,500	2,421,000
Transient Occupancy Tax	1,691,200	1,748,600	1,783,600	1,819,300	1,855,700	1,892,800	1,930,700
Fees	1,592,300	1,877,600	1,925,600	1,963,800	2,008,100	2,046,200	2,085,100
Creekside	881,200	768,400	783,800	783,800	799,500	815,500	831,800
Franchise Fees	818,700	811,700	818,700	818,700	835,000	851,800	868,800
Parks & Rec	855,000	810,700	817,000	825,800	847,400	864,200	881,300
Other	714,000	529,900	779,700	588,100	545,400	585,100	559,300
Interest Income	260,000	215,500	232,400	247,500	231,100	217,200	203,200
Fines & Forfeitures	216,500	165,800	162,200	163,600	166,900	170,200	173,700
Transfer Tax	218,300	229,300	233,900	238,600	243,400	248,300	253,300
Senior Center	0	0	108,000	108,000	110,200	112,400	114,600
TOTAL REVENUE	\$22,096,800	\$20,676,700	\$22,637,100	\$22,311,700	\$22,692,400	\$23,154,300	\$23,559,400

Note:

FY 2016-7 Sales Tax includes one-time Triple-Flip Revenue - \$595.0K and a Replacement For Acura 101 - \$254.1K





Payroll & Vendor Services



	APPROVED	PROJECTED	PROPOSED		ADDITIONAL 3-YEAR FORECAST		
	Budget 2015-16	Actuals 2015-16	Budget 2016-17	Budget 2017-18	Forecast 2018-19	Forecast 2019-20	Forecast 2020-21
Full Time Salaries	\$6,151,000	\$6,168,400	\$6,107,500	\$6,240,600	\$6,334,200	\$6,429,200	\$6,525,600
Full Time Employee Overtime	49,800	55,200	50,500	51,300	52,100	52,900	53,700
Benefits	1,694,300	1,688,700	1,701,400	1,714,800	1,740,500	1,766,600	1,793,100
Retirement Benefits	64,000	66,600	79,700	80,500	81,700	82,900	84,100
Employer Taxes	848,100	805,800	906,100	927,300	941,200	955,300	969,600
Temporary Employees	596,600	589,900	647,200	647,200	656,900	666,800	676,800
Temporary Employee Overtime	0	400	0	0	0	0	0
Auto Allowance	49,200	48,900	46,200	46,200	46,200	46,200	46,200
457 Match	102,300	95,600	94,700	96,700	98,200	99,700	101,200
Total Payroll & Payroll Related Costs	\$9,555,300	\$9,519,500	\$9,633,300	\$9,804,600	\$9,951,000	\$10,099,600	\$10,250,300
Sheriff Services	\$4,493,200	\$4,497,100	\$4,446,800	\$4,448,100	\$4,537,100	\$4,627,900	\$4,720,500
Contractual Services	1,511,800	1,559,600	1,539,700	1,567,900	1,504,800	1,534,500	1,564,800
Total Vendor Services	\$6,005,000	\$6,056,700	\$5,986,500	\$6,016,000	\$6,041,900	\$6,162,400	\$6,285,300
TTL PAYROLL & VENDOR SERVICES	\$15,560,300	\$15,576,200	\$15,619,800	\$15,820,600	\$15,992,900	\$16,262,000	\$16,535,600



