



CITY of CALABASAS

**CITY COUNCIL AGENDA**  
**REGULAR MEETING – WEDNESDAY, AUGUST 13, 2014**  
**CITY HALL COUNCIL CHAMBERS**  
**100 CIVIC CENTER WAY, CALABASAS**  
[www.cityofcalabasas.com](http://www.cityofcalabasas.com)

The starting times listed for each agenda item should be considered as a guideline only. The City Council reserves the right to alter the order of discussion in order to run an effective meeting. If a member of the public wishes to hear a particular discussion, it is recommended that the entire meeting be attended. Members of the public will have the opportunity to speak on any item on the agenda, including closed session items prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk prior to the start of the discussion of any particular item. 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 letters or emails 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  
Approval of Agenda

**ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.**

**PRESENTATIONS – 7: 20 P.M.**

- Recognition of Media Department staff for SCAN NATOA awards
- Recognition of Robert and Bella Blackstone for receiving The Daddy Daughter Team" INBA World Fitness Championship Award
- Recognition of Mark Yumkas for his contributions to Calabasas High School Lacrosse Team
- Sheriff's Crime Report

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

## CONSENT ITEMS – 8:10 P.M.

1. Approval of meeting minutes from June 18 and 25, 2014.
2. Approval of appointment of Stephanie Williams (Shapiro) to the Traffic and Transportation Commission.
3. Adoption of Resolution No. 2014-1429, confirming withdrawal from membership in the Los Angeles Regional Communications System Joint Powers Authority (LA RICS).
4. Adoption of Resolution No. 2014-1422, designating a voting delegate and an alternate voting delegate for the League of California Cities Annual Meeting on September 3-5, 2014 in Los Angeles, California.
5. Recommendation to approve a five-year professional services agreement with Rincon Consultants, Inc. for environmental consulting services in an amount not to exceed \$400,000.
6. Recommendation to approve a five-year professional services agreement with Dudek for environmental consulting services in an amount not to exceed \$400,000.
7. Recommendation to approve a five-year professional services agreement with Environmental Science Associates (ESA) for environmental consulting services in an amount not to exceed \$400,000.
8. Recommendation to enter into an agreement with AT&T for relocation of telephone conduit and cable facilities to accommodate the Lost Hills Road Interchange Improvement Project, and authorize the Public Works Director/City Engineer to execute the Utility Agreement.
9. Recommendation to approve professional services agreements with Twining, Inc. and Converse Consultants for on-call materials testing and special inspection services for CIP and recoverable projects.
10. Recommendation to award a construction contract for the 2014 Annual Street Resurfacing Project; Specification No. 14-15-01, to Sully-Miller Contracting Company.

**PUBLIC HEARING – 8:30 P.M.**

11. Adoption of Resolution No. 2014-1419 finding the City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report, in accordance with California Government Code Section 65089.

**NEW BUSINESS – 8:50 P.M.**

12. Recommendation from the Senior Task Force to approve the space plan/concept design for the Calabasas Senior Center.
13. Discussion of resolution before the League of California Cities (League) Annual Meeting on September 5.
14. Introduction of Ordinance No. 2014-317 repealing Los Angeles County Title 7, regarding business licenses as adopted by the City Council of the City of Calabasas on April 5, 1991.
15. Presentation of the operating and capital improvement budgets for July 1, 2014 through June 30, 2016.
16. Discussion regarding Council/Commissioners' parking spaces at City Hall.

**INFORMATIONAL REPORTS – 10:10 P.M.**

17. Check Register for the period of June 18 to July 29, 2014.

**TASK FORCE REPORTS – 10:15 P.M.**

**CITY MANAGER'S REPORT – 10:20 P.M.**

**FUTURE AGENDA ITEMS – 10:25 P.M.**

**ADJOURN – 10:30 P.M.**

The City Council will adjourn in memory of Irv Isaacman to their next regular meeting scheduled for Wednesday, August 27, 2014, at 7: 00 p.m.



## **PRESENTATIONS**

- Recognition of Jamie Daugherty for his years of service to the Communications and Technology Commission.

Communications and Technology Commissioners, Linda Stock, Candice Weber and Michael Brockman extended appreciation to Jamie Daugherty for his service.

Mayor Shapiro, members of the Council and Dr. Lysik recognized and extended appreciation to Jamie Daugherty. Mayor Shapiro presented a plaque to the Mr. Daugherty's family

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

No one expressed the desire to speak.

## **SPECIAL ITEMS**

1. Preliminary budget review.

Dr. Lysik presented the preliminary budget.

Nathan White and Shelley Benson spoke on this item.

Extensive discussion took place.

Direction provided to staff and the Budget Liaison Committee.

Mr. Coroalles announced that Councilmember Maurer would not make the meeting due to a delayed flight and asked that Item Nos. 3 and 4 be postponed.

Councilmember Bozajian moved, seconded by Mayor pro Tem Martin to table item Nos. 3 and 4 to a future meeting. MOTION CARRIED 4/0 as follows:

AYES: Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian and Gaines.

ABSENT: Maurer.

2. Council liaisons and external committee appointments.

The City Council concurred to the following appointments:

### **Council Liaisons**

- Budget Liaison: Councilmember Gaines, Mayor pro Term Martin
- Emergency Preparedness Task Force: Mayor Shapiro, Mayor pro Term Martin
- Open Space Liaison: Councilmember Maurer, Councilmember Bozajian
- Schools Area Traffic Safety Committee: Mayor Shapiro, Councilmember Gaines
- Schools Partnership Subcommittee: Mayor Shapiro, Councilmember Bozajian
- Senior Taskforce: Mayor Shapiro, Councilmember Maurer
- Special Olympics: Councilmember Gaines, Councilmember Maurer

### **Council External Committee**

- AHCCC Joint Powers Authority Board: Councilmember Bozajian, Councilmember Maurer (Alternate)
- Calabasas Chamber of Commerce: Mayor pro Term Martin, Councilmember Gaines (Alternate)
- California Contract Cities Association: Councilmember Bozajian
- California Joint Powers Insurance Authority: Mayor pro Term Martin, Councilmember Bozajian (Alternate)
- Economic Alliance of the San Fernando Valley Board of Directors: Mayor Shapiro, Councilmember Gaines (Alternate)
- Headwaters Corner Interpretive Center Board of Directors: Councilmember Maurer, Mayor pro Term Martin
- Las Virgenes – Malibu Council of Governments: Mayor pro Term Martin, Councilmember Maurer (Alternate)
- League of California Cities: Councilmember Bozajian, Councilmember Gaines (Alternate)
- Los Angeles County City Selection Committee: Mayor Shapiro, Mayor pro term Martin (Alternate)
- Santa Monica Mountains Conservancy Advisory Board: Councilmember Maurer
- Southern California Association of Governments (SCAG): Councilmember Maurer
- Valley Industry Commerce Association (VICA): Mayor Shapiro

3. Discussion regarding Council/Commissioners parking spaces.

**Item was tabled.**

4. Discussion regarding climate change.

**Item was tabled.**

5. Emergency preparedness discussion.

Discussion ensued regarding "Map your Neighborhood" and other emergency preparedness concepts.

6. Discussion regarding Council liaison protocols and attendance at outside meetings by Councilmembers.

No action taken on this item.

**ADJOURN**

Councilmember Bozajian moved, seconded by Mayor pro Tem Martin to adjourn the meeting at 9:11 to their next regular meeting scheduled on Wednesday, June 25, 2014, at 7:00 p.m. MOTION CARRIED 4/0 as follows:

AYES: Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian and Gaines.

ABSENT: Maurer.

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Maricela Hernandez, MMC  
City Clerk

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, JUNE 25, 2014**

Mayor Shapiro called the meeting to order at 7:03 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

**ROLL CALL** Present: Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian, Maurer and Gaines.  
Absent: None.  
Staff: Ball, Bartlett, Brozyna, Coroalles, Hernandez, Howard, Rubin, Tamuri and Yalda.

The Pledge of Allegiance was led by Joe Dubin from Cub Scout Pack 333.

**APPROVAL OF AGENDA**

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve the agenda with modifications. MOTION CARRIED 5/0 as follows:**

**AYES:** Mayor Shapiro, Mayor pro Tem Martin, Councilmembers Bozajian, Maurer and Gaines.

**PRESENTATIONS**

- Recognition of volunteer students for their work with the Savvy Seniors

Charlotte Meyer described the Tech Help Program the students were involved in. Mayor Shapiro recognized volunteer students and presented them with certificates of appreciation.

- Recognition of Law Day participants

Mayor Shapiro recognized Law Day Participants and presented them with certificates of appreciation.

Mayor Shapiro announced that the meeting would be adjourned in memory of Lionel Kaiser. The Council expressed condolences to daughter Karen and to son-in-law Richard Cassel. Mr. Cassel expressed appreciation to the City Council.

## **ORAL COMMUNICATIONS – PUBLIC COMMENT**

Dawn Stillo, Natalie Back, Rabbi Eli Friedman and his children spoke during public comment.

## **ANNOUNCEMENTS/INTRODUCTIONS**

Members of the Council made the following announcements:

Councilmember Bozajian:

- Encouraged everyone to join in the festivities of the Annual Fourth of July event.
- Summer concerts at the lake will continue on July 13, August 10 and 24.
- Encouraged attendance to the other summer activities in the City.

Mayor pro Tem Martin:

- Summer school will be held at Calabasas High School until July 28.

Councilmember Maurer:

- Extended an invitation to a family camp out on August 1 at De Anza Park.

Councilmember Gaines:

- Reiterated an invitation to the Fourth of July events.
- Expressed condolences to the Solon Family for loss of Taylor. He requested a future meeting be adjourned in his memory.

Mayor Shapiro:

- Reiterated condolences to the Solon Family.
- Reiterated an invitation to the Fourth of July festivities.

## **CONSENT ITEMS**

1. Approval of meeting minutes from June 11, 2014.
2. Reversal of quitclaim deed for Las Virgenes Creek restoration site to County of Los Angeles Flood Control District.
3. Recommendation to approve opening of escrow and approve purchase and sale agreement with the County of Los Angeles; the acceptance of a quitclaim deed and easements with the County of Los Angeles; and acceptance of a permit allowing the City of Calabasas to enter land owned by the County of Los Angeles at Calabasas landfill for construction of the Lost Hills Road Interchange Improvement Project.

4. Adoption of Resolution No. 2014-1410 Recognizing July as Parks & Recreation Month" in the City of Calabasas.
5. Recommendation to approve professional services agreement with Secural Security Corporation for security service and parking enforcement citation services.
6. An amended Resolution of the City Council of the City of Calabasas initiating proceedings and requesting the Local Agency Formation Commission of Los Angeles County to amend the sphere of influence and to consider approval of a reorganization of territory which includes annexation of approximately 57.5 acres of unincorporated territory to the City of Calabasas.
7. Approval of an exception to the hiring freeze for the replacement of the Assistant Transportation Planner position.

Mayor pro Tem Martin requested Consent Item No. 5 be pulled for separate discussion.

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item Nos. 1-4, 6-7. MOTION CARRIED 5/0 as follows:**

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

**After discussion, Councilmember Gaines moved, seconded by Councilmember Maurer to approve Consent Item No. 5. MOTION CARRIED 5/0 as follows:**

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

**NEW BUSINESS**

8. Overview of the hillside and significant Ridgeline Development Ordinance.

**No action taken on this item.**

## PUBLIC HEARING

9. Public recount of ballots for levy of assessments in connection with Classic Calabasas Park Homeowners Association, Zone 7, within Landscape Lighting Act District No. 22 as a result of a clerical error resulting in a miscount for Fiscal Year 2014-2015; and adopt Resolution No. 2014-1420, certifying the results of the assessment ballot proceeding with respect to the proposed increase; and repeal and re-adopt Resolution No. 2014-1421 confirming diagrams and assessments for such district for Fiscal Year 2014-2015.

Ms. Cobb provided an explanation in regard to the miscount.

Extensive discussion ensued.

Mayor Shapiro opened the public hearing.

David Litt spoke on this item.

Mayor Shapiro closed the public hearing.

The consultant and staff proceeded to the lobby to conduct the ballot recount, and the item was continued to later in the meeting.

10. Adoption of Resolution No. 2014-1402 approving the legalization of a 2,490 square foot ground-floor addition to an existing one-story 11,021 square foot single-family residence. The project includes requests for the following: (1) a Site Plan Review for the construction of the 2,490 square foot addition, (2) a Scenic Corridor Permit for development in a designated scenic corridor, (3) a Development Plan to establish new setbacks for development located within the Open Space (OS) Zoning District, (4) an Oak Tree Permit for the encroachment into the protected zone of one (non-Heritage) oak tree, and (5) a Variance request for development within 50 horizontal feet and 50 vertical feet of a designated significant ridgeline. The subject site is located at 24107 Saint Andrews Lane, within the Open Space (OS) Zoning District.

Mayor Shapiro opened the public hearing.

Phil Mundy, Michael Tudzin, Ronald Ettinger and Susan McEowen spoke on this item.

Mayor Shapiro closed the public hearing.

After extensive discussion, Councilmember Maurer moved, seconded by Councilmember Bozajian to adopt Resolution No. 2014-1402, with an amendment to increase the number of years to five for the annual monitoring report. MOTION CARRIED 5/0 as follows:

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

### **PUBLIC HEARING - CONTINUED**

9. Public recount of ballots for levy of assessments in connection with Classic Calabasas Park Homeowners Association, Zone 7, within Landscape Lighting Act District No. 22 as a result of a clerical error resulting in a miscount for Fiscal Year 2014-2015; and adopt Resolution No. 2014-1420, certifying the results of the assessment ballot proceeding with respect to the proposed increase; and repeal and re-adopt Resolution No. 2014-1421 confirming diagrams and assessments for such district for Fiscal Year 2014-2015.

Sue Silver witnessed the public recount and confirmed the results.

After discussion, Councilmember Maurer moved, seconded by Councilmember Gaines to approve Resolution No. 2014-1420, certifying the result of the assessment ballot proceeding; and Resolution No. 2014-1421, confirming diagrams and assessments for such district for Fiscal Year 2014-2015. MOTION CARRIED 5/3 as follows:

AYES: Mayor Shapiro, Councilmembers Maurer and Gaines.

NAYS: Bozajian and Martin.

### **INFORMATIONAL REPORTS**

11. Check Register for the period of June 3-12, 2014.

**No action was taken on this item.**

### **TASK FORCE REPORTS**

Mayor pro Tem Martin provided a report from last COG meeting.

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

Mr. Coroalles discussed the plans to recognize Supervisor Zev Yaroslavsky on November 12, 2014.

## **FUTURE AGENDA ITEMS**

Councilmember Bozajian requested that the Media Operations Department be recognized at the next Council meeting for receiving several SCAN NATOA awards.

Mr. Coroalles reported that future Prop 218 processes will be analyzed and brought to the Council for discussion.

## **ADJOURN**

The meeting adjourned at 9:32 p.m. in memory of Lionel Jay Kaiser to their next regular meeting scheduled on Wednesday, August 13, 2014, at 7:00 p.m.

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Maricela Hernandez, MMC  
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** JULY 29, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MARICELA HERNANDEZ, MMC, CITY CLERK *Marc*

**SUBJECT:** APPROVAL OF APPOINTMENT OF STEPHANIE WILLIAMS (SHAPIRO) TO THE TRAFFIC AND TRANSPORTATION COMMISSION.

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the Council approve the appointment of Stephanie Williams to the Traffic and Transportation Commission to fill a vacancy for a term expiring in March 2015.

**BACKGROUND:**

Pursuant to the Calabasas Municipal Code, the Traffic and Transportation Commission shall consist of five members with terms lasting for the lesser of two years or until the expiration of the term. With the recent departure of a Commissioner, Mayor Shapiro has nominated Stephanie Williams to fill the vacancy.

**REQUESTED ACTION:**

That the City Council approve the appointment of Stephanie Williams (Shapiro) to the Traffic and Transportation Commission for a term expiring in March 2015.

**ATTACHMENTS:**

Commission application.



**RECEIVED**

By Maricela Hernandez, MMC at 8:55 am, Jul 16, 2014

ITEM 2 ATTACHMENT

CITY of CALABASAS

## APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

- COMMUNICATIONS AND TECHNOLOGY COMMISSION
- ENVIRONMENTAL COMMISSION
- HISTORIC PRESERVATION COMMISSION
- LIBRARY COMMISSION
- PARKS, RECREATION & EDUCATION COMMISSION
- PLANNING COMMISSION
- PUBLIC SAFETY COMMISSION
- TRAFFIC & TRANSPORTATION COMMISSION
- STUDENT MEMBER
- OTHER:

**ARE THERE ANY WORKDAY EVENINGS YOU COULD NOT MEET?**  YES  NO

If yes, when:

NAME: Stephanie Williams

ADDRESS: [REDACTED]

Check one:  Calabasas, 91302  Calabasas, 91301  Topanga, 90290

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS?  YES  NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX:

OCCUPATION: Attorney/Adjunct Prof.

EMPLOYER: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Law School

EDUCATION:

Degree in public policy from Northwestern University and law degree from Loyola University Chicago.

CIVIC AFFILIATIONS:

For the past five years, I have been a part of the SATS Committee, helping to brainstorm solutions to the traffic problems around our schools.

COMMUNITY INTERESTS:

Board Member, CPHA; Vice President, AC Stelle PFC; Financial Secretary, CHS PFC; Communications Chair, B'yachad Hadassah.

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD:

I love the City of Calabasas and have been proud to call Calabasas home for 17 years. Like many residents, however, I am concerned about the serious traffic issues we face. I have been very impressed by the City's creative responses to these problems. I would like to help the City continue to improve our traffic and transportation systems by serving on the Commission.

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

\_\_\_\_\_  
SIGNATURE OF APPLICANT

Please attach any additional information relating to this application and return to the City Clerk, City of Calabasas, 100 Civic Center Way, Calabasas, CA 91302 (818) 224-1600.

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF CALABASAS AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE:** JULY 28, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER 

**SUBJECT:** ADOPTION OF RESOLUTION NO. 2014-1429 CONFIRMING WITHDRAWAL FROM MEMBERSHIP IN THE LOS ANGELES REGIONAL COMMUNICATIONS SYSTEM JOINT POWERS AUTHORITY (LA RICS).

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Resolution No. 2014-1429, confirming and ratifying the City Manager's withdrawal from membership in the Los Angeles Regional Communications System Joint Powers Authority (LA RICS).

**BACKGROUND:**

In 2009, the City Council adopted Resolution No. 2009-1172, joining the Los Angeles Regional Communications System Joint Powers Authority.

On May 28, 2014, the LA RICS Governance Board adopted a funding plan, projecting the cost of continued participation in LA RICS. The City determined that this was not cost effective, hence, on June 11, 2014, the City Manager submitted correspondence withdrawing from LA RICS.

**RECOMMENDATION:**

That the City Council adopt Resolution No. 2014-1429, confirming and ratifying the City Manager's withdrawal from membership in the Los Angeles Regional Communications System Joint Powers Authority.

**ATTACHMENTS:**

1. Resolution No. 2009-1172.
2. City Manager's correspondence withdrawing from LA RICS.
3. Resolution No. 2014-1429 affirming the withdrawal from LA RICS.

ITEM 3 ATTACHMENT 1  
RESOLUTION NO. 2009-1172

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, APPROVING THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM (LA-RICS) JOINT POWERS AGREEMENT (JPA) THUS AUTHORIZING THE CITY'S MEMBERSHIP IN THE LA-RICS AUTHORITY; AND AUTHORIZING THE EXECUTION OF THE JPA AGREEMENT.**

**WHEREAS**, the City of Calabasas recognizes the need for a wide-area and interoperable communications system to better respond to regional crisis and disaster-type events; and

**WHEREAS**, the City of Calabasas, acting independently, has limited resources to construct such a communications network providing these capabilities; and

**WHEREAS**, a Joint Powers Agreement, intended to create an Authority to coordinate a county-wide radio communications system for law enforcement and fire communications has been drafted; and

**WHEREAS**, the City Council desires to become a member of the Los Angeles Regional Interoperable Communication System (LA-RICS) Authority created thereto.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Calabasas, as follows:

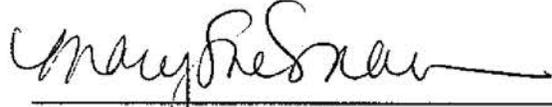
**SECTION 1.** Pursuant to the City's authority under the Joint Exercise of Powers Act in the California Government Code Section 6500 et. seq., the Los Angeles Regional Interoperable Communications System Authority Joint Powers Agreement, attached hereto and incorporated herein, is approved thereby authorizing the City's membership in the Los Angeles Regional Interoperable Communications System Authority; and

**SECTION 2.** The City Manager is authorized and directed to execute the JPA to effectuate the intent of this Resolution; and

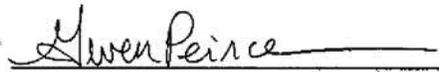
**SECTION 3.** The City Manager is authorized and directed to withdraw from the Los Angeles Regional Interoperable Communications System Authority if the cost of membership is not acceptable to the City, and the Council has not had an opportunity to meet and approve such a withdrawal; and

**SECTION 4.** The Mayor is hereby authorized to affix her signature to the Resolution signifying its adoption, and the City Clerk is directed to attest thereto.

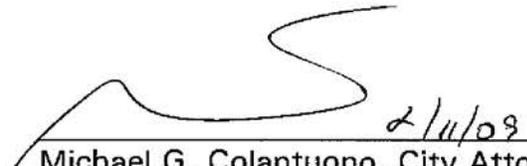
**PASSED, APPROVED AND ADOPTED** this 11<sup>th</sup> day of February, 2009

  
\_\_\_\_\_  
Mary Sue Maurer, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Gwen Peirce, CMC, City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michael G. Colantuono, City Attorney

STATE OF CALIFORNIA       )  
COUNTY OF LOS ANGELES   ) SS  
CITY OF CALABASAS        )

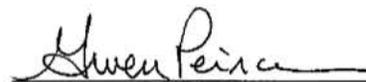
I, **GWEN PEIRCE**, City Clerk of the City of Calabasas, California, **DO HEREBY CERTIFY** that the foregoing resolution, being **Resolution No. 2009-1172** was duly adopted by the City Council of the City of Calabasas, at a regular meeting of the City Council held February 11, 2009 and that it was adopted by the following vote, to wit:

AYES:       Mayor Maurer, Mayor pro Tem Wolfson, Councilmembers Bozajian, Groveman, and Washburn.

NOES:       None.

ABSTAIN:   None.

ABSENT:    None.



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Gwen Peirce, CMC  
City Clerk  
City of Calabasas, California



CITY *of* CALABASAS

June 11, 2014

Ms. Wendy Stallwoth-Tait  
LA-RICS  
2525 Corporate Place, Suite 200  
Monterey Park, CA 91754

**RE: CITY OF CALABASAS NOTICE OF WITHDRAWAL**

Dear Ms. Stallwoth-Tait:

This letter is written notification of the City's withdrawal from the LA-RICS JPA, effective the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Anthony M. Coroalles".

Anthony M. Coroalles  
City Manager

AMC:ah

**ITEM 3 ATTACHMENT 3  
RESOLUTION NO. 2014-1429**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
CALABASAS, CALIFORNIA, WITHDRAWING FROM  
MEMBERSHIP IN LOS ANGELES REGIONAL  
COMMUNICATIONS SYSTEM JOINT POWERS AUTHORITY.**

WHEREAS, the City of Calabasas is committed to participating in regional interoperable communications platforms whose areas of coverage and operation may include its political boundaries and those of its neighbors; and

WHEREAS, the Los Angeles Regional Interoperable Communications System Joint Powers Authority (LA RICS) was established in 2009 in furtherance of establishing an area-wide radio system; and

WHEREAS, on May 28, 2014, the LA RICS Governance Board adopted a funding plan, projecting the cost of continued participation in LA RICS, which the City has determined is not cost effective for the City of Calabasas; and

WHEREAS, the LA RICS agreement permits withdrawal without incurring any financial liability; and

WHEREAS, on June 11, 2014 the City Manager withdrew from RICS as per Section 3 of Resolution No. 2009-1172, and

WHEREAS, the LA RICS has requested City Council's action to withdraw from the Joint Powers Authority.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AS FOLLOWS:

Section 1. The City of Calabasas hereby withdraws from the LA RICS JPA effective June 11, 2014. The Council further ratifies the action taken by the City Manager to withdraw from LA RICS JPA effective June 11, 2014.