CITY of CALABASAS

Programs & Activities Funded in FY 2016-17 Budget

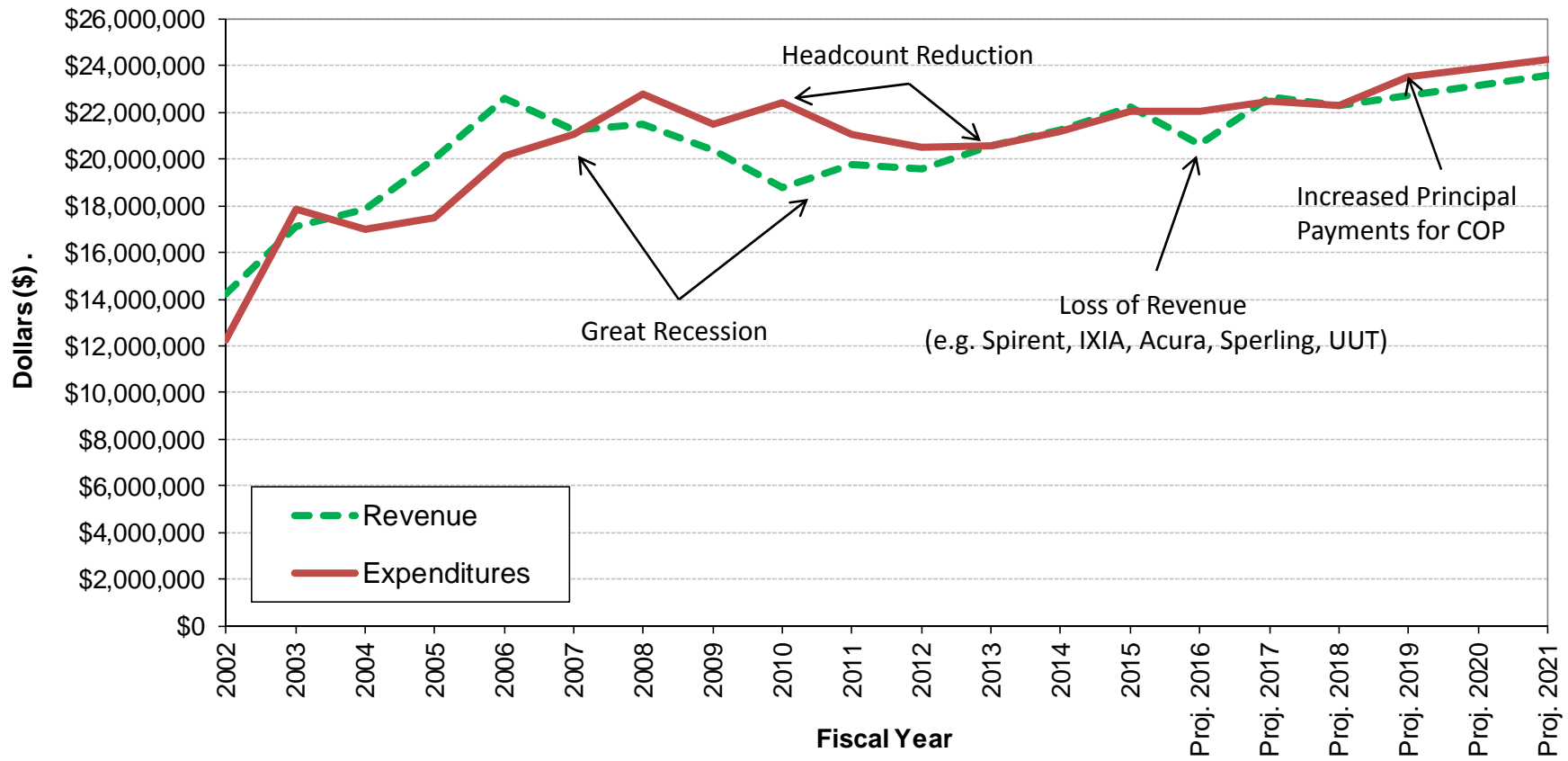


	PROPOSED Budget 2016-17	PROPOSED Revenue 2016-17	NET COST 2016-17
City Council Discretionary Spending	\$25,000	\$0	\$25,000
City Council Events & Conferences	15,000	0	15,000
Contribution to PFA / PFCs	250,000	0	250,000
Contribution to Chamber of Com	21,000	0	21,000
Neighbors in Need	25,000	0	25,000
Relay for Life	5,000	0	5,000
Art Rental	7,700	0	7,700
Open Space & Environmental Prg	20,000	0	20,000
Business Meetings & Conferences	20,000	0	20,000
Special Events	20,000	0	20,000
School Safety	13,400	0	13,400
Crossing Guard	86,300	0	86,300
School Programs	7,500	0	7,500
Senior Rental Voucher	89,700	0	89,700
Tickets / Pre-sale	15,500	2,000	13,500
July 4th	70,000	29,600	40,400
Egg Stravaganza	9,200	0	9,200
Movie Under the Stars	1,000	0	1,000
Teen Events	10,000	0	10,000
Holiday Gala Event	14,000	0	14,000
Pumpkin Festival Exp.	100,000	72,500	27,500
Calabasas Musical Programs	50,000	0	50,000
Calabasas Fine Arts Festival Exp.	45,000	40,200	4,800
Film Festival	15,000	0	15,000
TOTAL	\$935,300	\$144,300	\$791,000





Historical Revenue & Expenditures





Potential Future Revenue Sources

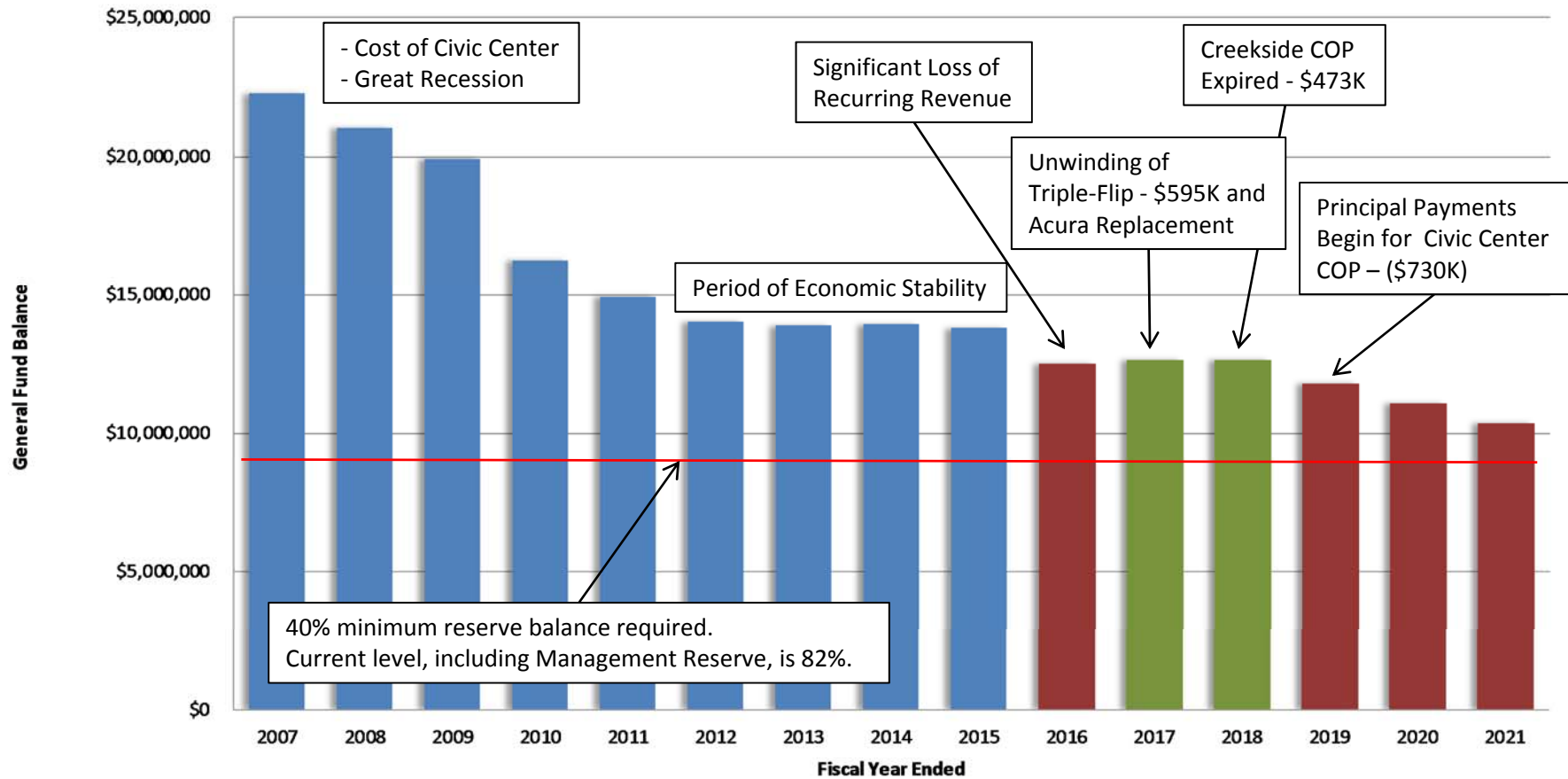


	Budget 2016-17	Budget 2017-18	Forecast 2018-19	Forecast 2019-20	Forecast 2020-21
Change to Fund Balance	\$159,500	(\$6,800)	(\$834,300)	(\$711,200)	(\$712,900)
POTENTIAL FUTURE REVENUE SOURCES					
<u>Under "External" Control</u>					
<i>Annexations:</i>					
Agoura Road Annexation - Successful			\$500,000	\$500,000	\$500,000
IXIA Area Annexation - If Agoura Road is Successful					134,700
<u>Under "Council" Control</u>					
<i>Hotels:</i>					
Hilton Garden Inn - Already Approved			213,100	217,400	221,700
Rondell Property				564,000	575,300
Canyon Oaks				522,200	532,600
<i>New Auto Dealership:</i>					
Nissan USA					400,000
Change to Fund Balance (includes All Potential Revenue Sources)	\$159,500	(\$6,800)	(\$121,200)	\$1,092,400	\$1,651,400