**PASSED, APPROVED AND ADOPTED this 13<sup>th</sup> day of August, 2014.**

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

\_\_\_\_\_  
Scott H. Howard, City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** JULY 17, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MARICELA HERNANDEZ, MMC, CITY CLERK *Mose*

**SUBJECT:** ADOPTION OF RESOLUTION 2014-1422, DESIGNATING A VOTING DELEGATE AND AN ALTERNATE VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING.

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the City Council adopt Resolution No. 2014-1422 designating one (1) voting delegate and one (1) alternate to vote at the League of California Cities (League) Annual Conference.

**BACKGROUND:**

The League holds conferences on an annual basis. This year's conference will be held on September 3-5, 2014, in Los Angeles, CA. The League has requested that the City Council designate a voting delegate and up to two alternates to represent the City at the Annual Business meeting (at the General Assembly), scheduled for noon on Friday, September 5.

The League's 2014 Annual Conference Voting Delegate/Alternate Form designates Councilmember James R. Bozajian as the voting delegate and Councilmember Fred Gaines as alternate delegate.

**REQUESTED ACTION:**

It is recommended that the City Council adopt Resolution No. 2014-1422 designating Councilmember James R. Bozajian as the voting delegate and Councilmember Fred Gaines as alternate voting delegate at the League's Annual Business meeting on September 5, 2014.

**ATTACHMENTS:**

- A. Resolution No. 2014-1422.
- B. The League's 2014 Annual Conference Voting Delegate/Alternate Form.

**ITEM 4 - ATTACHMENT A  
RESOLUTION NO. 2014-1422**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, DESIGNATING A VOTING DELEGATE AND AN  
ALTERNATE VOTING DELEGATE FOR THE LEAGUE OF CALIFORNIA  
CITIES ANNUAL MEETING, SEPTEMBER 5, 2014, IN LOS ANGELES,  
CALIFORNIA.**

**THE CITY COUNCIL OF THE CITY OF CALABASAS DOES HEREBY RESOLVE  
AS FOLLOWS:**

**SECTION 1.** Councilmember James R. Bozajian is hereby designated as the City of Calabasas voting delegate to the League of California Cities Annual Business meeting, September 5, in Los Angeles.

**SECTION 2.** Councilmember Fred Gaines is hereby designated as the City of Calabasas alternate voting delegate to the League of California Cities Annual Business meeting, September 5, in Los Angeles.

**SECTION 3.** The City Clerk shall certify to the adoption of this Resolution and transmit a certified copy thereof to the appointees and the League of California Cities.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of August, 2014.

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

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard  
City Attorney



CITY: Calabasas

2014 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 15, 2014. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: James R. Bozajian

Title: Councilmember

2. VOTING DELEGATE - ALTERNATE

Name: Fred Gaines

Title: Councilmember

3. VOTING DELEGATE - ALTERNATE

Name:

Title:

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: E-mail

Mayor or City Clerk (circle one) (signature) Phone:

Date:

Please complete and return by Friday, August 15, 2014

League of California Cities
ATTN: Karen Durham
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8220
E-mail: kdurham@cacities.org
(916) 658-8262



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JULY 31, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: TOM BARTLETT, CITY PLANNER** *TB*  
**GLENN MICHITSCH, SENIOR PLANNER** *GM*

**SUBJECT: RECOMMENDATION TO APPROVE A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH RINCON CONSULTANTS, INC. FOR ENVIRONMENTAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$400,000.**

**MEETING DATE: AUGUST 13, 2014**

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**SUMMARY RECOMMENDATION:**

That the City Council award a five-year Professional Services Agreement to Rincon Consultants Inc. in the amount of \$400,000.00 (Four Hundred Thousand Dollars and no cents).

**BACKGROUND:**

Under State Law, the Community Development Department is required to study the environmental impacts of all development projects in the City and sphere of Calabasas. Additionally, the City performs various other activities related to the study, analysis, and protection of environmental resources. The Community Development Department relies on various companies to perform these services on behalf of the City and its applicants.

In 2004, the City evolved from contracting with a single environmental consulting firm for all its environmental service needs to a system of having three qualified on-call firms to provide the same service. This approach provided more expeditious and less costly service for the City and all of its applicants. Since May 2009 (the last re-procurement), the three firms providing these services to the City are Rincon Consultants, Inc., Environmental Science Associates (ESA), and Envicom Corporation. However, in order to ensure the City is getting the most qualified, cost effective, and knowledgeable firms, the Department has re-procured environmental services every 5 years through a competitive selection process. Through this process (discussed more specifically below) staff typically recommends the top three qualified firms be awarded not-to-exceed contracts to provide environmental services to the City on a task-order basis in support of immediate City and applicant needs.

### **DISCUSSION/ANALYSIS:**

On May 1, 2014, the City issued an RFQ for environmental services. The RFQ was sent to all known firms, the American Planning Association (Los Angeles County and Ventura County chapters), and posted on the City's website, with all firms given a period of 30 days to submit qualifications. The City received qualifications from 10 firms. A committee of three senior-level staff was formed to review all proposals. Evaluation of the proposals was based on the following weighted criteria:

- 1) Experience (10 points)
- 2) Personnel and Project Management Qualifications (10 points)
- 3) Understanding of the project (10 points)
- 4) Product (10 points)
- 5) Cost (10 points)
- 6) Approach and Methodology (10 points)

In evaluating each submittal, staff assigned a score of between 1 (weak) to 10 (strong) for each category and calculated a composite score. Based on the composite scores, the committee ranked all respondents. The top five firms were invited to further compete through an interview process. Interviews were conducted on July 17, 2014, and three firms were unanimously selected as the most qualified.

The committee selected Rincon Consultants, Inc. for a variety of reasons. In addition to continuous superior past service to the City, Rincon Consultants, Inc. once again proved an understanding of the City's needs, thorough CEQA knowledge (including recent amendments to the law, CEQA guidelines, and recent case law), knowledge of local environmental issues, extensive public outreach experience, an ability to be available to the City at any time, and a low cost

compared to other firms. Based on these factors, staff recommends that Rincon Consultants, Inc. be awarded a five-year contract for an amount not-to-exceed \$400,000.00. Should additional funding be required, staff would return to the Council with a request to increase the contract amount.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for these consultant services is accomplished through applicant recoverable deposits (Fund 11), and therefore has no fiscal impact on the City. If the need arises to use the services of these firms for a City project not covered by a recoverable deposit, then those individual projects must be budgeted separately through the Community Development Department's Annual Budget. Other City departments utilizing this professional service may allocate funds acquired through their annual budgets, applicant fees, grants or other sources.

**REQUESTED ACTION:**

That the City Council award a five-year Professional Services Agreement to Rincon Consultants Inc. in the amount of \$400,000.00 (Four Hundred Thousand Dollars and no cents).

**ATTACHMENTS:**

- A Professional Services Agreement
- B Statement of Qualifications
- C Request for Qualifications

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / Rincon Consultants, Inc.)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate).
- 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 May 30, 2014 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Additional Services – City Arborist”: The City may require that the Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 “Additional Services – Cultural Resources: The City may require that Consultant provide services related to cultural resource evaluation and protection.
- 3.4 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s April, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 “Commencement Date”: August 18, 2014
- 3.6 “Expiration Date”: August 18, 2019

**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 Four Hundred Thousand Dollars (\$400,000.00) 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. Mr. Joe Power shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently,

for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

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

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

## **8. RELATIONSHIP OF PARTIES**

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

## **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 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 guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. 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: Tom Bartlett  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7325

If to Consultant:

Rincon Consultants, Inc  
180 N. Ashwood Avenue  
Ventura, CA 93003  
Telephone: (805) 644-4455

With courtesy copy to:

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

**15. 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.

**16. TERMINATION**

- 16.1 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.
- 16.2 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.

**17. GENERAL PROVISIONS**

- 17.1 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.
- 17.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 17.3 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).
- 17.4 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.

- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 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.

**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”**  
Rincon Consultants, Inc.

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

By: \_\_\_\_\_  
Michael P. Gialketsis, President

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

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

By: \_\_\_\_\_  
Stephen Svete, Vice President

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

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EXHIBIT A  
SCOPE OF WORK

## EXHIBIT A

### SCOPE OF WORK

The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following on-call tasks:

- 1) Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to, Initial Studies; Draft NDs, MNDs, and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
- 2) As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments, visual impact analyses, noise studies, air quality studies, cultural/historic resources surveys, hydrological studies and other studies.)
- 3) File all notices with the Los Angeles County Clerk and/or State Clearinghouse, and any other State agency as may be appropriate.
- 4) Attend all project hearings before the Planning Commission and City Council, and other public meetings as needed.
- 5) Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
- 6) Additional services such as acting as the City Arborist, City Cultural Resources Specialist, or other resource specialist as needed.
- 7) Activities related to condition compliance and monitoring.
- 8) Processing of other government agency permits as may be necessary (e.g. California Department of Fish and Wildlife, US Fish and Wildlife, US Army Corps of Engineers, etc.)
- 9) Work under the supervision of the Planning Division during the completion of the environmental work.

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EXHIBIT B  
APPROVED FEE SCHEDULE

# RINCON CONSULTANTS, INC.

## Standard Fee Schedule for Environmental, Biological, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

<u>Professional and Technical Personnel</u>	<u>Rate</u>
Principal II.....	\$ 210/hour
Principal I.....	\$ 180/hour
Senior Supervising Environmental Scientist/Planner/Biologist II.....	\$ 160/hour
Supervising Environmental Scientist/Planner/Biologist I.....	\$ 145/hour
Senior Environmental Scientist/Planner/Biologist II.....	\$ 135/hour
Senior Environmental Scientist/Planner/Biologist I.....	\$ 120/hour
Environmental Scientist/Planner/Biologist III.....	\$ 105/hour
Environmental Scientist/Planner/Biologist II.....	\$ 95/hour
Environmental Scientist/Planner/Biologist I.....	\$ 85/hour
Environmental Technician.....	\$ 60/hour
Environmental Field Aide.....	\$ 55/hour
Senior GIS Specialist.....	\$ 105/hour
GIS Specialist/CAD Specialist.....	\$ 85/hour
Graphic Designer.....	\$ 75/hour
Technical Editor.....	\$ 85/hour
Clerical/ Administrative Professional.....	\$ 65/hour
Production Technician.....	\$ 65/hour

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"×17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

- Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.*
- Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use, plus \$0.85/mile for mileage over 50 miles per day. For transportation in employee-owned automobiles, a rate of \$0.85/mile will be charged. Rental vehicles will be billed at cost plus 15%.*

# RINCON CONSULTANTS, INC.

## Equipment Schedule for Environmental, Biological, and Planning Services

Equipment	Rate	Unit
<b>Environmental Site Assessment</b>		
Bailer	\$ 25	Day
Brass Sample Sleeves	\$ 10	Each
DC Purge Pump	\$ 35	Day
Disposable Bailer	\$ 20	Each
Flame Ionization Detector	\$ 200	Day
Four Gas Monitor	\$ 120	Day
Hand Auger Sampler	\$ 55	Day
Level C Health and Safety	\$ 60	Person per day
Oil-Water Interface Probe	\$ 85	Day
Photo-Ionization Detector	\$ 120	Day
Soil Vapor Extraction Monitoring Equipment	\$ 140	Day
Water Level Indicator	\$ 35	Day
<b>Water Resources</b>		
Dissolved Oxygen Meter	\$ 45	Day
Refractometer (salinity)	\$ 30	Day
Sterilized Sample Jar	\$ 5	Each
Temp-pH-Conductivity Meter	\$ 50	Day
Turbidity Meter	\$ 30	Day
<b>Biological Field Equipment</b>		
Fiberoptic Scope	\$ 90	Day
Infrared Sensor Digital Camera	\$ 50	Day
Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)	\$ 150	Day
Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment)	\$ 95	Day
Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)	\$ 45	Day
Field Equipment Package, remote (digital camera, GPS, thermometer, binoculars, field computer and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$ 125	Day
Laser Rangefinder/ Altitude	\$ 10	Day
Mammal trap, large / small	\$1.50 / \$0.50	Each per trap cycle
Minnow trap	\$ 85	Each per job
Net, hand / large seine	\$ 10 / \$ 50	Day
Pettersson Bat Ultrasound Detector/Recording Equipment	\$ 150	Job
Pit-fall Trap	\$ 5	Each per trap cycle
Scent Station	\$ 20	Station
Spotlight	\$ 5	Day
Trimble® GPS (submeter accuracy)	\$ 190	Job
Spotting Scope	\$ 150	Job
<b>Multi-Services Field Equipment</b>		
Anemometer	\$ 5	Day
Computer Field Equipment	\$ 45	Day
GPS unit, standard field	\$ 10	Day
Offroad 4x4 Mule	\$ 75	Day
Sound Level Meter	\$ 50	Day

Staff Member	Role	Billing Rate
Michael P. Giaketsis	Principal II, Contract Manager	\$210
Joe Power, AICP CEP	Principal I, Principal in Charge	\$180
Jasch Janowicz	Project Manager/Sr. Environmental Planner II	\$135
Jennifer Haddow, PhD	Senior Environmental Scientist II	\$135
Greg Martin, AICP	Environmental Planner III, Technical Studies	\$105
Karly Kaufman, MESM	Environmental Planner II, Public Outreach	\$95
Chris Bersbach, MESM	Environmental Planner III, Technical Studies	\$105
Sara Kopp	Environmental Planner II	\$95
Stephanie Lopez	Biologist/Arborist III	\$105
Kevin Hunt	Sr. Environmental Scientist II, Cultural Resources	\$135
Walt Hamann, PG, CEG, CHG, QSD/P	Principal II, Geology, Hazards	\$210
Torin Snyder, PG, CHG, QSD/P, CPSS	Sr. Environmental Scientist II, Hydrology/Water Quality	\$135
Craig Huff	GIS/CAD Specialist	\$85



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
12/13/2011

PRODUCER  
**LEGENDS ENVIRONMENTAL INS.SVCS,LLC**  
 2185 N GLASSSELL STREET  
 ORANGE, CA 92865  
 LICENSE #0C79875

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
**RINCON CONSULTANTS, INC.**  
 180 NORTH ASHWOOD AVENUE  
 VENTURA, CA 93003

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: AMERICAN SAFETY INDEMNITY COMPANY	A IX
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES Serial #

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

INSTR	ACORD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	Limits
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below <span style="float: right;">Y/N</span> <input type="checkbox"/>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		<b>OTHER</b> PROF LIABILITY/CLMS MDE TRANSPORTATION COV./CLMS MDE	ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08. 4,000,000 AGG. 3,000,000 EA OCC (PL) 1,000,000 AGG 1,000,000 PER OCC

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 THE CITY OF CALABASAS, ITS OFFICERS, AGENTS AND EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED ON GENERAL LIABILITY WITH RESPECTS TO WORK PERFORMED FOR THEM BY THE NAMED INSURED.

CERTIFICATE HOLDER  
**CITY OF CALABASAS**  
 RISK MANAGER  
 100 CIVIC CENTER WAY  
 CALABASAS, CA 91302

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/30/2014

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Pam Ayerle
	PHONE (A/C No. Ext): (805) 585-6737 FAX (A/C No.): (805) 585-6837 E-MAIL ADDRESS: payerle@tolmanandwiker.com
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER(S) AFFORDING COVERAGE
	INSURER A: Golden Eagle Ins Corp. NAIC # 10836
	INSURER B: State Compensation Ins. Fund 35076
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 14/15 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWC	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	X ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8962991	12/17/2013	12/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		9DB6946-2014	2/1/2014	2/1/2015	X WC STATUS - TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)  
AUTO: Certificate Holder, its officers, agents, employees and volunteers are named as Additional Insured as respects to Operations of the Named Insured per form GECA7010107. WC: A Waiver of Subrogation is added in favor of the Certificate Holder per form 10217 (Rev.1-2012). Endorsements apply only as required by written contract during the policy term.

CERTIFICATE HOLDER  City of Calabasas Attn: Risk Manager 100 Civic Center Way Calabasas, CA 91302	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  David Shore/TERIS

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project:	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II – Who is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:**
- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

ENDORSEMENT AGREEMENT



HOME OFFICE  
SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2014 AT 12.01 A.M.  
ALL EFFECTIVE DATES ARE AND EXPIRING FEBRUARY 1, 2015 AT 12.01 A.M.  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

WAIVER OF SUBROGATION  
BLANKET BASIS

REP C5  
9086946-14  
NEW  
SC

PAGE 1 OF 1

RINCON CONSULTANTS, INC.

180 N. ASHWOOD AVE  
VENTURA, CA 93003

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: FEBRUARY 1, 2014

*Kenneth R. Van Landuyt*  
AUTHORIZED REPRESENTATIVE

*Thomas E. Stone*  
PRESIDENT AND CEO

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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## COMMERCIAL AUTO GOLD ENDORSEMENT

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

### SECTION II - LIABILITY COVERAGE

#### A. COVERAGE

##### 1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
  - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
  - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
    - (a) an expressed provision of an "insured contract", or written agreement; or
    - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
  - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
    - (a) You executed the "insured contract" or written agreement; or
    - (b) the permit has been issued to you.

## 2. COVERAGE EXTENSIONS

### a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

## SECTION III - PHYSICAL DAMAGE COVERAGE

### A. COVERAGE

The following is added:

#### 5. Hired Auto Physical Damage

- a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.
- b. The most we will pay for "loss" in any one "accident" is the smallest of:
  - (1) \$50,000
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

- c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.
- d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

#### 6. Rental Reimbursement Coverage

We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

#### 7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

#### B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
  - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
  - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

#### D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

## SECTION IV. BUSINESS AUTO CONDITIONS

### A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

#### 2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
  - (1) How, when and where the accident or loss took place;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

### B. GENERAL CONDITIONS

9. Is added

#### 9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

### COMMON POLICY CONDITIONS

2.b. Is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
  - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
  - (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
  - (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
  - (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

**3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

**4. Loss Payment – Physical Damage Coverages**

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

**5. Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

**B. General Conditions**

**1. Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

**2. Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

**3. Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**4. No Benefit To Bailee – Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

**5. Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own.
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".



**Rincon Consultants, Inc.**

180 North Ashwood Avenue  
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**ITEM 5 ATTACHMENT B**

May 30, 2014  
Project Number 14-00408

Ms. Mari Hernandez  
City Clerk  
City of Calabasas  
100 Civic Center Way  
Calabasas, California 91302

**Subject: Statement of Qualifications to Provide Environmental Review Services for the City of Calabasas Community Development Department**

Dear Ms. Hernandez:

Rincon Consultants is pleased to submit this statement of qualifications to assist the City of Calabasas with environmental review services for upcoming Community Development Department projects. Our firm has worked on projects in Calabasas since 1995, and we look forward to the opportunity to continue our longstanding professional relationship. We have assembled a team of highly qualified planning, engineering, and environmental science professionals who bring extensive technical qualifications and knowledge of CEQA requirements. We are confident that you will find our team qualified in all of the technical and planning issues required for this assignment.

We are very enthusiastic about the opportunity to work with the City on future assignments and believe that we are especially well qualified to provide environmental support services. As illustrated in our Statement of Qualifications, Rincon has broad professional expertise and extensive experience in the City of Calabasas, including preparation of the City's award-winning 2030 General Plan, Development Code, and EIR. We are particularly proud of the successful working relationship that we developed with City staff through past consulting assignments. We certainly hope to build upon this existing relationship and experience as part of this contract.

If you have any questions regarding this submittal, please call us at 805-644-4455. We are always available to meet with you to further discuss any general or specific project needs.

Sincerely:  
**RINCON CONSULTANTS, INC.**

  
Joe Power, AICP CEP  
Principal

  
Michael P. Gialketsis  
President



**Statement of Qualifications to Provide  
Environmental Review Services**

**City of Calabasas**

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Management Team Resumes





## 1.0 QUALIFICATIONS

### 1.1 FIRM PROFILE

**Rincon Consultants** is a multi-disciplinary environmental sciences, planning, and engineering consulting firm that provides quality professional services to government and industry. Founded in 1994, Rincon has grown to a firm of over 80 professionals located in eight California offices.

Our highly trained professionals have many years of experience in 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. Our approach to projects is focused on well-designed solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon staff has extensive formal training and on the job experience related to project management skills. These skills, coupled with our technical knowledge, allow us to meet the budgetary and scheduling constraints inherent to each project. We take pride in our profession, our work products, and ensuring that each client is satisfied with the selection of Rincon to serve their environmental consulting needs. Our references will attest to Rincon's demonstrated ability to respond on short notice to our clients' needs and our proven track record of completion of assignments on time and within budget.

### 1.2 SERVICES

We have categorized our land use planning and environmental planning services into six core areas: Environmental & Land Use Planning, Biological Resources Assessment and Regulatory Compliance, Environmental Site Assessment and Remediation, Water Resources, Cultural Resources, and Sustainability Services. We also have a GIS and Graphics group to enhance our documents and support our data analyses for projects addressing issues in the six aforementioned areas of expertise. Specific areas of expertise are outlined on the table starting on the following page.