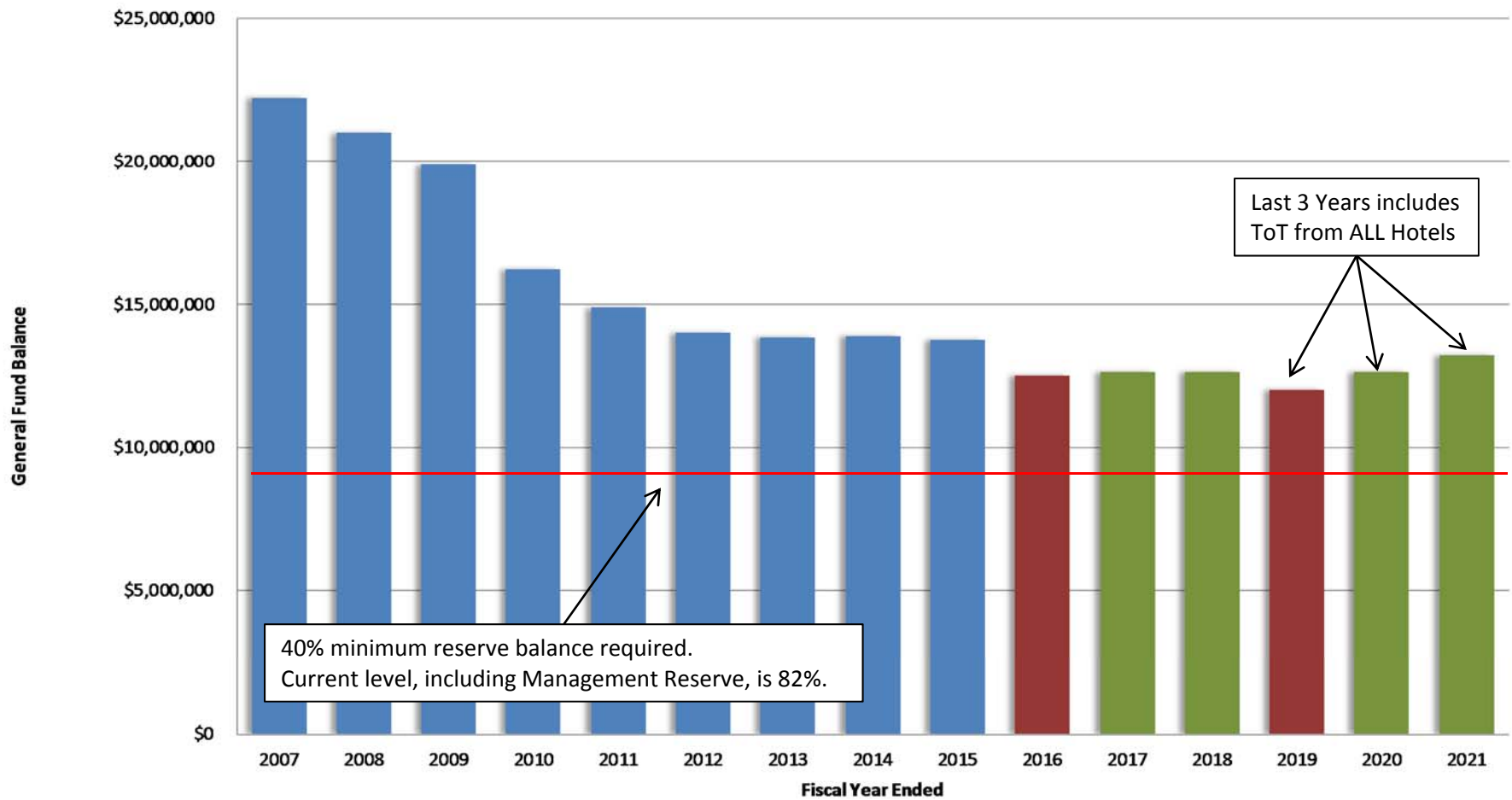


General Fund Balance without Hotel ToT





General Fund Balance with Hotel ToT





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Administrative Services					
94766	4/14/2016	DAILY NEWS	PUBLIC HEARING AD	371.50	Administrative Services
94806	4/14/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	219.23	Administrative Services
94802	4/14/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
Total Amount for 3 Line Item(s) from Administrative Services				\$635.73	
City Attorney					
94757	4/14/2016	COLANTUONO, HIGHSMITH &	GENERAL SERVICES	21,184.39	City Attorney
94757	4/14/2016	COLANTUONO, HIGHSMITH &	2015 ANNEXATION	425.00	City Attorney
Total Amount for 2 Line Item(s) from City Attorney				\$21,609.39	
City Council					
94764	4/14/2016	CR PRINT	25TH ANNIVERSARY BOOKLETS	4,564.38	City Council
94764	4/14/2016	CR PRINT	25TH ANNIVERSARY BOOKLETS	4,564.38	City Council
94747	4/14/2016	BAY LAUREL ELEMENTARY SCHOOL	HYDRATION STATION DONATION	300.00	City Council
94754	4/14/2016	CHAPARRAL PFC	HYDRATION STATION DONATION	300.00	City Council
94745	4/14/2016	AMERICAN CANCER SOCIETY	RELAY FOR LIFE 2016- DONATION	250.00	City Council
94749	4/14/2016	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	82.60	City Council
94759	4/14/2016	CONEJO AWARDS	NAME BADGE	13.98	City Council
Total Amount for 7 Line Item(s) from City Council				\$10,075.34	
City Management					
94751	4/14/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	175.00	City Management
94751	4/14/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	35.00	City Management
Total Amount for 2 Line Item(s) from City Management				\$210.00	
Civic Center O&M					
94771	4/14/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
94771	4/14/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
94756	4/14/2016	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
94756	4/14/2016	CLIMATEC BUILDING	HVAC SERVICES	899.00	Civic Center O&M
94755	4/14/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	841.00	Civic Center O&M





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94755	4/14/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
94755	4/14/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
94768	4/14/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR 16	515.56	Civic Center O&M
94768	4/14/2016	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR 16	265.56	Civic Center O&M
94777	4/14/2016	L.A. CO. DEPT. OF HLTH SERVICE	BACKFLOW DEVICE FEE	15.50	Civic Center O&M
94777	4/14/2016	L.A. CO. DEPT. OF HLTH SERVICE	BACKFLOW DEVICE FEE	15.50	Civic Center O&M
Total Amount for 11 Line Item(s) from Civic Center O&M				\$9,027.03	

Community Development

94782	4/14/2016	M6 CONSULTING, INC.	INSPECTION SERVICES	29,732.50	Community Development
94715	4/6/2016	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
94782	4/14/2016	M6 CONSULTING, INC.	PLAN CHECK SERVICES	2,683.13	Community Development
94765	4/14/2016	CYBERCOPY	COPY/PRINTING SERVICE	724.99	Community Development
94716	4/6/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	310.00	Community Development
94802	4/14/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	180.00	Community Development
94739	4/6/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	128.18	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	67.58	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	67.31	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	66.22	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	59.68	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	53.14	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	41.15	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	39.13	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
94713	4/6/2016	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
94720	4/6/2016	L.A. CO. ASSESSOR	MAPS AND POSTAGE	14.53	Community Development
Total Amount for 18 Line Item(s) from Community Development				\$38,270.56	

Community Services

94797	4/14/2016	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	6,954.50	Community Services
94743	4/14/2016	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	3,611.00	Community Services
94741	4/14/2016	ACTIVE NETWORK	RECREATION SOFTWARE	3,463.85	Community Services
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,130.18	Community Services
94733	4/6/2016	SHALEV/ ALINA//	RECREATION INSTRUCTOR	1,730.75	Community Services



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94785	4/14/2016	NICHOLSON/TRISSA//	RECREATION INSTRUCTOR	1,386.70	Community Services
94779	4/14/2016	LERMA/ANGEL//	RECREATION INSTRUCTOR	520.80	Community Services
94787	4/14/2016	ORGANIC STRING QUARTET	ENTERTAINMENT- ARTS FEST	487.50	Community Services
94744	4/14/2016	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- SENIOR	306.00	Community Services
94734	4/6/2016	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	210.00	Community Services
94790	4/14/2016	POST/KIMBERLY//	REIMBURSE SUPPLIES	208.18	Community Services
94796	4/14/2016	SILVER TREE INTERNATIONAL	ENTERTAINMENT- ARTS FEST	200.00	Community Services
94789	4/14/2016	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
94789	4/14/2016	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
94769	4/14/2016	FILICE/LANA//	REIMB MILEAGE - MAR 16	78.89	Community Services
94761	4/14/2016	COPENHAGUEN/AARON//	ENTERTAINMENT- ARTS FEST	50.00	Community Services
94731	4/6/2016	SCORE SPORTS	T-BALL PROGRAM SUPPLIES	49.31	Community Services
94731	4/6/2016	SCORE SPORTS	T-BALL PROGRAM SUPPLIES	29.67	Community Services
94737	4/6/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
94780	4/14/2016	LIVESCAN	FINGERPRINTING SERVICES	10.00	Community Services

Total Amount for 20 Line Item(s) from Community Services

\$22,619.83

Finance

94742	4/14/2016	ADP, INC	PAYROLL PROCESSING	952.00	Finance
94739	4/6/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	132.16	Finance