#### **Founded 1994**

#### **California "S" Corporation**

#### **Eight California Offices**

- Ventura
- San Luis Obispo
- Riverside
- Fresno
- Carlsbad
- Monterey
- Oakland
- Sacramento

#### **Professional Staff**

- 90 Staff Members

#### **Company Certifications**

- Small Business Enterprise: CA DGS #4417
- CARB Accredited Greenhouse Gas Verification Body  
(Executive Order H-10-176)
- CARB Accredited Greenhouse Gas Offset Verification Body  
(Executive Order H2-13-014)
- Cultural Use Permit (CA-13-03) for all lands administered by the Bureau of Land Management, California

#### **Federal NAICS Codes**

- 541620 - Environmental Consulting Services
- 541690 - Other Scientific and Technical Consulting Services
- 541990 - All Other Professional, Scientific, and Technical Services
- 562910 - Remediation Services
- 541720 - Historic and Cultural Preservation Research and Development; Archaeological Research and Development Services

#### **Website**

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



**Environmental Planning and Land Use Planning**

- California Environmental Quality Act (CEQA) Compliance: Environmental Impact Reports (EIRs), Initial Studies, Categorical Exemptions, EIR Addendums, Mitigation Monitoring and Reporting Programs (MMRPs)
- National Environmental Policy Act (NEPA) Compliance: Environmental Impact Statements (EISs), Environmental Assessments (EAs), Categorical Exclusion, Findings of No Significant Impacts (FONSIs)
- Planning Services: General Plans, Specific Plans, and Neighborhood, Community and Area Plans
- Agency Staffing and Contract Planning Services
- Community Involvement Programs
- Energy and Water Infrastructure: Corridor Studies, Utility Alignments, Constraints Analyses
- Noise Studies, including Bio-Acoustic Evaluation
- Air Quality Analysis
- Recreation and Open Space Planning
- Grant Application Assistance

**Biological Resources Assessment and Regulatory Compliance**

- Baseline Biological Resources Inventories and Vegetation Mapping
- Biological Resources Effects/Impacts Analyses: Biological Assessments, Biological Evaluations, Natural Environment Studies
- Rare, Threatened, and Endangered Plant and Wildlife Species Surveys
- Nesting Bird Surveys
- Jurisdictional Delineations: U.S. Army Corp of Engineers (ACOE), Regional Water Quality Control Board (RWQCB), California Department of Fish and Wildlife (CDFW), and California Coastal Commission (CCC) Methodologies
- California Rapid Assessment Method (CRAM) for Wetlands
- Certified Arborist Tree Surveys and Impacts Assessments
- Regulatory Compliance, Mitigation, and Conservation Planning
- Regulatory Permitting: ACOE Clean Water Act Section 404, Regional Water Quality Control Board Clean Water Act Section 401, CDFW Fish and Game Code Section 1602, CCC California Coastal Act Section 30233
- Federal Endangered Species Act Section 7 Consultations and Section 10 Habitat Conservation Plans
- California Endangered Species Act Section 2081 Permits/Memorandum of Understandings and Natural Community Conservation Plans
- Wetland, Riparian, and Upland Habitat Revegetation and Restoration Planning
- Biological Construction and Mitigation Monitoring

**Cultural Resources**

- Literature Reviews/Records Searches/Archival Research
- Native American Consultation
- Cultural Resource Surveys
- California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) Eligibility Evaluations: Archaeological Site Testing, Historic Built Environment Resource Evaluation, Traditional Cultural Property (TCP) Evaluation
- Archaeological Data Recovery Programs
- Native American Monitor Training Programs
- Section 106 Consultation
- Memoranda of Agreement (MOA)
- Findings of Effects
- State Historic Preservation Officer (SHPO) Consultation
- Historic Preservation Plans
- Cultural Resources Management Plans
- Third Party Peer Review
- Phase I, II, and III Paleontological Resources Analysis
- Archeological and Native American Monitoring

**Environmental Site Assessment and Remediation**

- Phase I and II Environmental Site Assessments
- Hazardous Waste Characterization
- Site Remediation: Planning, Design, and Construction
- Site Monitoring: Groundwater, Air, and Soil Vapor Monitoring
- Underground Storage Tank Removal and Investigation
- Health Risk Assessments
- Environmental Construction/Grading Monitoring
- Methane Soil Gas Testing
- Spill Prevention Control and Countermeasure (SPCC) Plan
- Transaction Screens
- Asbestos/Lead Based Paint Testing
- Geological and Seismic Studies

**Water Resources**

- Storm Water Pollution Prevention Plans
- Storm Water Management and Compliance Monitoring
- Water Rights Permitting
- Watershed Management and Planning

**Sustainability Services**

- Climate Action Plans
- Greenhouse Gas Emissions (GHG) Inventories
- Assembly Bill (AB) 32 GHG/Gas Offset Verification
- Green Building Analysis – LEED® and Build It Green™
- Solar Energy Expertise and CEQA Compliance for Solar Facilities
- Energy Action Plans
- Grant Writing for Sustainability and Climate Action Planning
- Strategic Growth Council Prop 84 Sustainable Community Planning Grants Projects
- Comprehensive Public Engagement and Outreach Programs
- ASHRAE Level 1 and 2 Energy Audit



## 1.3 PROJECT EXPERIENCE

Rincon Consultants has over 19 years of experience in California and has provided consulting services to a large number of local governments as well as regional and state agencies. We have successfully worked with a number of public and private clients and are on numerous on-call consultant lists for environmental services including CEQA and NEPA documentation, biological studies, permitting, and technical studies (Air Quality, Noise, GHG, etc). In addition to our work through on-call contracts, we have provided environmental services to individual clients throughout Los Angeles and Ventura Counties. The following list highlights current and former clients, several of which are located in the vicinity of Calabasas.

Regional Clients	
City of Calabasas	City of Agoura Hills*
City of Malibu*	City of Hidden Hills
City of Westlake Village	City of Thousand Oaks
County of Los Angeles	Las Virgenes Municipal Water District
Mountains Recreation and Conservation Authority	Rancho Simi Parks and Recreation
Additional Clients	
City of Los Angeles*	City of Santa Monica*
City of West Hollywood	City of Long Beach*
City of Beverly Hills*	City of Carson
City of Pasadena*	City of South Pasadena
City of Azusa*	City of Claremont*
City of La Mirada	City of Santa Clarita
City of Santa Paula	City of Fillmore
City of Camarillo	City of Oxnard
City of Ventura	City of Ojai
Pleasant Valley Recreation and Park District	City of Los Angeles Department of Parks and Recreation*
Port of Hueneme*	Port of Los Angeles*
County of Ventura*	County of Riverside*
Southern California Gas Company*	Southern California Edison*
Metropolitan Water District of Southern California*	California State University*

\*Denotes current on-call contract for environmental services

The following descriptions highlight projects that we believe are most relevant to those the City may request under this contract. Additional project examples can be provided upon request.

### 1.3.1 CEQA Documentation

#### 2030 General Plan and Development Code Update and EIR City of Calabasas

Rincon prepared the 2030 General Plan Update and Environmental Impact Report (EIR) for the City of Calabasas. The 2030 General Plan update program was designed to build upon the vision and community values that have made Calabasas a special place to live, work, and visit and to address new issues that had emerged since the development of the previous long range planning program. Key issues in the environmentally-conscious community revolved around the preservation of open space, development of new recreational opportunities, and incorporation of sustainability and green building concepts. GIS and graphics design capabilities were a very important component of the work program for this study as the environmental consultant needed to use, update, and create new layers within the City's existing GIS database. The database was used to identify constraints and opportunity areas, specifically identifying the opportunity to re-focus future development potential into newly created mixed use districts along the City's main commercial corridors.



Rincon's responsibility for this General Plan Update was overall management, public outreach, and development of the updated General Plan Elements, including Land Use (with RRM Design Group), Conservation, Open Space, Noise, Safety, Parks and Recreation, Cultural Resources, and Communication, Technology, and Infrastructure.

The comprehensive General Plan update and its associated EIR were completed (Phases 1-3) and adopted in less than two years and at 3% less than the City Council authorized expenditures. The accompanying Development Code update was completed in 2010. In 2010, Rincon's work on the project was recognized by the Southern California Association of Governments (SCAG) as the report received the **Compass Blueprint Achievement for Visionary Planning for Sustainability**.

#### **Safran Senior Housing Project IS-MND**

*City of Calabasas*

Rincon prepared an IS-MND on a proposed 75-unit senior housing development on a 0.96-acre site near Old Town Calabasas. The three-story affordable housing development project included subterranean parking. With appropriate mitigation, project-related effects were mitigated to a less than significant level and, therefore, an IS-MND was the appropriate environmental document under CEQA. Key environmental issues addressed in the IS-MND included traffic, aesthetics, and cultural resources.

#### **SR-4 Residential Project IS-MND**

*City of Calabasas*

Rincon prepared an IS-MND on a proposed single family residence on an undeveloped 4.5-acre parcel adjacent to the Calabasas Highlands neighborhood. While single family residences are normally exempt from the requirements of CEQA, the City determined that the proposed project, given its location in an environmentally sensitive area (both visually and biologically), had the potential to result in significant environmental impacts and therefore an IS-MND was prepared. Key environmental issues for the project include biological resources, cultural resources, geology, and hydrology/water quality.

#### **Sewer Expansion in Old Topanga EIR**

*City of Calabasas*

Rincon prepared several technical studies and an administrative draft of an EIR for the extension of sewer service to the Old Topanga community in the City of Calabasas. The Old Topanga community is currently served by private septic systems, including traditional onsite wastewater treatment systems (OWTS) and alternative onsite wastewater treatment systems (AOWTS). The project involves the installation of an approximately 6,000 lineal-foot, 8-inch sewer main underneath existing roadways. The sewer main would connect to an existing 8-inch sewer main near the intersection of Old Topanga Canyon Road and Dry Canyon Cold Creek Road. The EIR was intended to analyze potential impacts associated with the construction of the sewer main, along with potential impacts related to any population growth that could occur due to the extension of sewer service to the Old Topanga area. In order to determine the amount of new residential development that could be attributed to the extension of sewer service, Rincon conducted an extensive analysis of existing constraints for each of the 118 undeveloped lots in the Old Topanga area. In addition to the key issue of growth inducing impacts, other primary areas of concern included aesthetics, biological resources, traffic and noise. The project was suspended by the City pending additional funds.

#### **The Summit Commercial Project EIR**

*City of Calabasas*

Rincon prepared an EIR on a proposed 70,000 square foot commercial center in the city of Calabasas. The site is highly visible from Highway 101 and is one of the last remaining largely undeveloped commercial properties in the City. The proposed commercial center would include five commercial buildings ranging in size from about 5,000 to



35,000 square feet. The applicant requested a general plan amendment from Business Park to Commercial Retail. Key EIR issues included traffic and aesthetics.

**Canyon Oaks Mixed Use Project EIR**

*City of Calabasas*

Rincon is preparing an EIR for the Canyon Oaks mixed use development, which consists of a residential and hotel development on a 77-acre hillside parcel in the western portion of the City. Key issues for this project revolve around the preservation of hillside open space and scenic view resources, conservation of sensitive biological resources, and landslide remediation.

**Ashley Construction Development Project EIR**

*City of Hidden Hills*

Rincon prepared an EIR for a Vesting Tentative Map to subdivide an 18-acre site into 8 lots that would be developed with custom single family residences. Of the 18 acres to be subdivided, 10 acres were within Hidden Hills and the remaining 8 acres were within unincorporated Los Angeles County. The unincorporated portion of the site was proposed to be annexed into the City. Key environmental issues included aesthetics associated with grading of a hilltop, geology, land use policy, and biological resources.

**Conrad Hilton Foundation Headquarters EIR**

*City of Agoura Hills*

Rincon prepared an EIR examining the effects of construction of the Conrad Hilton Foundation Headquarters building in the City of Agoura Hills. The proposed project involved over 90,000sf of professional office buildings to be built in three phases through a development agreement. This project only included the first phase; however the EIR considered all three phases of construction in the analysis. Key issues identified included aesthetics, biological resources, cultural resources, geology and soils, and hydrology and water quality.

**Hillel Auto Wash Project IS-MND**

*City of Agoura Hills*

Rincon prepared an IS-MND for the Hillel Auto Wash Project located in the City of Agoura Hills. The IS-MND addressed the potential environmental effects resulting from the construction of a 6,545 square foot auto wash/detailing/oil lube facility on an approximately 1 acre vacant lot. Rincon examined a number of key issues for the project including biological resources (mature oak trees were present onsite), noise and air quality (both operational and construction-related), geology/soils (site preparation involved grading and earth moving activities), and aesthetics (building height).

**The Shoppes at Westlake EIR**

*City of Westlake Village*

Rincon prepared an EIR on a proposed commercial center (including a Target) in the City of Westlake Village. The project involves construction and operation of a retail commercial center of approximately 250,000 square feet on a vacant, 21-acre site. The center, located directly off the US 101 North, includes plans for two major retail buildings, several restaurants, office spaces, and a bank. Similar retail centers are found in the vicinity and a number of technical reports were available for review prior to starting the project. Rincon examined the following issues for the project: aesthetics, air quality, greenhouse gas emissions, and traffic.

**Additional CEQA Projects**

- 2030 General Plan Final EIR Addendum – City of Calabasas



- BSVERCOM, LLC Three Lot Housing Project – City of Calabasas
- Yacoub Residence MND Addendum– City of Calabasas
- Calabasas Development Code Update IS-ND – City of Calabasas
- Messenger Development Project EIR – City of Calabasas
- Agoura Hills In-N-Out Burger IS-MND - City of Agoura Hills
- Agoura Hills Business Park and Business Center West IS-MND– City of Agoura Hills
- Liberty Canyon Office Expansion IS-MND – City of Agoura Hills
- High School Affordable Housing Project MND – City of Agoura Hills
- The Oaks Expansion/Renovation Project EIR – City of Thousand Oaks
- Simi Valley Town Center EIR – City of Simi Valley

### 1.3.2 Biological Resources Projects

#### Mulholland Highway Road Repair Project NES

*City of Calabasas*

Rincon prepared a Natural Environmental Study (NES) in accordance with Caltrans standards for biological investigations. The proposed project consists of the repair of the Mulholland Highway embankment, shoulder, and pavement, as well as the removal and replacement of interfering portions of existing drainage culverts, headwalls, inlets, and rip rap on Mulholland Highway for a limited extent between its intersection with Dry Canyon Cold Creek Road and Turtle Creek Road. The west portion of the southbound lane will be over-excavated to repair underlying soils, and an alternate, temporary roadway will be constructed to maintain two lanes of traffic during construction. Our work included three tasks: (1) conducting a literature review to determine the special-status biological resources existing or potentially within the vicinity of the project site; (2) conducting a biological field study of the project site to document the biological resources existing onsite and to determine any potential impacts to such resources; and (3) preparing the NES following the requirements as stated in the Caltrans Environmental Handbook (Volume 3 – Biological Resources) to provide the biological documentation necessary to satisfy State and Federal statutory requirements. Rincon also prepared a specific wetland delineation per US. Army Corps of Engineers requirements. The NES was accepted and approved by Caltrans with no comments.

#### Tree Protection Monitoring Services for Backbone Pipeline Project

*Las Virgenes Municipal Water District*

Rincon provided tree protection monitoring for the Backbone Pipeline Project in Agoura Hills. The project involved the installation of a 16" potable water pipeline within Agoura and Reyes Adobe Roads. There were a number of oak trees adjacent to the work area along the pipeline corridor that could potentially be encroached upon due to project activities. Rincon's certified arborist was present for any activity that may have encroached upon or otherwise affected a tree, and was responsible for maintaining consistent and thorough documentation of measures taken in the field to protect tree resources and the success of such measures, including tree encroachment logs for each tree monitored, daily monitoring logs, and a letter report outlining the results of monitoring.

#### Agoura Road Widening Street Improvement Project

*City of Agoura Hills*

Rincon is currently providing biological support services for implementation of several of the Agoura Road Widening Project IS-MND Mitigation Measures. Additionally, Rincon is supporting the project's regulatory permit application process. The project is being conducted in three phases and specific tasks that Rincon is providing for each phase include:

- Biological Survey Support
  - Pre-construction Meeting and Environmental Training



- Environmentally Sensitive Habitat Areas Fence Installation and Monitoring
- Burrowing Owl Pre-Construction Surveys for Burrowing Owl, Least Bell's Vireo, Nesting Birds, Bats, and General Wildlife
- Regulatory Permit Acquisition and Agency Coordination
  - Section 404 Permit
  - Section 401 Water Quality Certification
  - CA Fish & Wildlife Code 1602 Streambed Alteration Agreement
- Habitat Mitigation Monitoring Plan

### **Tree Inventory and Wetland Delineation, Santa Monica Mountains**

*SIA Architects*

Rincon prepared a tree inventory within the project footprint and an approximately 50-foot construction buffer zone to assess permanent and temporary impacts associated with proposed road crossings and a proposed dam/sediment basin. During the tree inventory, the project site was systematically traversed using a Trimble®GeoXT GPS unit to record the specific locations of CDFG jurisdictional trees. A table was provided which included GPS location, species identification, diameters at breast height (DBH), whether the tree was anticipated to be removed or disturbed and relevant notes. Site photos were provided. The trees documented within the survey area include coast live oak (*Quercus agrifolia*), arroyo willow (*Salix lasiolepis*), California sycamore (*Platanus racemosa*), and black walnut (*Juglans californica*).

In addition to the Tree Inventory, a Wetland Delineation was conducted within to assess temporary and permanent impacts associated with the proposed road improvements and construction of the dam/sediment basin. Rincon prepared a Section 404 Individual Permit Application, Section 401 Certification, and Streambed Alteration Agreement.

### **1.3.3 Technical Studies**

#### **Agoura Hills Recreation Center Technical Studies**

*City of Agoura Hills*

Rincon prepared a variety of technical studies for a proposed Recreation Center in Agoura Hills. An existing building formerly a temple and day school was located on the site and the City planned to add on to the building and re-use it as a Recreation Center. Rincon staff prepared an Air Quality Study, Greenhouse Gas Study, Noise Study, and Biological Resources Assessment for the project. The technical studies were prepared in support of the required CEQA documentation. Following completion of these studies, Rincon was retained to provide additional services in support of the project buildout: regulatory permitting, construction monitoring, and species surveys.

#### **Agoura Hills Recreation Center Cultural Resources Monitoring**

*City of Agoura Hills*

Rincon is currently providing cultural resource monitoring services for all project related ground disturbance activities during buildout of the Agoura Hills Recreation Center. The monitoring is being conducted in accordance with mitigation measures presented in the project's Mitigation Monitoring and Reporting Program (MMRP). No cultural resources have been identified to date.

#### **Reyes Adobe Road/U.S. Highway 101 Interchange Improvements – CEQA/NEPA Documentation and Technical Studies**

*Washington Infrastructure Group*

Rincon completed CEQA and NEPA Documentation for a bridge widening project in the City of Agoura Hills. The Reyes Adobe Road/U.S. Highway 101 interchange was a tight diamond interchange with a bridge overpass



containing three lanes and a sidewalk on Reyes Adobe Road. The City proposed to widen the existing overpass bridge to accommodate existing and future traffic and to improve pedestrian safety and access. Four scenarios for the project were investigated involving approximately 30 separate roadway links. Rincon prepared a Preliminary Environmental Assessment Report (PEAR) for the project that determined an Initial Study and Mitigated Negative Declaration was also required. The following technical studies were completed in accordance with Caltrans requirements and were submitted along with the IS-MND: Natural Environment Study (NES), Historic Properties Survey Report (HPSR), Aerially Deposited Lead Survey (ADL), and a Noise Analysis.

**Air Quality Study – Agoura Medical Partners Project, Agoura Hills**  
*Agoura Medical Partners, LLC*

Rincon prepared an air quality study for a proposed medical office building in Agoura Hills. The study quantified both temporary construction emissions and long-term operational emissions, comparing both to South Coast AQMD significance thresholds. The study also qualitatively analyzed potential localized impacts related to carbon monoxide “hot spots” and consistency with the adopted Air Quality Management Plan (AQMP).

**Noise Study for 227-Unit Residential Tract**  
*City of Ventura*

Rincon prepared a study to examine the noise impacts of adjacent arterials and the State Route 126 freeway on a proposed residential tract for the property owner. The study determined the impact of existing, existing plus project, and future traffic noise levels on the proposed residences and on adjacent existing housing. The noise study examined the barrier effect of an elevated roadway and determined the appropriate height requirements for proposed barrier walls to meet City standards for ground floor exterior spaces. The study also provided recommendations for noise insulation of the second story of the first row of residences exposed to traffic noise.

**Shade Hotel Air Quality and Greenhouse Gas Study, Redondo Beach**  
*Redondo Beach Hospitality Co., LLC*

Rincon prepared air quality and GHG studies for the Shade Hotel project in Redondo Beach, which involved a 45-room hotel, hotel lounge, hotel ballroom, hotel conference room, support facilities and ancillary spaces on a site within the Port Royal Marina. The analysis concluded that air pollutant and GHG emissions would not exceed applicable significance thresholds. Rincon worked closely with City of Redondo Beach staff to incorporate the findings of the studies into the City-prepared CEQA documentation for the project.

**Medea Creek Restoration Project Cultural Resources Study**  
*Questa Engineering*

Rincon completed a Phase I cultural resources study which included a records search, Native American scoping, and intensive pedestrian survey for the Medea Creek Restoration Project, which proposes to restore a native riparian corridor and construct a pedestrian path and footbridge on a portion of Medea Creek. The cultural resources records search identified a Chumash village and burial site extending into a portion of the project area, though the site was reportedly destroyed. During the survey, Rincon identified and recorded two prehistoric isolates. Based on the results of the records search and the presence of prehistoric artifacts within the project site, Rincon recommended archaeological and Native American monitoring of project-related ground disturbance. The project is subject to CEQA and Section 106 of the NHPA.



## 2.0 CONSULTANT TEAM

Key members of the project team, their responsibilities, and similar project experience are described below with their roles illustrated on the organization chart. Resumes for the management team are attached as an appendix to this proposal; resumes for technical staff will be provided upon request from the City.

### 2.1 MANAGEMENT TEAM

**Michael P. Gialketsis**, President of Rincon Consultants has more than 30 years of experience in CEQA and NEPA document preparation, urban planning, and project management for both public agencies and private consulting firms. Mr. Gialketsis has a strong multi-disciplinary background that includes being responsible for the preparation of several hundred environmental studies throughout southern California. These studies have included environmental impact reports and/or land use planning documents for Local Coastal Programs, Specific Plans, General Plans, Redevelopment Plans, as well as specific developments such as residential, commercial, industrial, recreational and solid waste management facilities. Many of these projects have involved large scale public participation programs that were used to balance environmental, community, political, and economic issues. Mr. Gialketsis has extensive experience managing a number of Rincon's on-call consulting contracts with local municipalities, public utilities, water districts, and private companies.

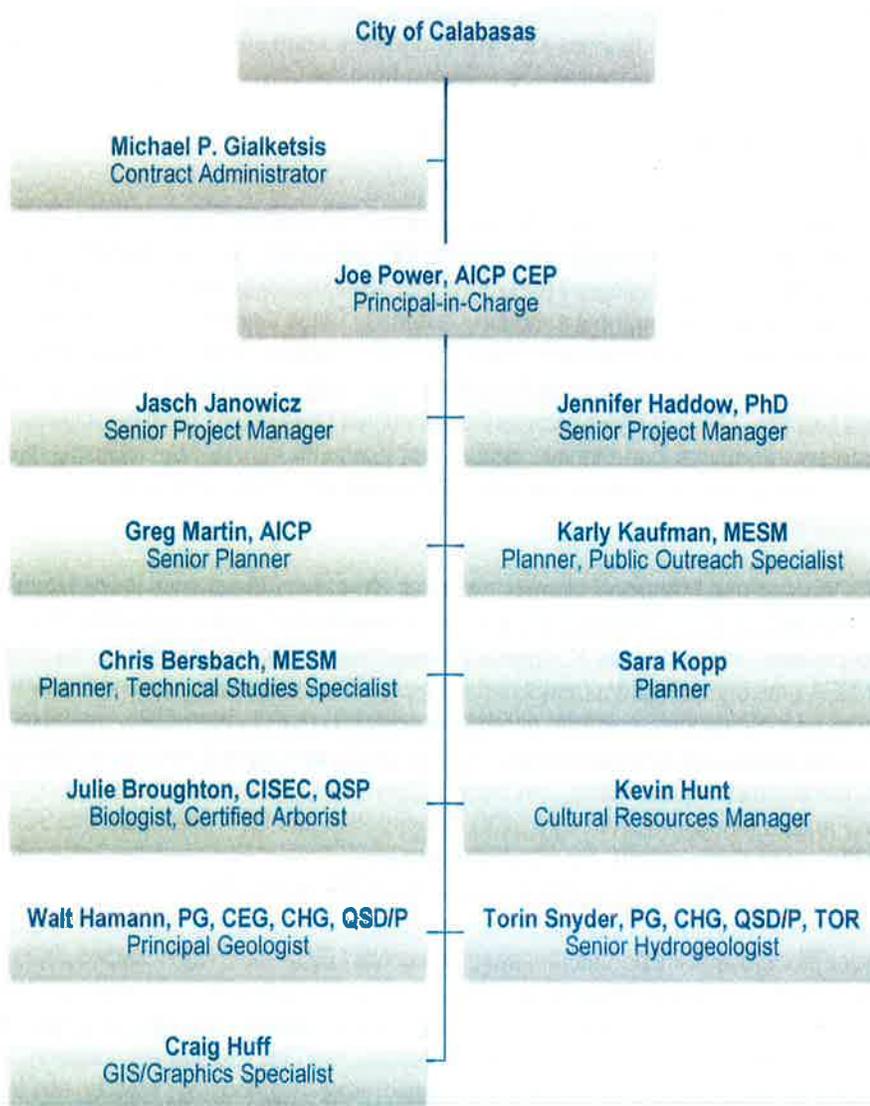
**Joe Power, AICP CEP**, Principal and Planning Manager, has over 20 years of experience in the planning field and has managed or primarily authored successful planning and environmental and planning studies on projects ranging from affordable housing to urban redevelopment to citywide transportation systems. Mr. Power has prepared numerous CEQA and NEPA environmental documents and is an expert in interpreting state and federal planning and environmental law, as well as in developing environmental documentation that is informative, readable, and legally defensible. He has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, greenhouse gases, sustainability, and water supply. His experience with the City of Calabasas includes working as the Project Manager for the City's 2030 General Plan and EIR (which won the SCAG Compass Blueprint Achievement in Sustainability award), the Summit Commercial Project EIR, and the Safran Senior Housing Project IS-MND. He is currently overseeing the Canyon Oaks Project EIR for the City.