Total Amount for 2 Line Item(s) from Finance

\$1,084.16

Klubhouse Preschool

94786	4/14/2016	OFFBEAT PRODUCTIONS	MAGNETS	338.98	Klubhouse Preschool
94772	4/14/2016	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	255.50	Klubhouse Preschool
94730	4/6/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	146.40	Klubhouse Preschool
94795	4/14/2016	SECURAL SECURITY CORP	SECURITY- SPRING PARTY	113.52	Klubhouse Preschool
94737	4/6/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool

Total Amount for 5 Line Item(s) from Klubhouse Preschool

\$906.90

Library

94709	4/6/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	1,123.50	Library
94709	4/6/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	858.34	Library
94708	4/6/2016	BIBLIOTHECA, LLC	E-BOOKS	729.16	Library



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94709	4/6/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	689.02	Library
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	657.69	Library
94739	4/6/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	457.52	Library
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	394.07	Library
94725	4/6/2016	MIDWEST TAPE	DVD'S-LIBRARY	57.44	Library
94725	4/6/2016	MIDWEST TAPE	DVD'S-LIBRARY	55.25	Library
94729	4/6/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	28.00	Library
94739	4/6/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	20.68	Library
94717	4/6/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.48	Library
94706	4/6/2016	BAKER & TAYLOR	BOOKS-LIBRARY	14.05	Library
Total Amount for 13 Line Item(s) from Library				\$5,103.20	

LMD #22

94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,186.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,460.00	LMD #22
94705	4/6/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	3,740.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,245.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,201.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,806.25	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,757.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,706.18	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,507.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	993.75	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	602.80	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	576.56	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	463.49	LMD #22
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	326.47	LMD #22
94705	4/6/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	325.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	308.00	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	303.60	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	239.92	LMD #22
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	239.92	LMD #22
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	114.80	LMD #22
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	71.11	LMD #22



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94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	70.71	LMD #22
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.43	LMD #22
Total Amount for 25 Line Item(s) from LMD #22				\$34,569.99	
<u>LMD #24</u>					
94803	4/14/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	900.00	LMD #24
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	8.20	LMD #24
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	5.08	LMD #24
Total Amount for 3 Line Item(s) from LMD #24				\$913.28	
<u>LMD #27</u>					
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.89	LMD #27
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	2.05	LMD #27
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	1.27	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$28.21	
<u>LMD #32</u>					
94803	4/14/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,075.00	LMD #32
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.75	LMD #32
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	2.05	LMD #32
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	1.27	LMD #32
Total Amount for 4 Line Item(s) from LMD #32				\$4,103.07	
<u>LMD 22 - Common Benefit Area</u>					
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,755.00	LMD 22 - Common Benefit Area
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,501.50	LMD 22 - Common Benefit Area
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,286.09	LMD 22 - Common Benefit Area
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	431.25	LMD 22 - Common Benefit Area
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	407.71	LMD 22 - Common Benefit Area
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	343.75	LMD 22 - Common Benefit Area
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	77.90	LMD 22 - Common Benefit Area
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	48.25	LMD 22 - Common Benefit Area



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Total Amount for 8 Line Item(s) from LMD 22 - Common Benefit Area				\$5,851.45	
<u>Media Operations</u>					
94746	4/14/2016	AT&T	TELEPHONE SERVICE	1,262.58	Media Operations
94784	4/14/2016	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	819.00	Media Operations
94798	4/14/2016	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	810.00	Media Operations
94783	4/14/2016	MEGAPATH CLOUD COMPANY	DSL SERVICE	450.51	Media Operations
94784	4/14/2016	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	294.00	Media Operations
94801	4/14/2016	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	94.06	Media Operations
Total Amount for 6 Line Item(s) from Media Operations				\$3,730.15	
<u>Non-Departmental</u>					
94739	4/6/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	504.50	Non-Departmental
94753	4/14/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	379.50	Non-Departmental
Total Amount for 2 Line Item(s) from Non-Departmental				\$884.00	
<u>Payroll</u>					
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	8,712.00	Payroll
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	4,432.29	Payroll
Total Amount for 2 Line Item(s) from Payroll				\$13,144.29	
<u>Police / Fire / Safety</u>					
94721	4/6/2016	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- FEB 2016	2,979.64	Police / Fire / Safety
94722	4/6/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,101.02	Police / Fire / Safety
94722	4/6/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,524.95	Police / Fire / Safety
94722	4/6/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	804.75	Police / Fire / Safety
94722	4/6/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	647.46	Police / Fire / Safety
94776	4/14/2016	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	123.41	Police / Fire / Safety
Total Amount for 6 Line Item(s) from Police / Fire / Safety				\$8,181.23	
<u>Public Safety & Emergency Preparedness</u>					



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94723	4/6/2016	LARSON/DEBBIE//	REIMBURSE CERT MEETING	96.68	Public Safety & Emergency Preparedness
Total Amount for 1 Line Item(s) from Public Safety & Emergency Preparedness				\$96.68	

Public Works

94763	4/14/2016	COUNTY OF LOS ANGELES	SEWER UPGRADE PROJECT	25,827.21	Public Works
94794	4/14/2016	RON'S MAINTENANCE, INC.	CATCH BASIN CLEANING SERVICE	3,900.00	Public Works
94782	4/14/2016	M6 CONSULTING, INC.	ENGINEERING SERVICES	2,640.00	Public Works
94718	4/6/2016	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	2,464.00	Public Works
94782	4/14/2016	M6 CONSULTING, INC.	ENGINEERING SERVICES	1,567.50	Public Works
94804	4/14/2016	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
94793	4/14/2016	RAINBOW SIGNS INC	BANNERS/SIGNS	977.00	Public Works
94774	4/14/2016	KLEARWATER BIOTECH INC.	WASTE MANAGEMENT SUPPLIES	864.00	Public Works
94778	4/14/2016	LEMUS/ALBA//	CONSULTING SERVICES	560.00	Public Works
94778	4/14/2016	LEMUS/ALBA//	CONSULTING SERVICES	560.00	Public Works
94793	4/14/2016	RAINBOW SIGNS INC	BANNERS/SIGNS	479.60	Public Works
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	440.00	Public Works
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
94726	4/6/2016	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	425.00	Public Works
94803	4/14/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	420.00	Public Works
94760	4/14/2016	COOPER ECOLOGICAL MONITORING	SURVEY SERVICES	300.00	Public Works
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	188.43	Public Works
94770	4/14/2016	HANBALI/MAHER//	CONSULTING SERVICES	160.00	Public Works
Total Amount for 18 Line Item(s) from Public Works				\$43,650.24	

Recoverable / Refund / Liability

94767	4/14/2016	DEPARTMENT OF CONSERVATION	1ST QUARTER 2016 SMIP FEE	1,889.74	Recoverable / Refund / Liability
94728	4/6/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	1,265.75	Recoverable / Refund / Liability
94752	4/14/2016	CALIFORNIA BUILDING STANDARDS	1ST QTR 2016 GREEN BLDG	666.00	Recoverable / Refund / Liability
94788	4/14/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	525.25	Recoverable / Refund / Liability
94788	4/14/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED/DEP CARE REIMBURSEMENT	457.80	Recoverable / Refund / Liability
94781	4/14/2016	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 4/1/16	200.00	Recoverable / Refund / Liability
94788	4/14/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	154.33	Recoverable / Refund / Liability
94799	4/14/2016	STATE DISBURSMENT	WAGE GARNISHMENT- 4/1/16	46.15	Recoverable / Refund / Liability
94792	4/14/2016	PUPA/JOHN//	REFUND BUILDING PERMIT	41.20	Recoverable / Refund / Liability
94762	4/14/2016	CORDELL/PETE//	REFUND BUILDING PERMIT	19.50	Recoverable / Refund / Liability



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94750	4/14/2016	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	-10,657.92	Recoverable / Refund / Liability
94750	4/14/2016	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	-22,530.80	Recoverable / Refund / Liability
Total Amount for 12 Line Item(s) from Recoverable / Refund / Liability				\$-27,923.00	

Tennis & Swim Center

94727	4/6/2016	OUT-FIT	FITNESS EQUIPMENT	3,770.30	Tennis & Swim Center
94736	4/6/2016	TOP SEED TENNIS ACADEMY, INC.	RECREATION INSTRUCTOR	1,536.15	Tennis & Swim Center
94758	4/14/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	1,047.07	Tennis & Swim Center
94805	4/14/2016	VIEWPOINT EDUCATIONAL	POOL RENTAL	495.00	Tennis & Swim Center
94710	4/6/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	347.93	Tennis & Swim Center
94738	4/6/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	313.68	Tennis & Swim Center
94740	4/6/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	286.66	Tennis & Swim Center
94740	4/6/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	274.08	Tennis & Swim Center
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	268.20	Tennis & Swim Center
94737	4/6/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
94808	4/14/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	188.27	Tennis & Swim Center
94791	4/14/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- APR 16	136.51	Tennis & Swim Center
94714	4/6/2016	DNA ELECTRIC	ELECTRICAL REPAIRS	120.00	Tennis & Swim Center
94740	4/6/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	98.88	Tennis & Swim Center
94724	4/6/2016	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC- JAN-MAR 2016	90.00	Tennis & Swim Center
94748	4/14/2016	BCC	LIFE & DISABILITY INS- APR 16	76.63	Tennis & Swim Center
94758	4/14/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	58.42	Tennis & Swim Center
94773	4/14/2016	KISHIMOTO/RAINE//	REIMB MILEAGE - MAR 16	29.42	Tennis & Swim Center
Total Amount for 19 Line Item(s) from Tennis & Swim Center				\$9,587.76	