**Jasch Janowicz**, Senior Planner with Rincon has managed numerous CEQA and NEPA studies during his planning career. Mr. Janowicz is currently managing Rincon's contract planning efforts for clients throughout California in addition to managing complex CEQA/NEPA compliance projects. He has recently managed or prepared CEQA documents for projects in the cities of La Verne, Agoura Hills, Ventura, and Ojai. He has also recently been involved in NEPA compliance efforts for infrastructure development projects, mixed-use housing projects, and transportation improvement projects throughout southern California. His areas of expertise include planning and zoning administration, CEQA/NEPA analysis and compliance, physical planning, climate action planning, intergovernmental/community relations, and inter-agency regulatory permitting. His experience with the City of Calabasas includes overseeing the CEQA documentation and technical studies (Biological Resources Assessment and Rare Plant Survey) for the BSVERCOM, LLC Three Lot Housing Project.

**Jennifer Haddow, Ph.D.**, a Senior Environmental Scientist with Rincon, has over 10 years of professional experience in the preparation and coordination of all levels of environmental documentation for development projects ranging from medium-scale commercial and retail projects to large-scale residential and mixed-use developments to General Plans. Her experience includes a focus on land use planning in rural areas, incorporating sustainable land use principles to reduce greenhouse gas emissions and protect natural resources. She has experience in the assessment of projects proposed for development on green field sites as well as infill projects in urban areas. Dr. Haddow recently managed the CEQA documentation for the Santa River Bridge Seismic Retrofit Project and a Constraints Analysis for the Lakeview Pipeline Repair and Maintenance Project, both for the Metropolitan Water District of Southern California.



**Team Organization Chart**



**2.2 TECHNICAL STAFF**

**Greg Martin, AICP**, Senior Planner, holds a Master's degree in City and Regional Planning from Cal Poly San Luis Obispo, and is a member of the American Planning Association and the American Institute of Certified Planners. He has eight years of experience in environmental consulting and City planning. Mr. Martin's project experience with Rincon includes work on Initial Studies, EIRs, Water Supply Assessments, and Noise Studies. He has performed noise and light impacts analysis for a variety of projects, including collection of noise and light readings in the field and analysis and incorporation of the resulting data into EIRs, Initial Studies, and other reports. He has extensive experience as the lead analyst for several projects including the Claremont Wilderness Park and Thompson Creek Trail Parking Lots Expansion Project IS-MND (City of Claremont), Safran Senior Housing Project EIR (City of Long Beach), Crestridge Senior Housing Project EIR (City of Rancho Palos Verdes), and the Biola University Master Plan



Update EIR (City of La Mirada). He also has experience as a contract planner working for municipalities of varying size.

**Karly Kaufman, MESM**, Planner and Public Outreach specialist, holds a Bachelor's of Science in Environmental Policy Analysis and Planning from the University of California, Davis, and a Master of Environmental Science and Management from the Bren School of Environmental Science & Management. Her past work involves policy analysis, outreach, advocacy, and survey design. She has also conducted extensive research on alternative energy resources, including solar, wind, and waste, as well as energy storage technologies. Her current work with Rincon involves preparing NEPA and CEQA documents for a diverse range of projects including general plans, specific plans, mixed-use development projects, and redevelopment projects. She recently completed air quality, GHG, and noise technical studies for a community center in Agoura Hills, the Chino Hills General Plan Update, and several residential developments in Los Angeles County.

**Chris Bersbach, MESM**, a Senior Planner, will work as a Technical Studies Specialist for this contract. Mr. Bersbach is thoroughly familiar with air quality, GHG, and noise modeling techniques as well as applicable regulations. His experience includes a wide range of projects, including land and infrastructure development, urban redevelopment, solar power facilities, oil extraction and refining facilities, landfills, general plans, specific plans, and other long-range planning documents. He recently prepared air quality, greenhouse gas, and noise studies for projects in such communities as Los Angeles, Carson, Azusa, and San Jose; he also worked on the Lake Elsinore Climate Action Plan. He is experienced with the California Emissions Estimator Model (CalEEMod), CALINE4, and ICLEI's Clean Air Climate Protection software. Mr. Bersbach uses the Federal Highway Administration Traffic Noise Model (TNM) model and the Larson-Davis Model 720 (ANSI Type 2) sound level meter. He has also prepared health risk analyses (HRAs) for numerous projects to assess potential cancer and other chronic risks associated with proximity to freeways.

**Sara Kopp** is an Associate Environmental Planner within Rincon's Environmental Science Planning group in the Ventura office. Ms. Kopp has over six years of experience in CEQA documentation, short- and long-range planning, and project management. Ms. Kopp previously served as a Planner for the Kern County Planning and Community Development Department where she managed large scale solar projects, as well as commercial and residential projects. During this time, she prepared dozens of CEQA documents, as well as staff reports, and mitigation monitoring and reporting plans. She recently assisted with preparation of the Baldwin Park Mixed Use Transit Center CEQA/NEPA documentation and is currently working on the California State University, Bakersfield Hotel and Conference Center Project IS-MND and the Equestrian Estates Project EIR for the City of Agoura Hills.

**Julie Broughton, CISEC, QSP**, serves as a Senior Botanist and Certified Arborist with Rincon Consultants. Ms. Broughton is a Certified Arborist (Cert. # WE-8726A) through the International Society of Arboriculture, a member of the American Society of Consulting Arborists and has Authorization to collect Voucher Specimens of State Designated Endangered, Threatened and Rare Plants (Voucher Permit #10004) issued by the California Department of Fish and Game. She was responsible for the Glossary of Terms published in both A Flora of Santa Cruz Island (Junak, et al. 1995) and A Flora of San Nicholas Island (Junak, S. 2008), has worked with the Santa Barbara Botanic Garden as a Research Assistant aiding in the establishment of the USDA's PLANTS Database, and as a plant and seed identification specialist for S & S Seeds, a native California seed company. Ms. Broughton's responsibilities include research and field surveys for plant habitat evaluation, general biological surveys, permit implementation and compliance, and the preparation of biological reports for compliance with both NEPA and CEQA.

**Kevin Hunt** is Rincon's Cultural Resources Program Manager with more than 19 years of experience in California archaeology, history, and Native American consultation. His expertise includes the full range of archaeological studies, from literature reviews to large data recovery excavations, as well as the survey and evaluation of historic built environment resources and traditional cultural properties. He has prepared more than 150 technical reports and numerous cultural resources sections for documents including EIRs, Environmental Assessments (EAs), EISs, and



EIR/EISs. Mr. Hunt ensures these studies consider the entire spectrum of cultural resources and full range of potential impacts, as well as provide creative yet defensible mitigation measures. His local experience includes managing and conducting cultural resources services in the cities or communities of West Hills, Westlake Village, Fillmore, Castaic, Dayton Canyon, the Santa Susana Mountains, Angeles National Forest, Piru, Santa Paula, and various other locations throughout Los Angeles and Ventura counties.

**Walt Hamann, PG, CEG, CHG, QSD/P**, Principal with Rincon, will oversee all geotechnical studies for this contract. He is a Professional Geologist (#4742), Certified Engineering Geologist (#1635), Certified Hydrogeologist (#208), and Qualified SWPPP Developer/Practitioner (#22181) with the State of California. As a California Certified Engineering Geologist, he has prepared numerous geological and water resources studies, and has provided expert review of third-party reports. Mr. Hamann is also a California Certified Hydrogeologist and is knowledgeable of soil and ground water issues throughout the Calabasas area.

**Torin R. Snyder, PG, CHG, QSD/P, CPSS**, serves as a Senior Hydrogeologist for Rincon Consultants and will oversee hydrology or water quality studies under this contract. Mr. Snyder is a Professional Geologist (#8663), Certified Hydrogeologist (#950), Qualified SWPPP Developer/Practitioner (#649), and Certified Professional Soil Scientist (#28222). He has over 12 years of professional experience preparing, managing and directing water quality and storm water compliance projects. He is responsible for oversight and implementation of field work, data collection, compilation, client and agency contact, report preparation, and project management. Mr. Snyder's experience includes hydrology and water quality, vadose zone hydrology environmental investigations, hydrogeology environmental investigations, hazardous waste investigations, and soil and groundwater remediation/mitigation

**Craig Huff** serves as the Geographic Information System (GIS), Computer Aided Design (CAD), and Graphics Analyst for the Rincon Consultants. He has worked extensively with a wide range of GIS, CAD, and graphics applications including ArcGIS, AutoCAD Map 3D, Pathfinder, ERDAS Imagine, MultiSpec, Global Mapper and the Adobe product suite. His 10+ years of experience enable him to assist project teams in providing valuable data to make analytically sound decisions through the use of GIS. Mr. Huff has been instrumental in preparing maps and other graphics tools for a variety of projects at Rincon. These include the Marina Bicycle and Pedestrian Master Plan Update, Beach Cities Trail-Constraints Analysis, Tulare County Santa Fe Multi-Purpose Trail, Santa Ynez Valley Community Plan EIR, Lompoc General Plan Update, and the Ventura Botanical Gardens Constraints and Opportunities Analysis. He has also developed project-specific websites for the Crosby Habitat Open Space Management Plan and the Lake Elsinore Climate Action Plan.

## **3.0 TECHNICAL APPROACH**

### **3.1 PROJECT MANAGEMENT**

In every project Rincon Consultants conducts, we strive to provide our clients with an exceptional product that exceeds expectations, and in which all applicable professional standards and regulatory requirements are met. To meet this quality standard, Quality Assurance/Quality Control (QA/QC) procedures are applied to each project at the planning stage, outlining the management techniques to be used. Adherence to these methods is particularly important due to the large number of interested parties and the complexity of technical issues.

Rincon has successfully managed numerous large and small environmental and/or planning documents, biological resources field studies, reports, and permit acquisitions, environmental and construction compliance, project implementation programs, Phase I and II environmental site assessments, and remediation projects for a variety of public and private clients. We have accomplished a successful and efficient adaptive management practice to create a standardized approach for assessing and implementing routine operations and maintenance activities. We are comfortable working closely with multiple departments in geographically separate locations, utilizing client-provided templates, providing feedback regarding approach and a means to more efficiently accomplish work, and adapting to



a preferred approach, in order to meet compliance objectives and customer satisfaction. The following further discusses our management capabilities that will be utilized with this contract with the City of Calabasas.

### **Accounting Project Management**

Rincon uses QuickBooks Enterprise Solutions: Professional Services Edition 10.0 software for our accounting purposes, which provides us with the data necessary to effectively manage our multiple projects with multiple clients. In addition, we note that Rincon can conduct electronic invoice processing and payment per the TrueCommerce® EDI solution that is included within Quickbooks. Electronic Partner Plug-Ins (EPPs) are required; these are intelligent software modules that are programmed to format inbound and outbound transactions so that they match the trading partner's requirements and would be implemented based on need.

### **Quality Control and Review Procedures**

Rincon employs standard project management and quality control methods that include: written project assignments, bi-weekly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, and Principal review of all final products. The project manager and the primary investigator(s) initiate the project by holding a briefing meeting whereby the work scope, expectations, costs, and timing (schedule) are determined. While each primary investigator is responsible for the overall quality of the work effort and maintaining the schedule, the supervisors are responsible for maintaining communication that the work is proceeding as envisioned on a regular basis depending on the needs of the project. Frequently this is done on a daily basis, but no less than a weekly basis. Once the work product has been completed by the primary investigator, it undergoes peer review by the supervisor/project manager. After corrections as needed, a Principal of the firm reviews the final product for quality control before it is provided to our administrative staff for publication. In cases where a limited scope is involved and only data transmittal is provided (as compared to policy interpretation), peer review prior to submittal to the client may occur without Principal review. As part of the review, the document is checked against the prior established expectations and requirements of the work scope. More complex documents are also checked for specific formatting and other requirements using a formal QA/QC checklist by the administrative staff use to ensure that the final delivered product meets client expectations.

### **Subcontractor Quality Control**

Rincon often employs subcontractors to provide additional personnel and perform specialized services that we do not have in-house. When a subcontractor provides information, it is initially checked by the staff person responsible for that task, and then checked by the supervisor/project manager for consistency with other aspects of the work and for compliance with the scope of work agreed to by the subconsultant. If the work is not acceptable, it is returned to the subcontractor and they are not paid for those services until a work product that meets the scope of work is delivered. Our standard subcontracts contain contractual language that provides us the necessary authority to reject unsuitable products.

### **Problem Resolution**

Rincon staff and the City will work closely together to resolve problems when they arise to meet at mutually agreeable solutions. We are comfortable working closely with multiple departments in geographically separate locations, utilizing City-provided templates, providing feedback regarding approach and means to more efficiently accomplish work, and adapting to the City's preferred approach, in order to meet work objectives and customer satisfaction.

At Rincon, a Principal-in-charge is assigned to every job and the City can contact that Principal at any time to resolve any issues with the performance of the contract. Individual Principals are in regular dialog and discussion with other Principals and immediate problem-solving and decision-making occurs. The primary metric to the effectiveness of this principal-level involvement is repeat business. Rincon is proud of its track record of securing long term clients and about 90% of our business is performed for clients who return to us to assist them with their environmental needs.



### 3.2 GENERAL APPROACH

Rincon's general approach to all assignments for Calabasas will be to work closely with City staff to address technical environmental issues of individual projects and planning programs. We understand that the City's staff resources are limited and that we will effectively be an extension of City staff.

As noted above, Rincon has experience with all of the services requested by the City, including:

- (1) Preparation of CEQA environmental documentation and associated technical studies;
- (2) Compliance/mitigation monitoring;
- (3) Biological analysis and permitting;
- (4) GIS mapping; and
- (5) Peer review of CEQA documents and technical studies.

The specific requirements of individual mitigation monitoring, permitting, and mapping assignments will depend upon the nature of the proposal being considered. Our general approach to CEQA analysis and typical technical approach to many of the technical issues likely to be concern for projects in Calabasas are described below.

### 3.3 GENERAL SCOPE FOR CEQA ANALYSES

For as-needed CEQA compliance services, Rincon will assist the City as necessary in examining project applications and files and developing a work scope, cost estimate, and schedule for completing the CEQA process for the project at hand. Upon specific project authorization, the first step will be determine whether the proposal is a "project" under CEQA or if it is exempt. If the project is not exempt, the next step will be to prepare an Initial Study in accordance with the *CEQA Guidelines* and the City's Procedures for implementing CEQA. Having completed CEQA documents for the City in the past, Rincon is familiar with the City's environmental review process. Depending upon the results of the Initial Study, we will advise the City regarding our opinion as to the appropriate document and process needed to fulfill the requirements of CEQA (i.e., ND, MND, or EIR). The technical scope for the environmental document will depend upon project and site specific issues, as well as public input into the process.

In addition to the technical documentation, Rincon will assist the City with the noticing and document distribution aspects of CEQA. Our involvement will also involve project coordination, public hearing support, and the preparation of required CEQA findings, as necessary.

For NDs/MNDs, Rincon's work program will generally involve the following steps:

1. *Prepare Administrative Draft IS/ND for City review.*
2. *Respond to City comments on the Administrative Draft IS/ND and prepare the Public Review Draft IS/ND.*
3. *Circulate the Public Review Draft IS/ND for 20-30 days.*
4. *Respond to comments on the Public Review Draft IS/ND.*
5. *Prepare a Final IS/ND, possibly including a mitigation monitoring and reporting program (MMRP).*
6. *Attend public hearings on the project.*

For EIRs, Rincon's work program will generally involve the following steps:

1. *Prepare Administrative Draft IS and Notice of Preparation (NOP) for City review.*
2. *Respond to City comments on the Administrative Draft IS/NOP and circulate the IS/NOP for 30 days.*
3. *Conduct an EIR scoping meeting (optional, depending on the project).*
4. *Prepare a Draft EIR project description for City review and approval.*



5. *Prepare an Administrative Draft EIR for City review (documents will focus on issues identified as potentially significant in the IS and other CEQA requirements, including analysis of alternatives, growth inducement, and global climate change).*
6. *Respond to City comments on the Administrative Draft EIR and circulate the Draft EIR for public review (typically 45 days).*
7. *Respond to comments on the Draft EIR.*
8. *Prepare the Final EIR, including an MMRP.*
9. *Attend public hearings on the project.*

### **3.4 GENERAL TECHNICAL APPROACH TO ENVIRONMENTAL ANALYSIS**

Environmental analysis performed for City projects will be consistent with applicable requirements of the CEQA Guidelines, the City's adopted CEQA procedures, and applicable direction from the California Courts. Impacts will be compared to identified significance thresholds, will be taken from the CEQA Guidelines, adopted City standards, or standards adopted or recommended by other agencies that may have regulatory or oversight authority over certain aspects of projects (such as the South Coast Air Quality Management District, the California Department of Fish and Wildlife, and the Regional Water Quality Control Board). Whenever possible, both thresholds and impacts will be quantified in order to provide clarity with respect to whether or not a project's impact is "significant" under CEQA.

Rincon's general approach to several of the environmental issues likely to be of key concern for City projects is described below (issues are listed in alphabetical order).

#### **Aesthetics**

Aesthetic analyses will generally answer the following questions:

1. *Would the project have a substantial effect on a scenic vista?*
2. *Would the project substantially damage identified scenic resources?*
3. *Would the project substantially degrade the visual character of the site?*
4. *Would the project create substantial light or glare?*

These questions will be answered based on review of applicant site plans, grading plans, elevations, and other materials, as well as field reconnaissance and photo documentation of the site and surroundings. The analysis will also consider consistency of proposed projects with adopted City plans and policies relating to aesthetics and architectural and landscape design.

If desired by the City, the analysis will be supported by photosimulations that provide a "before and after" look at the project site from key vantage points. Rincon can either prepare these photosimulations for use in the environmental documentation or use applicant-prepared photosimulations.

#### **Air Quality**

Air quality analyses will generally follow the approaches recommended by the South Coast Air Quality Management District (SCAQMD). Typically, both temporary construction-related impacts and long-term impacts related to project operation will be analyzed. Both temporary and long-term emissions will be estimated using the most recent version of the CalEEMod air quality model. Emissions will then be compared to SCAQMD-recommended quantitative thresholds to determine significance. As appropriate, construction-related emissions will be compared to both the recommended daily thresholds and applicable localized significance thresholds (LSTs). For projects involving substantial grading, health risk analysis may be conducted to determine the potential significance of impacts related to particulate matter emissions.



As appropriate, projects will also be analyzed for consistency with the SCAQMD's Air Quality Management Plan as well as for the potential to create carbon monoxide (CO) "hot spots." The hot spot analysis will either involve use of one of various screening tools or modeling using the CALINE air quality model.

Residential and other "sensitive" uses proposed within 500 feet of the Ventura Freeway will also be subject to health risk analysis, as required by Policy IV-20 of the 2030 General Plan. This analysis will be conducted using SCAQMD-recommended models and thresholds.

### **Biological Resources**

Biological resource issues will be critical for projects involving new development in undeveloped hillside areas. Rincon's biological resources group will perform all biological analyses, which will typically involve the following tasks:

- *Review of the California Natural Diversity Database (CNDDB) and existing literature sources to define the presence and sensitivity of biological resources that may be affected by the proposed project*
- *Peer review of any applicant-prepared technical studies that may be available*
- *Field reconnaissance to confirm the presence and conditions of any sensitive habitats that may be affected by the project*
- *Mapping of the location of special status habitats (e.g., ESHA, riparian habitats/ wetlands, woodlands) and species*
- *Quantification of the areas of potential impact*
- *Coordination with state and federal agencies such as the California Department of Fish and Wildlife (CDFW), U.S. Army Corps of Engineers (USACOE), and U.S. Fish and Wildlife Service (USFWS), as well as conservation organizations as appropriate*

In certain instances, specialized studies such as arborist surveys (Oak Trees and Scrub Oak Habitat are especially important), wetland delineations, and protocol surveys may be warranted. Rincon biologists can conduct such studies as necessary in support of CEQA or as standalone reports.

### **Cultural Resources**

Rincon staff includes archaeologists who meet or exceed the Secretary of the Interior's Professional Qualification Standards for prehistoric archaeology, historic archaeology, and history supported by qualified paleontologists, archaeological and paleontological technicians, GIS staff, technical editors, and document production specialists. When analyzing projects for the City of Calabasas our specialists will consider the full spectrum of cultural resources, including archaeological, built environment, and traditional cultural properties. Rincon will provide assistance to the City to ensure compliance with CEQA, NEPA, Sections 106 and 110 of the National Historic Preservation Act (NHPA), and other federal, state, and local laws and regulations. Services may include:

- *Cultural Resource Surveys*
- *California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) Eligibility Evaluations*
  - *Archaeological Site Testing*
  - *Historic Built Environment Resource Evaluation*
- *Archeological Data Recovery Programs*
- *Phase I, II, and III Paleontological Resources Analysis*
- *Construction Monitoring*
- *Native American Consultation*



### **Geology**

Depending on the complexity of geologic issues for projects, Rincon may prepare the geology analysis in-house or may retain a subconsultant to prepare a geotechnical evaluation or peer review of an applicant-prepared geotechnical study. Generally, the geology analyses will consider such issues as:

- Surface rupture
- Expansive soils
- Ground shaking
- Subsidence
- Liquefaction
- Lateral spreading
- Landsliding
- Erosion

Depending on the project, soils issues relating to use of onsite septic systems may also be an issue.

For routine assignments, the analysis of geologic hazards will generally rely on applicant-prepared studies, the City's Safety Element, and other readily available information sources. For complicated assignments (such as projects in known landslide hazard zones), original field work and geotechnical analysis may be needed.

### **Global Climate Change**

The issue of global climate change (GCC) has emerged as an issue of concern for CEQA documents since the passage of SB 32 and SB 97. Although analysis methods and significance thresholds are still evolving, Rincon has developed a standard methodology that can be used to assess individual projects, as described below.

1. *Inventory and Modeling: An inventory of GHG emissions (i.e., carbon dioxide, methane, nitrous oxide) generated by the project will be presented for informational purposes. CalEEMod can be used to quantify carbon dioxide equivalent emissions.*
2. *Compliance with Strategies: Project compliance with the emission reduction strategies contained in such planning and policies documents as the Southern California Association of Governments' (SCAG) Sustainable Communities Strategy and the California Climate Action Team's (CCAT) Report to the Governor will be assessed. Projects can generally comply with SCAG and CCAT policies and strategies by incorporating the following design features: vehicle trip reduction strategies; providing multi-modal transportation options; increasing energy efficiency beyond Title 24 requirements; increased recycling; and incorporating green building technology.*

If the proposed project complies with applicable GHG reduction strategies, it would generally be found to have a less than significant cumulative impact to global climate change. If the project cannot comply with applicable strategies, it may also be able to reduce its cumulative contributions to GHG emissions by contributing to available regional, state, national, or international mitigation programs such as reforestation, tree planting, or carbon trading.

### **Noise**

Noise analyses will typically consider both temporary construction-related noise and long-term noise associated with project operation. Temporary noise impacts at affected receptor locations will generally be estimated using construction noise levels reported by the USEPA and standard noise attenuation rates. Noise will be compared to allowable noise levels under the new noise ordinance to be added to the updated Development Code.

For most projects, vehicle traffic will be the primary generator of long-term impacts. The increase in noise associated with project traffic will typically be modeled using the Federal Highway Administration's Traffic Noise Model (TNM) based on traffic data from a project traffic study. For projects involving onsite noise generation, Rincon file data and field measurements at similar facilities will be used to estimate noise levels. Noise levels will be compared to "Land Use Compatibility for Community Noise Environments" matrix contained in the Noise Element of the 2030 General Plan to determine significance.



For projects involving noise sensitive uses, onsite noise measurements will be conducted to determine whether or not ambient noise exceeds applicable compatibility standards. Where ambient noise exceeds the “normally acceptable” level for the proposed use, appropriate noise attenuation techniques will be recommended.

### **Oaks/Trees**

Certified Arborists (International Society of Arboriculture (ISA)) and Consulting Arborists (American Society of Consulting Arborists (ASCA)) can be required by regulatory agencies to provide tree health and risk assessments, determine potential impacts to trees resulting from development and construction activities, provide mitigation recommendations, provide best management practices recommendations and prepare, interpret and implement tree preservation and retention plans for compliance with jurisdictional requirements. Rincon’s certified arborists have substantial experience working in urban forests, assessing tree conditions and assigning standardized risk levels, detailed tree inventory programs and presenting of findings in a concise, high quality report. Rincon can provide the following arborist services:

- *Tree Inventory*
- *Tree Evaluation*
- *Tree Risk Assessment*
- *Tree Protection and Monitoring Plans*
- *Construction Monitoring Plans*
- *Tree Protection Plan Implementation and Monitoring*
- *Tree Removal Monitoring*
- *Peer Review of Tree Inventory Plans*
- *Habitat Monitoring Plans and Implementation Monitoring*

### **Traffic/Circulation**

For small projects, Rincon can prepare simple traffic analyses by calculating traffic generation based on Institute of Transportation Engineers (ITE) rates and making assumptions about how traffic may be distributed. However, for projects with potentially significant impacts, traffic studies will typically be prepared by traffic engineering firms, either as subcontractors to Rincon or under direct contract to the City or applicant. Rincon routinely works with a number of traffic engineering firms that could provide such services. Typically, the traffic study would be an appendix to the environmental document and Rincon would summarize the key findings of the study in the environmental document.

### **Water Supply**

Given the current uncertainties regarding the availability of State Water Project (SWP) water, water supply has become a critical concern for communities that rely on that water source. The Las Virgenes Municipal Water District (LVMWD), which supplies all of Calabasas with water, relies on SWP water.

For smaller projects, the water supply analysis will generally involve: (1) quantification of project water demand based on rates from the LVMWD or other reliable source; and (2) comparison of project demand to available supplies as reported in the LVMWD’s Urban Water Management Plan. For most projects, it is anticipated that demand will be within the planning parameters of the LVMWD. However, larger projects and projects that are outside the growth forecasts of the 2030 General Plan may not be within LVMWD supplies. In such instances, Rincon would work with LVMWD staff to determine whether supplies are sufficient and, if not, whether supplies can be supplemented. It is not anticipated that any future City projects would be large enough to warrant preparation of an SB 610 Water Supply Assessment as the requirements of SB 610 only apply to projects involving the equivalent of 500 residences. However, in the event that such a project is proposed, Rincon is capable of preparing the Water Supply Assessment in coordination with the LVMWD.



**Wildland Fire**

All of Calabasas is within a designated high fire hazard zone. Undeveloped hillside areas are particularly prone to wildland fire hazards. Fire hazard analyses will be conducted in consultation with the County Fire Department, whose standards will be used. Fire hazard designations for affected sites will be identified and the potential for projects to increase fire hazard exposure will be assessed. Mitigation measures to reduce significant fire-related hazards will be identified as appropriate and may include such techniques as creation of fire breaks and defensible space and vegetation management.

**3.5 ADDITIONAL ENVIRONMENTAL SERVICES**

**Public Outreach**

Rincon has extensive experience completing citizen outreach programs, conducting public hearings, and supporting municipalities during the public participation phase of projects. We will bring our technical experts and our public participation experts together to conduct any required meetings and/or hearings. In addition, working with City of Calabasas staff, we will provide support documents, such as handouts, mailers, flyers, web page content, and other information that will bring credibility to a project.

**Regulatory Permitting**

The objective of this task is to assist permit applicants with the timely acquisition of regulatory permits. We can provide jurisdictional determinations and assess the extent of disturbance within jurisdictional areas, prepare permit applications, and provide client/agency coordination to expedite the acquisition of regulatory permits. To process permits more quickly, Rincon employs a pro-active protocol for engaging agencies, by requesting an early field visit to gather agency input, addressing agency questions or concerns as part of the permit package or early in the application process, by maintaining agency contact throughout the application review period, and tracking review milestones for success. As part of this effort, Rincon regulatory specialists review draft permit conditions to ensure that they are technically feasible and to streamline them to allow for efficient project execution. Specific tasks our specialists complete during biological permit acquisition include identifying those specific permits and approvals necessary, completing the applications, negotiating conditions concerning biological issues, pursuing approval, and planning and implementing the final permit requirements.

**4.0 FEE SCHEDULE**

Because the scope of work for individual assignments is not known at this time, each assignment will be performed on a time-and-materials basis in accordance with our standard fee schedule, a copy of which is attached. Billing rates for key project staff are as follows:

Staff Member	Role	Billing Rate
Michael P. Gialketsis	Contract Manager	\$210
Joe Power, AICP CEP	Principal in Charge	\$180
Jasch Janowicz	Project Manager	\$135
Jennifer Haddow, PhD	Senior Environmental Scientist	\$135
Greg Martin, AICP	Senior Planner, Technical Studies	\$105
Karly Kaufman, MESM	Planner, Public Outreach	\$95
Chris Bersbach, MESM	Planner, Technical Studies	\$105
Sara Kopp	Planner	\$95
Julie Broughton, CISEC, PhD	Biologist/Arborist	\$105



Staff Member	Role	Billing Rate
Kevin Hunt	Cultural Resources	\$135
Walt Hamann, PG, CEG, CHG, QSD/P	Geology, Hazards	\$210
Torin Snyder, PG, CHG, QSD/P, CPSS	Hydrology/Water Quality	\$135
Craig Huff	GIS/Graphics	\$85

For individual CEQA assignments that may be required under this agreement, our fee and schedule would be based on a separate proposal to be submitted upon examination of each individual project.

## 5.0 REFERENCES

Rincon Consultants, Inc. is proud of its reputation as a leader in the environmental consulting industry. We have provided environmental services to both large and small municipalities, private clients, and federal government agencies for over 19 years. The following references will attest to our performance on past projects.

**Allison Cook**

Principal Planner  
 City of Agoura Hills  
 30001 Ladyface Court, Agoura Hills, CA 91301  
 (818) 597-7310

[acook@ci.agoura-hills.ca.us](mailto:acook@ci.agoura-hills.ca.us)

*Project: Various CEQA Documents and Technical Reports*

**Belle Newman**

Contract Planner  
 City of Claremont  
 207 Harvard Avenue, Claremont, CA 91711  
 909-399-5470

[bnewmanplanning@gmail.com](mailto:bnewmanplanning@gmail.com)

*Project: On-Call CEQA Services, Various Environmental Reports*

**Candice Bowcock**

Associate Planner City of La Verne  
 3660 "D" Street, La Verne, CA 91750  
 (909) 596-8706

[cbowcock@ci.la-verne.ca.us](mailto:cbowcock@ci.la-verne.ca.us)

*Project: Various CEQA Documents*

**Craig Chalfant**

Planner City of Long Beach  
 Long Beach Development Services  
 333 W. Ocean Boulevard, 5<sup>th</sup> Floor, Long Beach, CA 90802  
 (562) 570-6368

[craig.chalfant@longbeach.gov](mailto:craig.chalfant@longbeach.gov)

*Project: On-Call CEQA Services, Various Environmental Reports*

## 6.0 SAMPLES OF WORK

The following reports have been provided on CD-ROM as samples of our previous work.

- IS-ND: 2013 – 2021 Housing Element, City of Walnut
- IS-MND: Olson Company 66-Unit Residential Subdivision, City of La Verne
- DEIR: Crestridge Senior Housing Project, City of Rancho Palos Verdes
- FEIR: 2030 General Plan/Local Coastal Plan, City of Avalon



# Management Team Resumes

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## **MICHAEL P. GIALKETSIS**

President  
Rincon Consultants, Inc.

Mr. Gialketsis is one of the founding principals of Rincon Consultants and currently serves as the President of operations. He has over 30 years of professional experience managing, directing, and performing environmental and planning studies throughout California. These studies have included environmental impact reports and/or land use planning documents for Local Coastal Programs, Specific Plans, General Plans, Redevelopment Plans, as well as specific developments such as residential, commercial, industrial, recreational and solid waste management facilities. Many of these projects have involved large scale public participation programs that were used to balance environmental, community, political, and economic issues. Prior to founding Rincon Consultants, Mr. Gialketsis was Vice President in charge of environmental and geoscience services for an international consulting firm, where he was responsible for managing the west coast environmental operations.

### **TECHNICAL CAPABILITIES**

- Mr. Gialketsis has a broad technical background in environmental and planning issues. He has prepared and directed traffic, noise, land use and policy analyses, air quality, visual resources, infrastructure, agricultural resources, and alternative analyses and has considerable expertise working with and implementing the State CEQA Guidelines.
- Mr. Gialketsis has over ten years of experience conducting and directing environmental facility audits and performing Phase I and II site investigations. These studies have involved detailed historical and site record reviews to determine the potential presence of onsite environmental liabilities. Where literature review identified potentially serious environmental issues, Mr. Gialketsis developed Phase II sampling programs to define onsite conditions.
- Mr. Gialketsis has considerable experience effectively working with many land use and environmental permitting agencies and has managed permit processing for a variety of project types.
- Mr. Gialketsis has authored technical papers and lectured on management and environmental planning issues. Mr. Gialketsis presented a paper to the Inter-American Bar Association on the use of environmental documentation in the planning and operation of facilities in Latin America. He has also been published in the American Society of Civil Engineers Journal of Engineering Management.

### **EDUCATION, REGISTRATIONS AND AFFILIATIONS**

B.A., Environmental Studies, University of California, Santa Barbara  
California Lutheran University (MBA course work)  
Continuing Education ASFE Institute of Professional Practice

### **EMPLOYMENT HISTORY**

Rincon Consultants, Inc. (1994 through present)  
Fugro West, Inc. (1983 through 1994)  
Envicom Corporation (1979 through 1983)  
County of Ventura Resource Management Agency (1979)

## PROJECT EXPERIENCE

### *General Plans, Specific Plans, Redevelopment Projects*

- City of Agoura Hills Agoura Village Specific Plan EIR
- Oxnard Revised Redevelopment Project EIR
- City of Buellton General Plan and EIR
- County of Los Angeles Malibu Local Coastal Program
- John Laing Homes LCP Amendment EIR
- City of Oxnard, Oxnard Village Specific Plan EIR
- City of Calabasas 2030 General Plan, Development Code, and EIR

### *Environmental Impact Reports*

- Castaic Lake View Estates Development Project EIR, County of Los Angeles
- Ashley Construction Development Project EIR, City of Hidden Hills
- Charnock Wellfield Restoration EIR, City of Santa Monica
- Diani Asphalt Plant EIR, City of Santa Paula
- Creekwood Coastal Residential Project EIR, City of Carpinteria
- Buellflat Annexation EIR, City of Solvang
- Lantana Studios Expansion EIR, City of Santa Monica
- Chevron Estero Facility Removal and Restoration EIR, County of San Luis Obispo
- De Anza Off-Road Vehicle Park EIR, County of Riverside
- Goleta Valley Areawide Agricultural Study
- Southern California Pipeline System Permit Application
- UNOCAL Cojo Platform and Pipeline Development Plan
- Bolsa Chica Wetlands Restoration Pipeline Replacement Program Permitting and CEQA Documentation

### *Environmental Assessments/Audits*

- Regulatory Compliance Program for Sempra Utilities Distribution and Transmission Facilities, (2003-present)
- Ventura County Transportation Commission Santa Paula Branch Line Phase I & II, Environmental Site Assessment
- Sprint PCS Cell Tower Environmental Assessment of over 400 sites in southern California
- Army Fort Irwin Waste Management Plan, Environmental Baseline Report for Barstow-Daggett Airport: AB 2588 Air Toxics Inventory
- Environmental Audit, Environmental Damage Assessment and Management Plan for Oilfield Facilities, Ecuador, South America
- Oxnard Housing Department, Phase I Environmental Assessment
- Over 100 Phase I studies for individual property transfers

### *Phase II Assessment and Remediation Projects*

- Los Angeles County Temple City Sheriffs Station Soil Vapor Extraction Project
- Santa Barbara County Phillips Tajiguas Oil and Gas Plant Abandonment
- City of Oxnard Corporation Yard Bioremediation Project
- County of Ventura Sheriff and Fire Stations



## **JOE POWER, AICP CEP**

Senior Principal  
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 23 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.

### **TECHNICAL CAPABILITIES**

- Mr. Power has prepared numerous CEQA and NEPA environmental documents and is an expert in interpreting state and federal planning and environmental law, as well as in developing environmental documentation that is informative, readable, and legally defensible. He is skilled in developing creative solutions to social and environmental issues related to land development.
- Mr. Power has prepared and managed citywide general plans and climate action plans as well as specific Plans and master plans for neighborhoods and communities.
- Mr. Power has prepared specialized technical reports on a range of planning and environmental topics, including noise, air quality, greenhouse gases, sustainability, and water supply.
- Mr. Power is proficient in applying sustainable development concepts to planning issues. He is the co-author of *A Planner's Guide to Sustainable Development*, an APA Planning Advisory Service Technical Report that provides guidance to the practicing planner in initiating and implementing local sustainable development programs.
- Mr. Power is a skilled public presenter and moderator, having facilitated public workshops for various General Plan Elements and EIRs, and conducted professional presentations at both the California and National American Planning Association conferences.

### **EDUCATION, REGISTRATIONS AND AFFILIATIONS**

B.A., Urban and Economic Geography, University of Georgia  
M.A., Architecture and Urban Planning, UCLA Graduate School of Architecture and Urban Planning  
American Planning Association  
American Institute of Certified Planners, Certified Environmental Planner

### **EMPLOYMENT HISTORY**

Rincon Consultants, Inc. (1996 through present)  
Planning Consultants Research (1996)  
Fugro West, Inc. (1991 through 1996)  
City of West Hollywood (1990 through 1991)  
South Coast Air Quality Management District (1989 through 1990)

### **PROJECT EXPERIENCE**

*General Plans, Specific Plans, and Redevelopment Plans*

- City of Calabasas 2030 General Plan, Development Code, and EIR
- City of Calipatria General Plan Update and Zoning Ordinance

- City of Chino Hills General Plan Update – Air Quality and GHG Analysis
- City of Coachella General Plan Update EIR (Noise, Air Quality and GHG) and Noise Element
- City of Avalon General Plan and EIR
- City of Ventura 2005 General Plan and EIR
- City of Carpinteria Noise and Safety Elements and General Plan EIR
- City of Fillmore General Plan and EIR
- North Fillmore Specific Plan EIR
- North Fillmore Business Park Master Plan EIR
- City of Santa Clarita Circulation Element Update EIR
- E. Colorado Boulevard Specific Plan EIR, City of Pasadena
- Whiteside Redevelopment Project EIR, Los Angeles County CDC
- City of Ventura Downtown Specific Plan EIR
- West Los Angeles Community Plan EIR, City of Los Angeles

#### *CEQA/NEPA*

- Summit Commercial Project EIR, City of Calabasas
- Canyon Oaks Project EIR, City of Calabasas
- Conrad Hilton Headquarters Project EIR, City of Agoura Hills
- Mangrove Estates Mixed Use Development EIR, City of Los Angeles
- Town Center Regional Shopping Center EIR, City of Simi Valley
- The Oaks Mall Expansion EIR, City of Thousand Oaks
- Carryout Bag Ordinance EIR, City of Santa Monica
- Press-Telegram Mixed Use Development EIR, City of Long Beach
- Westmont College Master Plan SEIR, County of Santa Barbara
- Caltech Master Plan SEIR, City of Pasadena
- Surfers Point Managed Shoreline Retreat EIR, City of Ventura
- Ventura County Juvenile Justice Complex EIR, County of Ventura
- Community Memorial Hospital EIR, City of Ventura
- Over 100 NEPA environmental assessments of affordable housing and commercial rehabilitation projects, Los Angeles County CDC

#### *Climate Action Plans/Greenhouse Gas Studies*

- City of Vista Climate Action Plan, City of Vista
- City of San Marcos Climate Action Plan
- Lake Elsinore Climate Action Plan, City of Lake Elsinore
- Housing Element Green House Gas Studies for Various Cities, Veronica Tam & Associates
- Courtyard by Marriott Greenhouse Gas Study, City of San Diego
- Southwestern College Greenhouse Gas Study, City of Chula Vista
- Dos Colinas Project Greenhouse Gas Study, City of Carlsbad
- Lowe's Greenhouse Gas Study, City of Thousand Oaks

#### **PUBLICATIONS/PROFESSIONAL PRESENTATIONS**

*A Planner's Guide to Sustainable Development*, with Kevin J. Krizek, Planning Advisory Service Technical Report No. 467, American Planning Association, December 1996.

"De-energizing Our Future," with Stephen Harrington, *Environmental Monitor*, Association of Environmental Professionals, Spring 1998.

New Directions in Sustainable Development, APA National Conference, San Diego, California, April 1997.



## **JASCH JANOWICZ**

Senior Program Manager  
Rincon Consultants, Inc.

Mr. Janowicz is a Senior Program Manager in Rincon's Environmental and Sciences and Planning group. In this role, he primarily responsibility is to manage Rincon's statewide practice in environmental/contract planning services. He is also responsible for managing and preparing complex planning and environmental documents, preparing specialized technical studies, and day-to-day project management. Mr. Janowicz has over 12 years of experience in the environmental planning and real estate development fields, where he has assumed a number of management roles for both public agencies and private development corporations. These experiences have given him the unique ability to successfully author complex planning and environmental studies on projects ranging from high-density and transit-oriented mixed-use redevelopment projects to renewable energy production facilities while also managing client and community expectations throughout the planning and review stages.

### **TECHNICAL CAPABILITIES**

- Mr. Janowicz has managed the processing and analysis of full development applications for renewable energy facilities, commercial retail facilities, industrial facilities, and single/multi-family residential projects.
- Mr. Janowicz has prepared numerous CEQA and NEPA environmental documents for both public agencies and private development companies and thus is highly skilled in developing creative solutions to social and environmental issues related to land development projects.
- Mr. Janowicz has prepared numerous Specific Plans and Master Plans for high-density redevelopment projects and conventional suburban residential projects.
- Mr. Janowicz has prepared specialized technical reports on a range of planning and environmental topics, including neo-traditional urban design, transportation planning, Low-Impact-Development stormwater management, redevelopment financing and fiscal analysis, affordable housing, and renewable energy production.
- Mr. Janowicz is highly skilled in intergovernmental relations, community outreach, and public speaking, having facilitated numerous public workshops and public hearings for various Master Plans/Specific Plans, mixed-use transportation oriented redevelopment projects, and professional presentations describing the benefits of transportation-oriented urban design.

### **EDUCATION, REGISTRATIONS AND AFFILIATIONS**

B.S., Soil Science, Concentration in Environmental Management, Cal Poly San Luis Obispo  
Member, Association of Environmental Professionals  
Member, American Planning Association  
Member, Surfrider Foundation  
Member, St. Mary's Catholic School Consultative School Board

### **EMPLOYMENT HISTORY**

Rincon Consultants, Inc. (2010 through present)  
Daly Group, Inc. (2005 - 2010)  
Diamond West Engineering, 2004  
Jasch Janowicz Planning and Environmental Services (2003 - 2004)

Planning Corporation (2000 - 2003)

## PROJECT EXPERIENCE

### *Urban Development*

- Hillel Townhome Project IS/MND, City of Agoura Hills
- Conrad N. Hilton Office Project EIR, City of Agoura Hills
- Scheu Commercial Office Project EIR, City of Agoura Hills
- Victoria Mixed Use IS/MND, Port Hueneme
- La Verne Technology Center IS/MND, City of La Verne
- Conejo Creek EIR, City of Camarillo
- Gateway Project EIR, City of Beverly Hills
- 710 Wilshire EIR, City of Santa Monica
- Canyon Oaks Residential EIR, City of Calabasas
- Channel Islands Harbor Mixed Use Redevelopment EIRs, County of Ventura
- City of Oxnard, The Village Specific Plan EIR
- Numerous CEQA documents prepared for City of Agoura Hills and City of Calabasas as Environmental Analyst/Environmental Coordinator

### *Infrastructure, Energy and Water Planning and Development*

- Agromin Biogenic Energy Park, Ventura County
- The Gas Company Line 1228 Pipeline Replacement Project, Bolsa Chica
- Arrundel Barranca Dam Emergency Spillway Enhancement, Ventura County
- Las Virgenes Municipal Water District Facility Parcel Map, Calabasas
- Ventura Olivas Park Drive Extension EIR, Ventura

### *Specific Plans, Master Plans, and Redevelopment Plans*

- Compton Brickyard Specific Plan EIR/EA, City of Compton
- Claremont McKenna Master Plan EIR, City of Claremont
- Biola University Master Plan EIR, City of La Mirada
- The Village Specific Plan, City of Oxnard
- St. John's Specific Plan, City of Camarillo
- Saticoy Community Plan and Development Code, City of Ventura
- Westside Community Plan and Code, City of Ventura
- Lyons Canyon EIR and Specific Plan, County of Los Angeles

### *Land Use Planning*

- City of Avalon General Plan Update and EIR, Avalon
- City of Pomona General Plan Update and Corridors Specific Plan EIR, Pomona

### *Contract Planning*

- City of Fillmore
- City of Goleta
- City of Guadalupe

## Calabasas RFQ - Environmental Review Services

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### **CITY OF CALABASAS**

### **Request for Qualifications, Environmental Review Services**

### **Issued May 1, 2014**

#### **I. Introduction**

The City of Calabasas is seeking Statements of Qualifications (SOQs) from Environmental Consulting firms for on-call environmental review services. This RFQ describes the consultant qualifications to be evaluated, outlines City expectations, explains the review and selection process, and lists the submittal date for the Qualifications Statements.

#### **II. Background**

The City of Calabasas is located approximately 30 miles west of Downtown Los Angeles, near the western border of Los Angeles County. The City is 12.9 square miles in size, and was incorporated in 1991. Development in the City generally occurred over the last 50 years, with the majority occurring pre-incorporation under the jurisdiction of unincorporated Los Angeles County.

From time to time, the City of Calabasas Community Development Department has development projects that require the preparation of CEQA documentation, such as a Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR), that cannot be prepared by City staff due to time constraints or the complexity of the project specific issues. For the last ten (10) years the City has held professional services agreements with environmental consulting firms to assist in CEQA analysis and document preparation.

Consequently, the City desires to obtain consultant services for a broad range of environmental review work. This work will be concentrated primarily on preparation of CEQA-required reports associated with proposed development projects (EIRs, MNDs, NDs), and associated technical studies. Also, from time to time, the city may also desire expert review, as City's agent, of environmental documents for proposals in adjoining or nearby jurisdictions, as well as mitigation compliance monitoring and reporting, and other expert environmental review and reporting work. The approximate aggregate annual volume of environmental review and assessment work administered through the Planning Division is \$250,000. This component will be awarded to several, but not more than three selected respondent firms, with work divided among them.

#### **III. Scope of Services**

- A. The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

## Calabasas RFQ - Environmental Review Services

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1. Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to: Initial Studies; Draft NDs, MNDs and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
2. As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments and other studies).
3. Prepare all notices and file (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse.
4. Attend all project hearings before the Planning Commission and City Council.
5. Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
6. Work under the supervision of the Planning Division during the completion of the environmental work.

B. Consultant shall execute a professional services agreement with the City of Calabasas.

### **IV. Consultant Qualifications**

The City expects the successful firm(s) to demonstrate experience in the following areas:

1. Representation of local governments in the environmental review of development project applications, to include all aspects of environmental impact review per CEQA and the CEQA Guidelines, preparation and/or review of pre-application studies, preparation of cumulative impacts analyses, and development of alternative design recommendations, and NEPA knowledge/experience.
2. Preparation and review of all manner of CEQA documents, to include Initial Studies, Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations.
3. Representation of local governments in the monitoring and enforcement of environmental mitigation requirements imposed as part of development project approvals.