Transportation

94750	4/14/2016	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	450,616.00	Transportation
94732	4/6/2016	SECURITY PAVING COMPANY INC	LOST HILLS INTERCHANGE PROJ	393,696.18	Transportation
94750	4/14/2016	C.A. RASMUSSEN, INC.	CONSTRUCTION SERVICES- MUL HWY	213,158.52	Transportation
94719	4/6/2016	KIER & WRIGHT CIVIL ENGINEERS	ENGINEERING SERVICES	29,974.45	Transportation
94707	4/6/2016	BANK OF SACRAMENTO	LOST HILLS PROJ- RETENTION	20,720.85	Transportation
94704	4/5/2016	SOLISTONE CARE, INC.	RETAINING WALL MURAL- DEPOSIT	3,250.00	Transportation
94775	4/14/2016	KOA CORPORATION	CALABASAS ON-CALL SVCS	3,150.00	Transportation
94712	4/6/2016	COUNTY OF LOS ANGELES	RECYCLED WATER PLAN CHECK FEE	1,557.00	Transportation



CITY of CALABASAS

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94711	4/6/2016	COUNTY OF LOS ANGELES	RECYCLED WATER PLAN CHECK FEE	1,557.00	Transportation
94807	4/14/2016	WESTERN HIGHWAY PRODUCTS, INC.	STREET SIGNS	1,522.07	Transportation
94735	4/6/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	628.14	Transportation
94800	4/14/2016	TOYOTA FINANCIAL SERVICES	LEASE PAYMENT- APR 2016	258.92	Transportation
Total Amount for 12 Line Item(s) from Transportation				\$1,120,089.13	
GRAND TOTAL for 204 Line Items				\$1,326,448.62	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

3-May

CD	Public Hearing-Continued	Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497, 1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015)
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Future Items

CD	Public Hearing-Continued	Introduction of Ordinance No. 2016-333 and adoption of Resolution No. 2016-1507, certifying a final Environmental Impact Report, approving a Statement of Overriding Considerations, and approving File No. 140000011, a request for development of a 77-acre vacant property located at 4790 Las Virgenes Road at the Eastern terminus of Agoura Road (APNS: 2069-078-009 and 2069-078-011)
PW	New Business	Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessment proceedings
CC	Presentation	Community Choice Aggregation Program
PW	Consent	Adoption of Resolution No. 2016-1498 authorizing staff to submit a grant application to State Water Resources Control Board for Planning and Design of Citywide Green Street Project funded thru Proposition 1 - Storm Water Grant Program (SWGP)
CD	Consent	Annual update of the City's Tobacco Retailer Registration Program
CD	New Business	Discussion of Ridgeline Ordinance and residential story pole policy
PW	New Business	Las Virgenes Road construction update
PW	Consent	Hydrating stations
PS	New Business	Introduction of ordinance regarding LA County Code Title 13
CD	New Business	Recommendation from Planning Commission regarding appeals fees
CC	Presentation	Girl Scouts recognition
PW	Public Hearing	Final Eng Report - Approve Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessments
CC	New Business	Certify balloting & declare results for Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessments
CD	New Business	Plaque recommendations by the HPC
CC	Consent	Conflict of Interest Code update
PW	New Business	Environmental Commission review of programs/ordinances (smoking, plastic bag, coyote, styrofoam, car wash, rodenticide, etc.)
PW	New Business	Business recognition program for environmental efforts
PW	New Business	Public Works project process
CD	New Business	Banners at project sites/story pole policy change

2016 CITY COUNCIL MEETING DATES

May 11 - Canceled - CCCA Conference	Sep 14
May 25	Sep 28
Jun 8	Oct 12 - Canceled - Yom Kippur
Jun 22	Oct 26
Jul 13 - Canceled	Nov 9
Jul 27 - Canceled	Nov 23 - Canceled - Thanksgiving Eve
Aug 10	Nov 30 - Council Reorganization
Aug 24	Dec 14
	Dec 28 - Canceled