## Calabasas RFQ - Environmental Review Services

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4. Preparation of comprehensive site assessment reports regarding biological resources (particularly oak trees), geologic conditions, wetlands and hydrology, noise, etc., as necessary to fulfill CEQA and/or agency permitting requirements.
5. Experience with preparing and conducting workshops, and management of public outreach efforts, to include use and involvement of the media, as well as internet/web.

The successful firm(s) must also be able to perform the following tasks:

1. Conduct surveys and inspections in the field, often on rugged terrain;
2. Provide specialty arborist services for oak trees and scrub oak habitat;
3. Prepare and review various CEQA documents, to include Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations;
4. Conduct CEQA compliance monitoring and reporting;
5. Prepare permit documents, as necessary, for the US Army Corps of Engineers (Section 404), California Department of Fish and Wildlife, NHPA Section 106, and other regulatory agencies;
6. Mapping site data using ArcVIEW GIS, and MS Illustrator (or similar software);
7. Strong skills in writing and oral communication;
8. Testifying at public hearings in regards to environmental conditions and/or impacts associated with proposed development projects

### **V. RFQ Submittal Requirements**

A. Format – responses to this RFQ should not exceed thirty (30) pages total. Pages should be numbered and a table of contents must be included. The structure of the SOQ shall conform to the outline listed below.

1. **Cover Letter.** The cover letter must be signed by a person authorized to negotiate and execute contracts on behalf of the consultant team. It should convey a clear understanding of the requirements and objectives, and why this team is uniquely qualified to be awarded a contract.
2. **Firm's Qualifications.** Summary of overall qualifications and experience of the Firm, especially municipal work.
3. **Proposed Consultant Team.** Identify key personnel who will be assigned to the project, their responsibilities, and qualifications.

## Calabasas RFQ - Environmental Review Services

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4. **Technical Approach.** A description of the techniques and methodologies that the consultant is prepared to employ.
5. **Fee Schedule.** This section should identify the billing rates for listed personnel, as well as other costs or expenses that would be charged in conjunction with the work.
6. **References.** The names, addresses, and telephone numbers of three (3) former clients who have contracted with the consultant for services similar to those described in this Request for Proposals. Also provide a short description of a project that was successfully completed by the team for the referenced client.
7. **Samples of Work.** Please include on a CD-ROM samples of past work, to include at least one IS-ND, one IS-MND, one Draft EIR, and one Final EIR.

### **B. Submission**

Five (5) copies of the SOQ shall be sent or delivered to:

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

Questions can be sent to Sr. Planner Glenn Michitsch ([gmichitsch@cityofcalabasas.com](mailto:gmichitsch@cityofcalabasas.com)). Responses will be posted on the City's RFQ website.

### **VI. Statement of Qualifications (SOQ) Evaluation**

A. The Due date and anticipated schedule for selection are as follows:

<b>Submissions Due:</b>	<b>Friday, May 30, 2014 at 4:00 p.m.</b>
Consultant Interviews:	Late June/early July 2014
Selection of Consultants:	July 2014
Award of Contract:	August 2014 City Council Meeting (Specific Date TBD)

B. Selection Criteria

Selection of the consultant(s) will be based upon the quality of the submittal, including comprehensiveness and responsiveness to the requirements of this RFQ. The City wants to be assured that the selected consultant has the technological capabilities to perform work

## Calabasas RFQ - Environmental Review Services

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effectively, efficiently and to high standards. The submittals will be evaluated based on the criteria outlined in the submittal requirements, and scored as follows:

1. Experience. The consultant's general experience working on CEQA documents; experience with municipal clients; experience working in Calabasas (or communities with similar demographics); familiarity with local conditions and issues. (20 points)

2. Personnel and Project Management Qualifications. The background, experience and qualifications of individual team members are a key element for consideration. The designated project manager(s) should possess experience with similar projects. (20 points)

3. Understanding of the Work. The City will be looking for a clear and concise understanding of the proposed services required. (15 points)

4. Product. The City will evaluate the description of the product the consultant intends deliver to the City and samples provided of similar work. Sufficient detail should be included for the reviewer to determine if the City's expectations will be completely addressed. This will clarify further the consultants understanding of the project and all of the components necessary to produce a legally defensible document in a timely manner. (20 points)

5. Cost. The City desires quality CEQA products that meet the planning needs of the community while also managing cost; consultant's effectiveness of creating the needed documents while managing a project budget will be carefully considered. (15 points)

6. Approach and Methodology. The methodology proposed should be consistent with the California Environmental Quality Act. SOQs will be evaluated on the approach to completing the program contained in your SOQ. (10 points)

C. Award of Contract – The selected firm shall be required to enter into a written agreement with the City of Calabasas in a form approved by the City Attorney. A standard professional services agreement is attached.

**END OF REQUEST FOR QUALIFICATIONS**



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** JULY 31, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TOM BARTLETT, CITY PLANNER *TB*  
GLENN MICHITSCH, SENIOR PLANNER *GM*

**SUBJECT:** RECOMMENDATION TO APPROVE A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ENVIRONMENTAL SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$400,000.

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the City Council award a five-year Professional Services Agreement to Dudek in the amount of \$400,000.00 (Four Hundred Thousand Dollars and no cents).

**BACKGROUND:**

Under State Law, the Community Development Department is required to study the environmental impacts of all development projects in the City and sphere of Calabasas. Additionally, the City performs various other activities related to the study, analysis, and protection of environmental resources. The Community Development Department relies on various companies to perform these services on behalf of the City and its applicants.

In 2004, the City evolved from contracting with a single environmental consulting firm for all its environmental service needs to a system of having three qualified on-call firms to provide the same service. This approach provided more expeditious

and less costly service for the City and all of its applicants. Since May 2009 (the last re-procurement), the three firms providing these services to the City are Rincon Consultants, Inc., Environmental Science Associates (ESA), and Envicom Corporation. However, in order to ensure the City is getting the most qualified, cost effective, and knowledgeable firms, the Department has re-procured environmental services every 5 years through a competitive selection process. Through this process (discussed more specifically below) staff typically recommends the top three qualified firms be awarded not-to-exceed contracts to provide environmental services to the City on a task-order basis in support of immediate City and applicant needs.

### **DISCUSSION/ANALYSIS:**

On May 1, 2014, the City issued an RFQ for environmental services. The RFQ was sent to all known firms, the American Planning Association (Los Angeles County and Ventura County chapters), and posted on the City's website, with all firms given a period of 30 days to submit qualifications. The City received qualifications from 10 firms. A committee of three senior-level staff was formed to review all proposals. Evaluation of the proposals was based on the following weighted criteria:

- 1) Experience (10 points)
- 2) Personnel and Project Management Qualifications (10 points)
- 3) Understanding of the project (10 points)
- 4) Product (10 points)
- 5) Cost (10 points)
- 6) Approach and Methodology (10 points)

In evaluating each submittal, staff assigned a score of between 1 (weak) to 10 (strong) for each category and calculated a composite score. Based on the composite scores, the committee ranked all respondents. The top five firms were invited to further compete through an interview process. Interviews were conducted on July 17, 2014, and three firms were unanimously selected as the most qualified.

The committee selected Dudek for a variety of reasons. Dudek worked as one of the City's environmental consultants between 2004 and 2009, during which time they were responsive, thorough, and produced a solid work product at a reasonable cost all while working out of their San Diego area office. In addition, Dudek, during their recent interview, demonstrated knowledge of local issues, thorough CEQA knowledge (including recent amendments to the law and guidelines and recent case law), and an ability to be even more responsive through the opening of a more local office in Pasadena. Furthermore, Dudek maintains a diverse team of highly qualified technical professionals in-house, reducing the need to manage a wide

array of sub-consultants. Based on these factors, staff recommends that Dudek be awarded a five-year contract for an amount not-to-exceed \$400,000.00. Should additional funding be required in the future, staff would return to the Council with a request to increase the contract amount.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for these consultant services is accomplished through applicant recoverable deposits (Fund 11), and therefore has no fiscal impact on the City. If the need arises to use the services of these firms for a City project not covered by a recoverable deposit, then those individual projects must be budgeted separately through the Community Development Department's Annual Budget. Other City departments utilizing this professional service may allocate funds acquired through their annual budgets, applicant fees, grants or other sources.

**REQUESTED ACTION:**

That the City Council award a five-year Professional Services Agreement to Dudek in the amount of \$400,000.00 (Four Hundred Thousand Dollars and no cents).

**ATTACHMENTS:**

- A Professional Services Agreement
- B Statement of Qualifications
- C Request for Qualifications

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / Dudek)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate).
- 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 May 30, 2014 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Additional Services – City Arborist”: The City may require that Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 “Additional Services – Cultural Arborist”: The City may require that Consultant Provide services related to cultural resource evaluation and protection.
- 3.4 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s 2014 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 “Commencement Date”: August 18, 2014
- 3.6 “Expiration Date”: August 18, 2019

**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 Four Hundred Thousand Dollars (\$400,000.00) 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. Ms. Ruta Thomas shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently,

for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

**7. OWNERSHIP OF WRITTEN PRODUCTS**

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

**8. RELATIONSHIP OF PARTIES**

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

**9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
  - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
  - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 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 guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. 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: Tom Bartlett  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7329

If to Consultant:

Dudek  
605 Third Street  
Encinitas, CA 92024  
Telephone: (760)942-5147  
Facsimile: (760)632-0164

With courtesy copy to:

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

**15. 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.

**16. TERMINATION**

- 16.1 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.
- 16.2 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.

**17. GENERAL PROVISIONS**

- 17.1 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.
- 17.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 17.3 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).
- 17.4 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.

- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 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.

**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”**  
Dudek

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

By: \_\_\_\_\_  
Frank Dudek, PE  
President

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

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

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

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

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EXHIBIT A  
SCOPE OF WORK

## EXHIBIT A

### SCOPE OF WORK

The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following on-call tasks:

- 1) Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to, Initial Studies; Draft NDs, MNDs, and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
- 2) As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments, visual impact analyses, noise studies, air quality studies, cultural/historic resources surveys, hydrological studies and other studies.)
- 3) File all notices with the Los Angeles County Clerk and/or State Clearinghouse, and any other State agency as may be appropriate.
- 4) Attend all project hearings before the Planning Commission and City Council, and other public meetings as needed.
- 5) Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
- 6) Additional services such as acting as the City Arborist, City Cultural Resources Specialist, or other resource specialist as needed.
- 7) Activities related to condition compliance and monitoring.
- 8) Processing of other government agency permits as may be necessary (e.g. California Department of Fish and Wildlife, US Fish and Wildlife, US Army Corps of Engineers, etc.)
- 9) Work under the supervision of the Planning Division during the completion of the environmental work.

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EXHIBIT B  
APPROVED FEE SCHEDULE

## Dudek 2014 Fee Schedule City of Calabasas

### ENGINEERING SERVICES

Principal Engineer III.....	\$200.00/hr
Principal Engineer II.....	\$190.00/hr
Principal Engineer I.....	\$185.00/hr
Program Manager.....	\$200.00/hr
Senior Project Manager.....	\$185.00/hr
Project Manager.....	\$175.00/hr
Senior Engineer III.....	\$170.00/hr
Senior Engineer II.....	\$165.00/hr
Senior Engineer I.....	\$155.00/hr
Project Engineer IV/Technician IV.....	\$140.00/hr
Project Engineer III/Technician III.....	\$125.00/hr
Project Engineer II/Technician II.....	\$115.00/hr
Project Engineer I/Technician I.....	\$100.00/hr
Project Coordinator.....	\$85.00/hr
Engineering Assistant.....	\$75.00/hr

### ENVIRONMENTAL SERVICES

Principal.....	\$200.00/hr
Senior Project Manager/Specialist II.....	\$190.00/hr
Senior Project Manager/Specialist I.....	\$180.00/hr
Environmental Specialist/Planner VI.....	\$165.00/hr
Environmental Specialist/Planner V.....	\$150.00/hr
Environmental Specialist/Planner IV.....	\$135.00/hr
Environmental Specialist/Planner III.....	\$120.00/hr
Environmental Specialist/Planner II.....	\$110.00/hr
Environmental Specialist/Planner I.....	\$100.00/hr
Analyst.....	\$90.00/hr
Planning Research Assistant.....	\$80.00/hr

### ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$200.00/hr
Senior Project Manager/Archaeologist I.....	\$190.00/hr
Environmental Specialist/Archaeologist VI.....	\$180.00/hr
Environmental Specialist/Archaeologist V.....	\$160.00/hr
Environmental Specialist/Archaeologist IV.....	\$145.00/hr
Environmental Specialist/Archaeologist III.....	\$130.00/hr
Environmental Specialist/Archaeologist II.....	\$115.00/hr
Environmental Specialist/Archaeologist I.....	\$100.00/hr
Archaeologist Technician I.....	\$70.00/hr
Archaeologist Technician II.....	\$50.00/hr

### COMPLIANCE SERVICES

Compliance Director.....	\$200.00/hr
Compliance Manager.....	\$140.00/hr
Compliance Project Coordinator.....	\$100.00/hr
Compliance Monitor.....	\$90.00/hr

### OFFICE SERVICES

#### Technical/Drafting/CADD Services

3D Graphic Artist.....	\$150.00/hr
Senior Designer.....	\$135.00/hr
Designer.....	\$125.00/hr
Assistant Designer.....	\$120.00/hr
GIS Specialist IV.....	\$150.00/hr
GIS Specialist III.....	\$140.00/hr
GIS Specialist II.....	\$130.00/hr
GIS Specialist I.....	\$120.00/hr
CADD Operator III.....	\$115.00/hr
CADD Operator II.....	\$110.00/hr
CADD Operator I.....	\$95.00/hr
CADD Drafter.....	\$85.00/hr
CADD Technician.....	\$75.00/hr

### SUPPORT SERVICES

Technical Editor III.....	\$140.00/hr
Technical Editor II.....	\$125.00/hr
Technical Editor I.....	\$110.00/hr
Publications Assistant III.....	\$100.00/hr
Publications Assistant II.....	\$90.00/hr
Publications Assistant I.....	\$80.00/hr
Clerical Administration II.....	\$80.00/hr
Clerical Administration I.....	\$75.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.  
**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.  
**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.  
**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.  
**Invoices/Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.  
**Annual Increases** – Unless identified otherwise, these standard rates will increase 3% annually.



# ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Since 1978

Richard L. Pool, P.E.  
Scott A. Schell, AICP, PTP

## FEE SCHEDULE

2014

Principal Engineer	\$170.00 per hour
Project Engineer	\$118.00 per hour
Civil Engineer II	\$110.00 per hour
Civil Engineer I	\$95.00 per hour
Transportation Engineer II	\$90.00 per hour
Transportation Engineer I	\$85.00 per hour
Engineering Technician II	\$70.00 per hour
Engineering Technician I	\$65.00 per hour
Principal Planner	\$155.00 per hour
Supervising Transportation Planner	\$144.00 per hour
Transportation Planner III	\$110.00 per hour
Transportation Planner II	\$90.00 per hour
Transportation Planner I	\$78.00 per hour
Traffic Technician II	\$65.00 per hour
Traffic Technician I	\$60.00 per hour
Traffic Counter	\$40.00 per hour
Administrative Accountant	\$80.00 per hour
Office Administrator	\$70.00 per hour

*Travel, Per Diem, and other miscellaneous expenses are invoiced as separate fee items.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2014

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

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

PRODUCER Michael J Hall & Company A/E Insurance Services 19660 10th Ave NE Poulsbo WA 98370	CONTACT NAME: Michael J Hall & Company License #0792445
	PHONE (A/G, No, Ext): 360-598-3700 FAX (A/G, No):
	E-MAIL ADDRESS: certificates@hallandcompany.com
	INSURER(S) AFFORDING COVERAGE NAIC #
INSURED Dudek 605 3rd Street Encinitas CA 92024	INSURER A : American Automobile Insurance Co 21849
	INSURER B : Greenwich Insurance Company 22322
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 1779425151 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Cross Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			MZG80950804	8/28/2013	8/28/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			MZG80950804	8/28/2013	8/28/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CGU32044109	8/28/2013	8/28/2014	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	WZC81014322	8/28/2013	8/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab Claims Made Contractors Pollution Liab: Occur			PEC002403106	8/28/2013	8/28/2014	\$1,000,000 Per Claim \$1,000,000 Aggregate

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

The City of Calabasas is an Additional Insured on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. A waiver of subrogation applies to the Workers Compensation / Employers Liability in favor of the Additional Insured.

### CERTIFICATE HOLDER

### CANCELLATION

City of Calabasas 100 Civic Center Way Calabasas CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
The City of Calabasas	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## FleetCover Endorsement - CA 70 18 03 10

Policy Amendment(s) Commercial Business Auto Coverage Form - Motor Carrier Coverage Form

### A. Broadened Named Insured

**Section II - Liability Coverage, A. Coverage, 1. Who Is An Insured**, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Name Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an **insured** under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

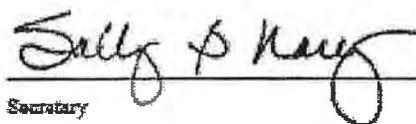
### B. Broadened Who Is an Insured

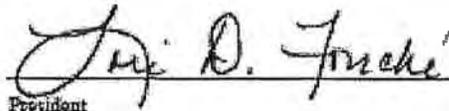
1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and d. is added as follows:
  - d. Your **employee** while using with your permission his owned **auto**, or an **auto** owned by a member of his or her house-hold, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.
2. Form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, item b.(2) is deleted, and f. is added as follows:
  - f. Your **employee** or agent while using with your permission his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

### C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**, the following is added as item e.; and form CA0020 (if attached to this policy), **Section II - Liability Coverage, 1. Who Is An Insured**; the following is added as item g.: Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

  
Secretary

  
President

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
  - (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
    - (a) You executed the **insured contract** or written agreement; or
    - (b) The permit has been issued to you.
2. Form CA0001 (if attached to this policy), **Section IV - Business Auto Conditions**, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), **Section V - Motor Carrier Conditions**, A. Loss Conditions, item 6.; the following is added:

#### **Waiver of Subrogation**

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

#### **D. Auto Medical Payments - Increased Limit**

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations

#### **E. Hired Auto Physical Damage Coverage and Loss of Use Expenses**

#### **Hired Auto Physical Damage Coverage**

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
  - a. Actual cash value of the damaged or stolen property as of the time of the **loss** as determined by us; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

If the following information is not complete, refer to the appropriate Schedule attached to the policy.

Insured: Dudek

Policy Number: WZC81014322

Producer: Michael J. Hall & Company

Effective Date: August 28, 2013

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**Schedule**

**Person or Organization**

**Job Description**

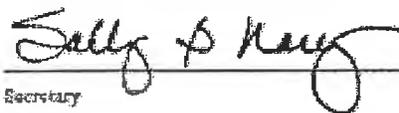
Any Person or Organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver

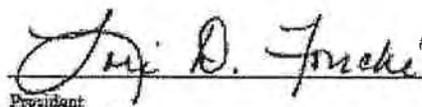
**Additional Premium %**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule. The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.

This Form must be attached to Change Endorsement when issued after the policy is written.  
One of the Fireman's Fund Insurance Companies as named in the policy

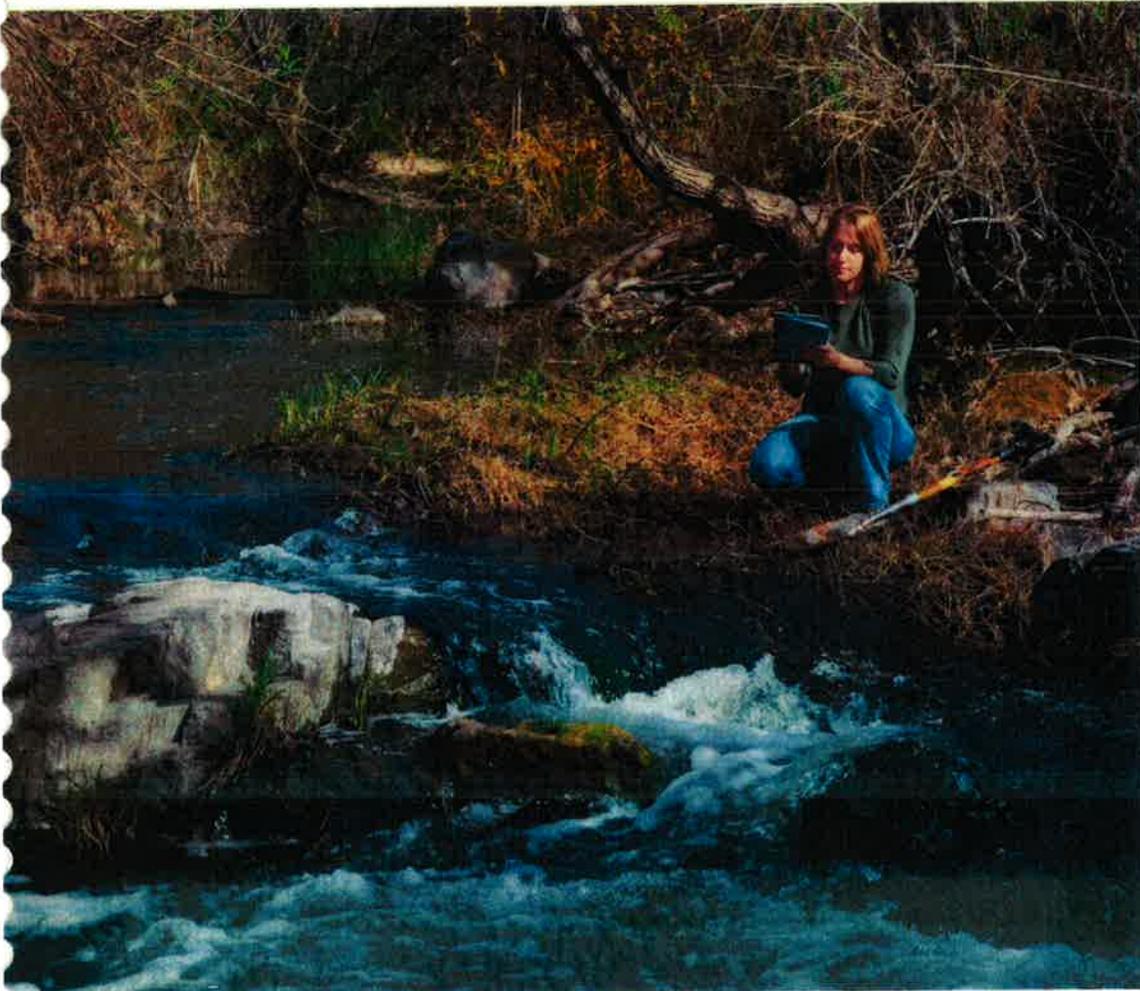
  
Secretary

  
President

# DUDEK

## ENVIRONMENTAL REVIEW SERVICES

### Statement of Qualifications



May 30, 2014

**PREPARED FOR**  
City of Calabasas  
100 Civic Center Way  
Calabasas, California 91302

**PREPARED BY**  
Dudek  
38 North Marengo Avenue  
Pasadena, California 91101  
626.204.9800  
[www.dudek.com](http://www.dudek.com)



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# I COVER LETTER

May 30, 2014

Mari Hernandez, City Clerk  
City of Calabasas  
100 Civic Center Way  
Calabasas, California 91302

**Subject: Expert Environmental Review Services for the City of Calabasas**

Dear Ms. Hernandez:

Dudek has provided environmental and regulatory compliance services to public agencies throughout Los Angeles County, including for the City of Calabasas (City). We are familiar with local procedures, as well as the viewpoints held by stakeholders who will likely be involved throughout the design, planning, construction, and implementation of projects. We can draw upon this experience to swiftly prepare technically comprehensive and legally defensible California Environmental Quality Act (CEQA) documents and streamline your regulatory processes.

**Understanding the City's Needs.** As an on-call environmental review services consultant to the City of Calabasas, we would prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to, Initial Studies, Draft/Final Negative Declarations, Mitigated Negative Declarations, Environmental Impact Reports, and Notices of Preparation, Intent, and Determination. Our team would prepare all notices and file documents and associated fees with the Los Angeles County Clerk and/or State Clearinghouse.

**Comprehensive Environmental Review Services.** This proposal highlights our ability to prepare environmental documents, our expertise preparing accompanying technical studies (i.e., geotechnical reports, traffic impact reports, oak tree reports, biological assessments, and other studies), and our experience peer reviewing technical reports. Our project managers are well versed at attending hearings before the Planning Commission and City Council, as well as facilitating (sometimes-contentious) public outreach activities. We will integrate into and work under the supervision of the Planning Division for this contract. Our goal is to partner with the City, carefully listen to your objectives, and provide environmental services that meet and exceed the City's expectations.

**Committed, Local Project Management.** Ruta K. Thomas, REPA, our proposed project manager, will make this contract a top priority. Ms. Thomas has prepared CEQA documentation, ranging from simple negative declarations to complex and controversial environmental impact reports, for various cities, agencies, and school districts throughout Los Angeles County, including nearby Agoura Hills, Malibu, Simi Valley, and Santa Monica. Ms. Thomas will use this experience to ensure that environmental documentation meets the City's standards. Ms. Thomas knows that the City values absolute responsiveness and is committed to open and timely communication. She responds to all communication on the day it is received. She is enthusiastic about her work with the City and is fully dedicated to its successful environmental projects.

**Nimble Leaders, Diverse Technical Specialties.** Ms. Thomas is supported by a deep bench of senior project managers, each with substantial experience in CEQA compliance, available to manage projects as needed by the City. This depth of senior staff provides Dudek with the flexibility to support multiple City projects with experienced personnel. Because of our flat firm structure, our project managers can be pragmatic and decisive. Our managers are supported by technical staff members who are recognized as experts in their field, including over 40 biologists and one of the largest urban forestry teams in the state. Our pool of analysts is available to conduct directive research and other tasks supervised by senior staff, providing a cost-effective approach while maintaining high-quality products.

**Focus on Oak Management.** Notably, our team includes arborists and urban foresters with extensive native oak tree experience. Our oak specialists have provided oak woodland management and planning services throughout most of California with a strong presence in Southern California jurisdictions. We have prepared many oak arborist reports and have reviewed reports prepared by other firms. We know what important measures work for protecting oak trees and scrub oak, what mitigation measures are implementable, and what measures may not be in the best interest of the City.

We are excited about the opportunity to provide services to the City. Should you have any questions or require additional information during the evaluation process, please contact Ruta K. Thomas at 626.204.9822 or [rthomas@dudek.com](mailto:rthomas@dudek.com).

Sincerely,

  
Ruta K. Thomas, REPA  
Principal

  
Frank Dudek, PE\*  
President

\* Frank Dudek is authorized to negotiate and execute contracts on behalf of the consultant team.

## 2 FIRM'S QUALIFICATIONS

### 2.1 Focused on California's Municipalities

Founded in 1980 as a two-person wastewater engineering firm, Dudek has grown to become one of the largest California-headquartered environmental firms with more than 300 employees throughout the state. We remain employee-owned with 32 consecutive years of profitability. Dudek provides environmental and engineering services for municipal clients' community development, water/wastewater, natural resources, energy, transportation, and education projects.

With our history of delivering environmental review and natural resource management and permitting services to public agencies in the Los Angeles region, Dudek is familiar both with environmental resources present and with agency policies pertaining to resource management and development impact assessment and mitigation. The Dudek team has an excellent working relationship with the County of Los Angeles and several cities and special districts in the area, having been hired by these entities to assist with complex environmental impact and regulatory resource challenges.

### 2.2 Depth and Variety of Staff

Dudek is a medium-sized firm. We are small enough for project managers to make nimble decisions, quickly draw from our pool of technical resources, and stay engaged with you from project start to finish. We are large enough that our diverse staff can tackle a spectrum of environmental and engineering challenges. Our team includes:

- AICP-certified CEQA/NEPA environmental planners
- CDFW- and USFWS-certified biologists
- Certified arborists and foresters/oak specialists
- Compliance monitoring and reporting specialists
- Registered professional archaeologists
- Licensed landscape architects
- Registered environmental property assessors
- Professional foresters
- Air quality, noise and climate Change specialists
- ASFM-Certified Floodplain Managers
- LEED professionals
- Certified GIS professionals
- Certified hydrogeologists
- Licensed geologists
- Licensed professional engineers
- Licensed contractors (Class A, C-27)

#### DUDEK SERVICES

- CEQA/NEPA Compliance
- Agency Permitting
- Biological Surveys and Monitoring
- Urban Forestry
- Compliance Monitoring and Reporting
- Coastal Planning/Permitting
- Civil Engineering
- Climate Change Analysis and Planning
- Construction Management
- GIS Mapping
- Habitat Restoration and Management
- Hazardous Materials Testing
- Hydrology
- Wildfire Protection Planning
- Water Conservation Planning
- Water Infrastructure Planning and Design



## 2.3 On-Call Contract Management Expertise

With over 70 successful on-call municipal contracts to date (see Figure 1), Dudek has built a reputation for providing supplementary environmental, planning, regulatory, engineering, construction management, operations, and funding expertise, offering municipalities a cost-effective way to accomplish short- and long-term goals. We expand your ability to tackle more projects with our skilled staff and expedite complex project processing by leveraging our long-standing relationships with regulatory agencies.

**FIGURE 1. DUDEK ON-CALL CONTRACTS**



We specialize in planning and executing:

- Municipal projects utilizing 33 years of California planning and permitting knowledge
- Legally defensible California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) documentation
- Peer review of technical reports prepared by other consultants, including, but not limited to, oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
- Natural resources permitting using streamlined approval techniques
- Monitoring programs that keep project momentum and meet schedules.

The Dudek team assembled for the City of Calabasas' (City's) on-call list has:

- A blend of local planning, natural resource, and infrastructure experience
- Existing knowledge of your team and processes
- Experience applying technical expertise within an on-call contract structure.

This Dudek team will:

- Provide an integrated environmental compliance program the City can plug in to any project;
- Work seamlessly with the resident engineer and/or engineering consultants;
- Maximize the budget through exclusive technology tools;
- Avoid construction delays through timely agency notifications and anticipation of project needs.

## 2.4 Environmental Documentation, Technical Studies, and Permitting

The following is a brief outline of the Dudek team's capabilities relative to the scope of services envisioned under this contract. The service overviews illustrate our understanding and experience working on similar engagements, as envisioned by this as-needed contract.

### CEQA/NEPA DOCUMENTATION

Dudek has prepared over 1,600 environmental documents in compliance with CEQA and NEPA for large and small projects throughout California, in addition to managing the environmental review process for many local agencies on a contractual basis. Documents have included environmental impact reports (EIRs), mitigated negative declarations (MNDs), negative declarations (NDs), Categorical or Statutory Exemptions (per CEQA), environmental impact statements (EIS), environmental assessments (EAs), Categorical Exclusions, and Findings of No Significant Impact (FONSI) (per NEPA). Our team of scientists, planners, economists, and engineers has reviewed hundreds of technical reports in order to ensure the analyses in CEQA documents are technically accurate and legally defensible. Our clients have ranged from public agencies and private developers to attorneys and think tanks. Dudek prepares complete and legally defensible environmental review documents that are supported by substantial evidence, and we have never had a CEQA document successfully challenged in court.

Dudek is familiar with tiering from existing program-level environmental documents. Dudek has participated in all aspects of the environmental review process, including managing all stages of the process, starting with preparation/release and management of the Notice of Preparation scoping process, preparation of all drafts of the environmental document, cataloging and management of the response-to-comments process, handling/facilitating all aspects of the public participation elements, preparing and processing all components of the final CEQA or NEPA document, presenting and testifying at Planning Commission and City Council public hearings, and filing all applicable notices with the appropriate authorities.

### REGULATORY PERMITTING

Dudek's accumulated experience in preparing and processing regulatory permits through resource agencies has enabled us to identify successful strategies for meeting agency requirements. Staff have successfully processed permits with the U.S. Fish and Wildlife Service (USFWS) (Section 7, 4(d), and 10a Consultations); U.S. Army Corps of Engineers (ACOE) (404 Individual and Nationwide); California Department of Fish and Wildlife (CDFW) (1601, 1602, 1603, and 2081); and Regional Water Quality Control Board (RWQCB) (401). Dudek team members have existing working relationships and maintain excellent reputations with local regulatory agency personnel who routinely recommend Dudek biologists/permitting experts to other agencies and landowners.

### BIOLOGICAL SERVICES

Dudek's professional staff of biologists regularly work and consult with the USFWS, ACOE, CDFW, and RWQCB to obtain project-specific permits that keep projects on schedule and in compliance. Our staff includes experts in botany, mammalogy, herpetology, entomology, ornithology, habitat assessment and mapping, spatial analysis, and habitat and wetlands restoration. Dudek's staff includes over a dozen knowledgeable professionals with extensive experience and qualifications in conducting and documenting wetland delineations acceptable to ACOE, CDFW, and RWQCB.

Our staff is well equipped to survey and conduct investigations in rough terrain, including the surrounding mountainous region. Our biological team has surveyed wildlife and tracked wildlife movement throughout the Santa Monica Mountains. We have state and federal permits for surveying, banding, and trapping threatened or endangered species, including Mohave ground squirrel (*Spermophilus (Xerospermophilus) mohavensis*), burrowing owl (*Athene cunicularia*), San Joaquin kit fox (*Vulpis macrotis mutica*), spotted owl (*Strix occidentalis*), Swainson's hawk (*Buteo swainsoni*), various western fairy shrimp, California gnatcatcher (*Polioptila californica*), arroyo toad (*Anaxyrus californicus*), least Bell's vireo (*Vireo bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*), California red-legged frog (*Rana draytonii*), Stephens' kangaroo rat (*Dipodomys stephensi*), Pacific pocket mouse (*Perognathus longimembris pacificus*), Quino checkerspot butterfly (*Euphydryas editha quino*), desert tortoise (*Gopherus agassizii*), listed plant species, and many other species. Our biologists also have extensive experience with a broad range of listed and unlisted special-status plant and wildlife species in California.

Dudek has developed innovative USFWS-approved methods to conduct biological fieldwork, including sampling methods to track wildlife populations. Dudek invests in the field equipment needed to conduct species studies, including high-quality digital game cameras, Global Positioning System (GPS) equipment, radio-tracking equipment, and detection equipment and software. Dudek has also developed "App"-type data sheet formats to be used with iPhones and iPads (see Kerata™ approach discussion in Volume II).

### URBAN FORESTRY

Our urban forestry team is one of the most diverse and experienced in the state. We have experience assisting municipalities with on-call arboricultural consulting and technical services to augment staff expertise or complete specific projects requiring additional staff support. Our urban forestry and arboriculture professionals' varied backgrounds and expertise provide a well-rounded perspective and proven techniques for urban forest assessment, mapping, and management. Additionally, we have three foresters who have specialized in native oak tree planning and management. We analyze project impacts to native oak trees, stands, and woodlands, determine which trees can be preserved and which will require removal, and then develop ecologically sensitive oak mitigation plans. Our experience creating and/or reviewing oak- and scrub oak-related arborists' reports is unparalleled.

As technology evolves, our urban foresters devote significant time to remaining proficient in the use of technologies that help us stay at the front of the pack. Our team members include two Registered Consulting Arborists, five Certified Arborists, one Certified Forester, one Licensed Registered Professional Forester, and one Licensed Landscape Architect. We have a long record of performing at a high level on arboricultural and urban forestry projects throughout California.

### COMPLIANCE MONITORING AND REPORTING

Our environmental compliance management team often serves as extension of municipal staff with contractors on development projects. We understand the contractor's daily challenges. Using our experience, we help construct projects on time and in compliance with environmental requirements. Our managers devote significant time to helping team members understand the roles, responsibilities, and communication protocols for compliance monitoring. Dudek's goal is to make sure construction activities are completed in accordance with required mitigation measures, stipulated terms and conditions, and approved project construction schedules. Dudek will achieve this goal through hands-on collaboration among the City and resource agencies. Dudek's leadership team works to keep project momentum to avoid delays while construction activities are completed in compliance with the mitigation measures and permit requirements.

## AIR QUALITY/GREENHOUSE GASES

Dudek environmental planners and engineers have prepared air quality impact analyses for construction and operation of facilities and public infrastructure projects throughout California. Dudek is familiar with the California Emission Estimator Model (CalEEMod) model and tailors significance conclusions to meet the needs of the lead agency. In tune with regulatory changes, Dudek develops and refines appropriate approaches to global climate change analysis. The South Coast Air Quality Management District (SCAQMD) has not established greenhouse gas (GHG) significance thresholds for development projects likely to occur in the City. We will collaborate with City staff to determine the appropriate threshold for evaluating the project's GHG emissions.

## CULTURAL RESOURCES

Dudek cultural resources staff has more than 20 years' experience directing and executing all phases of cultural resources investigations, including surveys, significance determinations, and data recovery mitigation programs. Our professionals have the expertise and capability to fulfill on-call services of any scope and size in any jurisdiction. Their capabilities include constraints/feasibility analyses, literature overviews and archival research, predictive modeling, field inventories, archaeological sampling, significance and eligibility evaluations and data recovery, monitoring and compliance oversight, mitigation implementation, historical studies, landscape studies, Native American consultation and ethnography, preservation planning, custom GIS-based data management applications, and CEQA/National Historic Preservation Act (NHPA) documentation.

Dudek has implemented unique resource recordation and condition assessment tools on multiple platforms (e.g., Trimble GPS receivers, iPads/iPhones, cloud data management). These tools reduce field and lab efforts (i.e., cost) by as much as 30% and increase the accuracy and reliability of resource documentation. They can be designed to bolt on to any standardized GIS system to meet specific requirements. These tools also allow Dudek to provide real-time data to project managers and engineers.

Dudek archaeologists hold all necessary permits to conduct cultural resources investigations on federal and State lands. They are listed professional consultants on local registers and with the Register of Professional Archaeologists (RPA). Additionally, our cultural resources specialists are recognized leaders in professional and community outreach, presenting study results in academic and public venues.

## HYDROGEOLOGY AND WATER QUALITY COMPLIANCE

The Dudek team performs hydrologic, hydraulic, and water quality analysis in support of a broad range of permitting efforts, including Clean Water Act 401/402/404 permits and CDFW 1600 permits, as well as EIRs and CEQA/NEPA-related documents.

Dudek is familiar with regulatory-driven water quality standards and how they affect the construction and operation of industrial facilities and linear projects. Dudek engineers, hydrologists, hydrogeologists, landscape architects, and planners provide proven and complete stormwater, surface water, and groundwater water quality resource services in house. This allows the Dudek team to coordinate planning, design, and project implementation in a timely and cost-effective manner.

Dudek hydrogeologists can assist with project design feature development; water quality impact assessment; and conformance with state, regional, and local regulations. Dudek is familiar with local water quality parameters and understands the relevance of applicable regional, state, and federal regulations.

## LAND USE AND PLANNING SERVICES

Dudek's land use planning extends beyond the CEQA/NEPA process. We direct the development of plans and policies/policy documents in an effort to be as consistent with contemporary environmental avoidance/minimization/conservation standards as possible. Dudek can assist the City with land planning and policy planning and conduct all types of focused technical studies.

## NOISE MEASUREMENT AND MODELING

Dudek guides land developers, engineers, architects, and public agencies through noise-control regulation compliance to cost-effectively plan technically sound acoustic designs into their projects. Dudek acousticians can conduct noise assessment studies and design effective mitigation or control strategies, can assist with criteria selection and design solutions for noisy construction equipment during project planning, and can assist with all types of architectural acoustics.

## STORMWATER

Our team specializes in preparing stormwater site designs and plans that utilize proven lasting, low-maintenance, low-impact development solutions. Our surface-water and groundwater services include hydraulics; well logging and design; water quality; permit processing; numerical modeling; and analysis, standards development, and research. We can assist with all aspects of project design feature development, water-quality impact assessment, and conformance with regulations.

In addition to our drainage and water quality assessment services, Dudek has prepared numerous Stormwater Pollution Prevention Plans (SWPPPs) for compliance with the requirements of the State Water Resources Control Board general permit of discharges of stormwater associated with construction activities. Recent changes in the general permit require a Qualified SWPPP Developer (QSD) to prepare the documentation associated with the permit. Dudek employs numerous professionals who are qualified QSDs.

## SITE ASSESSMENT AND REMEDIATION

Dudek has assisted numerous clients by preparing Phase I and II Environmental Site Assessment (ESA) reports to evaluate potential environmental/hazardous waste liabilities associated with industrial and agricultural properties. Dudek has also prepared reports outlining the presence of underground storage tanks and other hazardous material storage units. As a cost-saving measure, Dudek has performed soil sampling during the Phase I assessment at sites with known, recognized environmental conditions.

Dudek is at the forefront in the application of the latest developments in treatment technology. Through actual project experience, Dudek has demonstrated process expertise in water and soil treatment, UV oxidation, biological treatment, air stripping, carbon absorption, soil vapor extraction, chemical stabilization, *in situ* chemical oxidation, and membrane separation technology. Dudek is also expert at methane mitigation.

## GIS

Dudek constantly updates its computer hardware and software capabilities to stay at the forefront of computer applications for the engineering and environmental fields. Dudek has 22 dedicated computer-aided drafting (CAD) and GIS workstations to produce required graphic support materials, including visual simulations. Dudek utilizes GPS instrumentation for accurate field mapping correlated to engineering plans. Dudek is an ESRI partner and uses ArcInfo, ArcView, ArcIMS, AutoCAD, and Microsoft Illustrator to create/build, exchange, query, analyze, and display GIS data.

Additionally, Dudek offers Kerata, an exclusive, trademarked tool that integrates mobile field data collection with direct, real-time links to GIS databases and reporting. Kerata GIS is a web and mobile GIS solution that allows users to collect, view, and interact with spatial data from field devices. Field-collected data is written directly into enterprise GIS databases and published to web and mobile GIS and dashboard apps in real-time. Kerata GIS was named “Best Software Integration” product at the ESRI annual user conference.

## 2.5 Environmental Mitigation Monitoring and Enforcement

Dudek provides mitigation support that spans the life of a project—from early constraints and opportunities planning and restoration design and implementation to conservation easements, habitat preserve establishment, and long-term management. Our team crafts Mitigation Monitoring and Reporting Programs (MMRPs) to ensure compliance with all adopted mitigation measures during project implementation. The MMRP specifies project-specific mitigation measures and standard conditions of approval that are applicable to the project. Mitigation timing and responsible parties will be identified. The objective of the MMRP is to ensure compliance with Public Resources Code Section 21081.6, as mandated by Assembly Bill 3180 (Cortese 1988), which requires that a lead agency adopt an MMRP at the time of EIR certification. Dudek offers:

### KEY ADVANTAGES

- Our in-house design and construction experts develop effective mitigation solutions
- Dudek’s Kerata software offers powerful real-time field data management capabilities with significant cost savings
- Database management experts
- Compliance experts for water and power projects

- Mitigation Research, Valuation, Cost, and Feasibility Analyses
- Mitigation Negotiation with resource and wildlife agencies
- Mitigation Banking and In-Lieu Fee Program Support
- Mitigation Site Assessment and Selection
- Conceptual Habitat Mitigation and Monitoring Plans, and construction bid packages for Habitat Creation, Restoration/Revegetation, and Enhancement projects
- Native Landscape, Irrigation, and Erosion Control Design
- Resource Management Plans and Habitat Conservation Plans
- Mitigation Implementation, Monitoring, and Reporting

## MITIGATION DEVELOPMENT, IMPLEMENTATION, MONITORING, AND REPORTING

During mitigation and restoration construction, Dudek’s team can provide management and oversight of restoration efforts, including mitigation installation (e.g., planting, hydroseeding, soil remediation) and conduct monitoring surveys and maintenance activities to fulfill performance criteria specified in permit conditions. Our team has performed mitigation monitoring survey and reporting tasks for a variety of mitigation programs, including those directed at sensitive plant and wildlife species, upland habitats, wetland and riparian habitats, and wildlife corridors and linkage areas.

Compliance monitoring and management for large infrastructure projects start with conformed construction drawings that incorporate environmental mitigation measures directly into plan sets and book specifications. Our experience has shown this approach to be the best method to enhance contractor compliance, over less effective methods, such as incorporation by reference.

Dudek offers environmental plan and specification review to assist with conforming construction drawings with permit conditions. Our landscape architects accurately interpret the intent of the permit condition, understand how the condition applies to the construction process, and insert the information in the correct location using language understood by contractors. These reviews create bid/contract documents that promote environmental compliance, reduce owner risk, and empower construction managers to enforce contract provisions.

During implementation, we provide direct, informed observation of contractor practices and activities for a variety of activities, including work area monitoring for site clearing, grading, and ongoing construction. During mitigation site preparation, erosion control installation, irrigation installation, planting, hydroseeding, maintenance, and long-term performance monitoring, we apply our habitat restoration expertise.

While implementing long-term (5-year) mitigation monitoring programs, we have performed a variety of vegetation sampling and survey methods, including transect, point-intercept, releve, and plot methodologies. Adaptive management is a key component of these efforts to guide projects to a successful conclusion. Our professional judgment is essential to identify necessary changes to a maintenance regime and situations where remedial actions, including course changes, are needed to achieve performance criteria by the end of the regulatory monitoring period.

We perform restoration monitoring to meet a variety of schedules, as determined by the project's mitigation requirements, including bi-weekly, monthly, quarterly, and annual monitoring. To document the restoration monitoring effort, we have prepared as-built reports, monitoring reports for agency submission, and final mitigation completion reports.

Our team has experience in GIS database design, GPS data collection, data analysis, and cartography, and has regularly prepared and submitted monitoring data as ESRI ArcGIS Shapefiles and Geodatabases. We use Kerata to upload field data directly to office dashboards. This real-time information management provides great value in rapidly evolving construction sites.

### **DEVELOPMENT AND IMPLEMENTATION OF LANDSCAPE, IRRIGATION, AND EROSION CONTROL DESIGN**

Dudek's QSDs, licensed landscape architects and civil engineers, and CAD and GIS technicians prepare design drawings and plan specifications for restoration plans, irrigation plans, and erosion control plans. We understand the different project goals that apply to, and separate, erosion control for general construction permit and post-construction Notices of Termination from habitat restoration projects. Our plans anticipate contractor activities, minimizing field changes and the potential for contractor claims. We design erosion control programs that are consistent with current stormwater regulations and that are compatible with adjacent land uses. Dudek staff include trained Qualified SWPPP Practitioners (QSPs) who can assist with erosion control implementation during construction.

### **DEVELOPMENT, IMPLEMENTATION, AND MONITORING OF OTHER MITIGATION MEASURES**

#### **Noise**

Dudek's acoustical specialists have conducted construction mitigation and mitigation monitoring programs for City projects, such as the West Los Angeles Veterans Home of California project, as well as monitoring of construction noise during drilling of water wells and installation of pump stations.

## Biological Resources

As appropriate for projects, we will employ the following focused mitigation monitoring services:

- Reconnaissance-level and monitoring surveys of vegetation communities, including surveys for the protected plant species known to occur within the City
- Surveys (conducted by USFWS-qualified biologists with 10a permits) for sensitive birds, including those protected by the federal Migratory Bird Treaty Act and special-status species
- Long-term species monitoring for sensitive reptile and amphibian species
- Sherman and Tomahawk traps, tracking stations, scent stations, camera stations, road kill assessments, scat and sign detection, and radio telemetry for large and small mammals
- Call stations, roost and foraging surveys, and Anabat and Sonabat applications for bat
- Mist netting, point counts, call stations, nocturnal surveys, nesting surveys, and binocular and spotting scope detection for birds
- Pit fall arrays, traps, call stations, and pedestrian surveys for herpetofauna
- Larval sampling, visual surveys, and mist netting for terrestrial and aquatic insects
- Creel surveys, screens, blocks, rotary screw traps, and electro-shocking for fishes
- Native oak- and scrub oak-related condition assessments, impact analysis, arborist report preparation, and mitigation program assessment and/or review

## Archaeology

Archaeological monitoring of the ground-disturbing phases of construction in areas of known or likely sensitivity can avoid or mitigate impacts to cultural resources. The Dudek team provides qualified field archaeologists who are present during construction in order to identify any resources that are encountered, perform initial evaluations, and promptly initiate any required consultations between the project proponent, the responsible agency, and other potential interested parties, such as the State Historic Preservation Officer or concerned Native Americans.

## Water Quality

Dudek's team includes in-house hydrogeologists and water quality specialists capable of conducting water-planning services to assist the Los Angeles Department of Water Resources (LADWP) in mitigation planning and implementing creek and wetland restoration projects. These services and experience include:

- Stream loss–canal seepage studies
- Hydraulic modeling
- Sediment transport studies
- Watershed studies
- Water quality studies
- Floodplain mapping
- Benthic macroinvertebrate (BMI) monitoring
- California Rapid Assessment Methodology (CRAM) surveys
- Water quality sampling and monitoring
- Stream and lake monitoring plans
- Groundwater monitoring plans and implementation
- Total maximum daily load assessments
- Discharge permits
- Sedimentation controls
- Groundwater flow analysis
- Statistical data analyses.

## 2.6 Public Outreach

Dudek project managers have experience facilitating public outreach as part of the environmental review process. With demonstrated expertise in writing and negotiation, the Dudek team is equally able to communicate with agencies and technical colleagues toward the successful attainment of our client's goals. Our project managers relay scientific and regulatory information in a way that is easy to understand and have the unique ability to gain the trust of a wide range of constituents.

### OUTREACH PROGRAMS

We facilitate community workshops and outreach events in a way that leaves participants feeling that their concerns have been addressed and that they are an integral part of the solution. Dudek employs the following public outreach activities to identify key issues and concerns and organize and facilitate effective community workshops and meetings:

- Conduct stakeholder analyses
- Develop and implement outreach plans
- Maintain communication with the community and elected officials through ongoing briefings, notices, and flyers
- Provide public information and education
- Ensure the earliest possible public involvement (so public viewpoints can be incorporated into the decision-making process)
- Define the nature, scope, and expected and actual output of public participation activities
- Prepare project milestone illustration and full documentation aimed at the public and project stakeholders
- Develop knowledgeable and credible project champions—individuals able to support the project to help it proceed on schedule to fruition.

Working closely with City staff, Dudek team members can develop public presentations and the project website. We know how to work directly with schools, neighborhood councils, community organizations, chambers of commerce, and elected officials' staff to keep them informed about project progress. We have conducted numerous field missions to residents and businesses adjacent to a project area to collect intelligence. In addition, our team has facilitated and staffed community meetings and workshops, creating a substantial vehicle for issues to be discussed and resolved in a calm, focused, and sensitive manner.

### SPECIALIZED OUTREACH

Encouraging people to participate meaningfully, the Dudek team has employed effective engagement tools as part of its public outreach strategy, including one-on-one briefings with community and business stakeholders, as well as phone and email communications to elected officials, community organizations, civic groups, and key individuals. These communications inform recipients of project and public comment opportunities and provide project updates. In addition, our team can provide the following vital functions:

- Conduct focus groups and small-group discussions with key stakeholders to refine project issues, concerns, and opportunities
- Coordinate, staff, and facilitate (in close coordination with City staff and the technical team) highly interactive and well-attended public meetings/charrettes, providing invaluable dialogue and feedback

- Brief elected officials and community organizations to obtain feedback for preliminary concepts
- Write trend reports of commonly shared attitudes, perspectives, and frequently asked questions
- Engage neighborhood councils, community-based organizations, chambers of commerce, churches, and schools (project-adjacent, targeted communities)
- Conduct interviews of key stakeholder groups, including municipal department heads and elected officials
- Identify opportunities to develop a master plan with broad community and employee support
- Work with the project team to design and facilitate engaging, highly interactive, and iterative community workshops.

Finally, if needed, our team can also provide long-term ongoing project information by staffing informational displays and booths at community festivals or even go door to door with trusted community-based organizations, and hold family-oriented design open houses and workshops.

## EFFICIENCY THROUGH TECHNOLOGY

As the agency input portion of a project gets underway, it is necessary to address multiple stakeholder viewpoints, issues, and data. Dudek has developed a tested, successful webinar method to engage agencies and the public for meaningful, efficient input.

What is a webinar? A webinar is an online, interactive presentation that will educate residents, business owners, and stakeholders about the City's process, purpose, and intended goals for a given project. During the presentation, attendees have the opportunity to ask questions, and presenters can answer in real time and/or poll the audience. This creates an open and dynamic forum for discussion.

How do webinars save time for communication?

- **Convenience.** Webinars are a convenient approach to reaching a key audience that is geographically dispersed. Attendees access the presentation over the Internet from their offices or homes, rather than taking time to travel and attend the presentation.
- **Efficiency.** The webinars will educate the stakeholders and decision makers about the importance of water efficiency and the necessity for gathering data efficiently; it will also outline the steps being implemented. Webinars are a cost-effective mechanism to provide information about these programs and accelerate implementation.

How does a webinar capture all information for all interested parties?

- **Timeliness.** Webinar content can be updated in real time to reflect current events.
- **Accessibility.** After the live webinar, content can be leveraged by placing a recording of the event on the City's website or project website for wide accessibility. Further, draft documents/deliverables can be readily adapted and made available online.

### KEY ADVANTAGES

Dudek recently produced a webinar for the Irvine Ranch Water District: "Implementing the New Orange County Water Efficient Landscape Ordinance." After the webinar, Dudek conducted an attendee survey that revealed:

- 96% of respondents said that webinars, in general, were a "very effective" or "effective" method to communicate.
- 83% of respondents rated the webinar as "very effective" or "effective."
- 83% of respondents said they would recommend this particular webinar to others.

### 3 PROPOSED CONSULTANT TEAM

The City needs a blend of highly experienced team leaders, vast technical experience, and a deep stable of available horsepower to tackle an environmental project that may arise under this contract. Dudek has assembled a multidisciplinary, multiform team, which reflects our ability to:

- Meet any City environmental compliance or regulatory permitting need;
- Provide a continuous staff that is committed to this contract from start to finish;
- Provide the highest-quality specialists who are familiar with City processes and programs;
- Balance the need for specialty technical services with cost effectiveness;
- Implement strong writing and oral communication skills into every project; and
- Testify at public hearings in regards to environmental conditions and/or impacts associated with proposed development projects.

Figure 2 depicts the lines of communication and project roles for each key team member.

Table 1 highlights the benefits each Dudek key team member brings to this City contract.

**FIGURE 2. TEAM ORGANIZATIONAL CHART**

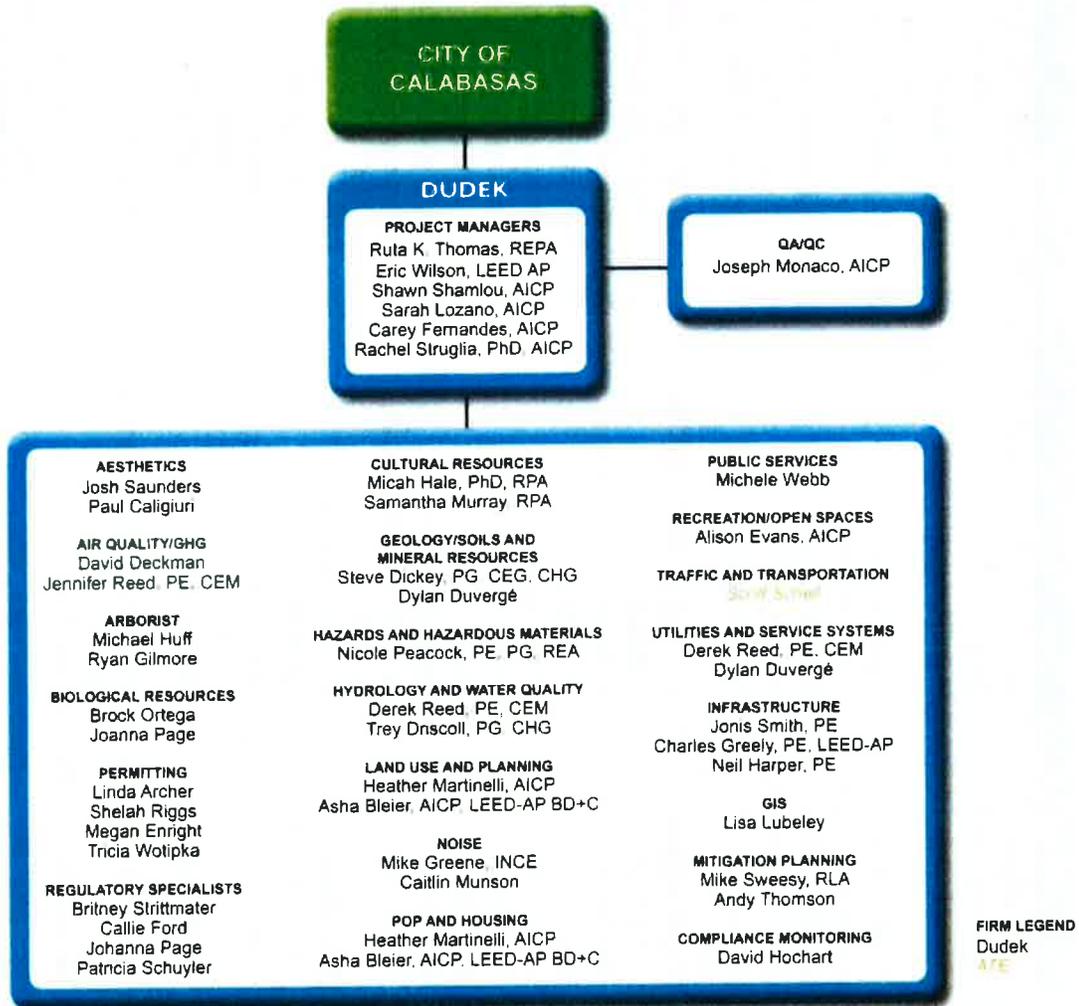


TABLE I. DUDEK KEY TEAM MEMBERS VALUE

Name	Role	Yrs. of Exp.	City of Calabasas Team Value
<b>Leadership Team</b>			
Joe Monaco, AICP	QA/QC	23	Southern California complex project management and agency negotiation experience
Ruta K. Thomas, REPA	Project Manager	18	Los Angeles area CEQA/NEPA project manager with experience in nearby Simi Valley, Agoura Hills, and Malibu
Shawn Shamlou, AICP	Project Manager	18	Southern California CEQA/NEPA project management with experience in Calabasas
Sarah Lozano, AICP	Project Manager	16	Southern California CEQA/NEPA project management with experience in Calabasas
Eric Wilson, LEED AP	Project Manager	17	Los Angeles area CEQA/NEPA project management
Carey Fernandes, AICP	Project Manager	15	Southern California CEQA/NEPA project management
Rachel Struglia, PhD, AICP	Project Manager	15	Southern California CEQA/NEPA project management
<b>Technical Team</b>			
Josh Saunders	Aesthetics	9	Experienced at preparing visual, light/glare and shade/shadow impact analyses
Paul Caliguiri	Aesthetics - Visual Simulations	25	Statewide infrastructure design and visual simulation experience
David Deckman	Air Quality/GHG	38	Unmatched statewide air quality and GHG assessment experience
Jennifer Reed	Air Quality/GHG	7	Extensive air quality and GHG modeling experience
Michael Huff	Urban Forestry	21	Unmatched statewide urban forestry and fire management expertise
Ryan Gilmore	Arborist	16	Certified arborist with extensive tree inventory and plant survey experience
Brock Ortega	Biological Resources	23	Statewide biological project management and survey technique development
Johanna Page	Biological Resources/Regulatory Specialist	1	Statewide biological resources field surveys experience in varying terrains, including rugged terrain
David Hochart	Compliance Monitoring	6	Statewide biological and archaeological compliance monitoring specialist
Micah Hale, PhD, RPA	Cultural Resources	18	Unmatched statewide cultural and archaeological service experience
Samantha Murray	Cultural Resources	8	Statewide archaeological, paleontological, osteology, and historic resources assessment experience
Stephen Dickey, PG, CEG, CHG	Geology/Hydrogeology	39	Unmatched statewide and Los Angeles-specific hydrogeology experience
Dylan Duvergé	Geology/Soils and Utilities/Service Systems	8	Specialist in hydrology, water quality, and geology analysis for CEQA/NEPA documents
Nicole Peacock, PE, PG	Hazards/Hazardous Materials	14	Local and regional hazardous materials knowledge
Derek Reed, PE	Hydrology/Water Quality and Utilities/Service Systems	23	Los Angeles area environmental engineering experience preparing CEQA/NEPA solutions for water/wastewater projects
Trey Driscoll, PG, CHG	Hydrology/Water Quality	13	Extensive local groundwater modeling and analyses experience

TABLE I. DUDEK KEY TEAM MEMBERS VALUE

Name	Role	Yrs. of Exp.	City of Calabasas Team Value
Jonis Smith	Infrastructure	17	Southern California water infrastructure design, stormwater management, flood control engineering, water quality permitting, design, construction management
Charles Greely	Infrastructure	12	Southern California land development and structural design and project management experience
Neil Harper	Infrastructure	13	Southern California water, wastewater, reuse engineering, planning, design, and construction support
Heather Martinelli	Land Use/Socioeconomics	5	Urban planning and environmental specialist
Asha Bleier	Land Use/Socioeconomics	8	Urban planning and environmental specialist
Mike Greene, INCE	Noise	23	Statewide acoustical assessment experience
Caitlin Munson	Noise	1	Acoustical modeling and assessment experience
Michele Webb	Public Services	1	Southern California CEQA/NEPA research and writing experience
Alison Evans, AICP	Recreation/Open Space	14	Coastal permitting, open space, recreation and land use experience throughout Southern California
Darcey Rosenblatt	Public Outreach	22	Statewide public outreach experience
Lisa Lubeley	GIS	20	Statewide geospatial technologies and computer-aided drafting and design expertise, Kerata innovator and expert at municipal needs assessment and data management
Andrew Greis	GIS	8	Specializes in database management and acquisition, geomorphology and physical geography, and GPS technology including ArcView and GIS Mapping.
Shelah Riggs	Regulatory Permitting	12	Senior biologist specializing in broad scale survey and permitting projects throughout Central California
Linda Archer	Regulatory Permitting	13	Senior biologist specializing in complex on-call and permitting projects throughout Central California
Megan Enright	Regulatory Permitting	12	Senior botanist specializing in broad scale surveying and permitting throughout Central California
Tricia Wotipka	Regulatory Permitting	13	Statewide biological and large-scale permitting project management
Brittany Strittmater	Regulatory Specialist	5	Specializes in general biological assessments, focused rare plant surveys, vegetation mapping, wetland delineations, biological monitoring, CEQA documentation, and biological technical reporting
Callie Ford	Regulatory Specialist	6	Environmental analyst specializing in field surveys and CEQA report preparation
Patricia Schuyler	Regulatory Specialist	8	Statewide biological and large-scale permitting project management
Mike Sweesy, RLA	Mitigation Planning	30	Statewide project management and habitat restoration technique development and mitigation planning
Andy Thomson	Mitigation Planning	9	Extensive mitigation planning experience throughout southern California

## 4 TECHNICAL APPROACH

Upon contract authorization, Dudek's program manager, Ruta K. Thomas, will meet with the City's project manager to start the project. Ms. Thomas will be the primary point of contact for all new incoming task orders. She will manage all projects awarded by the City, assuming that projects do not have conflicting deadlines or parallel schedules. In the event that the City requires additional depth, we have provided five additional alternate CEQA project managers who are all available to manage concurrent task orders.

In the case that one of these alternate project managers is needed to manage a project, Ms. Thomas will select the appropriate project manager. Ms. Thomas will continue to participate in key meetings at critical project decision points, verify that documents are in a consistent format, and provide a similar level of detail from project to project.

At this project initiation meeting, Dudek anticipates that the team will discuss the project history, project description, available data and technical studies, deliverables and schedule, any additional data needs Dudek may have, and protocol for communication. After this meeting and upon receipt of the site plan and technical studies already prepared by the City, Dudek will prepare a draft project description for review. The draft project description will meet all relevant CEQA requirements. It will define the project objectives, the project and study area boundaries, and construction and operations that are relevant to the analysis of the project's environmental impacts.

Dudek project managers are trained to check project financials on a weekly basis. Dudek uses the Deltek Vision Accounting system, which gives access to current project financials 24 hours a day, 7 days a week. This software provides our project managers with the necessary information to manage the project's financial progress, such as total labor costs and expenses to-date for the reporting period, available budget remaining, and individual staff hours used in each reporting period. Having this training and access to information helps Dudek project managers verify whether individual team members are working toward the internal schedule and helps us to anticipate potential budget constraints early, before they become a problem for our clients.

Below, we have included a description of the standard services we can provide for environmental documentation and regulatory permitting, followed by a sample work plan.

### ENVIRONMENTAL DOCUMENTATION SERVICES

Our approach to environmental documentation emphasizes a close working relationship with the client and early scoping and project definition, as well as compliance with appropriate environmental regulations, including CEQA, NEPA, the federal Clean Water Act (CWA), the federal Endangered Species Act, California Fish and Game Code, the NHPA, and other applicable statutes and regulations.

Challenges on CEQA/NEPA compliance projects are expected. The Dudek team has processed environmental documents for decades and understands that no two projects are the same. Regulatory agency coordination, stakeholder concerns, input from the public, and political agendas are all factors that challenge successful CEQA/NEPA compliance. Additionally, lawsuits, or the threat of lawsuits, can dictate environmental documentation content, processing, and budgets. Understanding the realities of the world in which we work is the most effective way to overcome hurdles to bring projects in under budget and on time. We communicate with clients to identify issues that may cause challenges down the road.

The following pages outline the approach Dudek uses for the preparation of environmental documents. Each step is individual to different projects and will be applied as necessary. Following this general outline for each project also helps to ensure that potential issues or roadblocks can be identified early in order to allow time to work out solutions with City staff.

### Project Scoping

- Meet with the client to further define scope/issues
- Define the project and relationship to CEQA/NEPA
- Identify roles and responsibilities
- Identify environmental documentation requirements: exemptions, addenda, initial study (IS), ND, MND, and/or EIR
- Discuss critical scheduling parameters and the budget
- Obtain analysis input parameters (i.e., project design, site constraints, etc.)
- Determine probable environmental concerns and applicable regulations
- Develop an analysis approach that best deals with identified concerns
- Determine whether additional alternatives need to be addressed

### Environmental Documentation

- Prepare project description and IS
- Prepare public scoping (Notice of Preparation (NOP) and public meeting)
- Obtain available environmental resource data
- Determine data adequacy
- Collect supplemental data in compliance with appropriate regulations, if necessary
- Assemble data to be used in analysis
- Establish impact significance criteria to be used
- Analyze impacts
- Determine requirements for mitigation
- Identify methods to evaluate mitigation effectiveness
- Compile analysis into appropriate CEQA (NEPA, if necessary) format for client's review

### Document Processing

- Obtain other responsible agencies' or reviewing agencies' comments and public comments
- Conduct additional field and/or office studies, as required or identified during the review period, if necessary
- Prepare responses that adequately address concerns raised
- Prepare final CEQA document.

### Decision-Making

- Prepare MMRP
- Prepare appropriate documentation as required (Notice of Determination (NOD), findings, and staff reports)
- Work with staff to conduct presentation for decision-makers, if requested

### **Initial Study/Notice of Preparation/Scoping Meeting**

Dudek will prepare a legally defensible environmental compliance document to address potential environmental impacts resulting from the implementation of any proposed project. Dudek will prepare an IS for projects determined to be subject to the CEQA that are not statutorily or categorically exempt. We will prepare the IS for the project using the Environmental Checklist Form from the CEQA Guidelines (Appendix G). The analysis for each resource will include a description of the environmental setting and will substantiate impact conclusions with factual data and scientific results. Technical reports may be prepared and attached, as appropriate, to address specialized issues. Mitigation measures will be developed for all significant impacts to reduce impacts to less-than-significant levels. Dudek will submit an administrative draft to the City for review and concurrence prior to distribution to agencies and the public for the formal public review period.

Dudek will participate in a public scoping meeting(s) designed to invite public and agency involvement in the CEQA scoping process, as deemed necessary. After the scoping meeting(s), Dudek will prepare a report that summarizes the comments received during the scoping meeting. Dudek has extensive experience with scoping meetings and can help the City organize the meeting to follow various formats: individual booths set up with topics of interest to the public, traditional meeting hall style with time for public comment, or a combination of both. We also have experience with agency scoping meetings, versus scoping meetings open to the general public, and can offer a wide spectrum of options to the City, depending on the project and level of controversy anticipated.

Once the IS is drafted and a scoping meeting has been held, Dudek will meet with the City to determine the appropriate CEQA document to prepare. Depending on which document is to be prepared, Dudek will prepare an NOP for an EIR or a Notice of Intent (NOI) to adopt an ND or MND for the project. We will submit the NOP or NOI to the State Clearinghouse, file the NOP or NOI with the County Clerk's office, and distribute the NOP or NOI to recipients on a project mailing list developed by Dudek and the City. The IS is attached to the applicable notice to provide documentation for the City's decision to prepare an ND, MND, or EIR.

### **Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports**

Following the preparation of an IS, Dudek will prepare an ND or MND, if it can be determined that the project will not result in significant impacts. The ND or MND will be accompanied by an IS that substantiates the significance conclusions. In the event that an IS determines that a project could result in potentially significant impacts, an EIR would be required.

We would begin the preparation of an EIR with the preparation of an IS to accompany the NOP. This process would help to focus the EIR on potentially significant impacts and avoid unnecessary documentation and analysis. From the initial stages of determining whether an activity is subject to CEQA to determining whether a project may be exempt, we can be available every step of the way, helping with the decision to prepare an ND or EIR.

Dudek will prepare a detailed project description for the EIR to ensure we have a common understanding of the project. The Dudek team will conduct field surveys of the project site and surrounding area and document the existing environmental setting, which will serve as the baseline for environmental impact analysis. We will work with the City to develop project objectives. This is important as it relates to the development of a reasonable range of alternatives to be considered in the EIR.

The EIR will include a discussion of the existing conditions, environmental impacts, levels of significance of the impacts before mitigation, appropriate mitigation measures for each environmental discipline, as needed, and the level of significance after the application of mitigation. Our technical specialists will prepare a series of technical studies to support the EIR analysis, as appropriate. As required, the documents will include a discussion of direct, indirect, growth-inducing, and cumulative impacts.

### Preparation of Technical Analyses

Environmental documents may require the completion of technical studies for various resources. Dudek's expertise includes the ability to prepare technical studies and CEQA/NEPA sections on aesthetics/visual simulations, noise, air quality/GHG emissions, biological resources, cultural resources, hydrology and water quality, and hazardous materials assessments (i.e., Phase I/II ESAs). The Dudek team includes specialists to prepare these studies, as necessary, to support the environmental documentation process.

**Air Quality/GHG Emissions.** Dudek's in-house air quality specialists utilize standardized approaches and methodologies as recommended by the South Coast Air Quality Management District and use the latest air emissions estimation model, CalEEMod and other emissions estimation tools (e.g., EMFAC2011 and OFFROAD2007), as appropriate, to address a project's air quality impacts. For projects in the South Coast Air Quality Management District, Dudek performs air quality dispersion modeling in house to demonstrate ambient air quality impacts with respect to localized significance thresholds. Short-term construction impacts and operational air quality impacts are routinely analyzed for projects. In addition, Dudek has extensive experience in evaluating, analyzing, and providing mitigation strategies related to GHG emissions for both development and infrastructure projects.

**Biological Resources.** The Dudek team has the professional staff and capabilities to provide a full range of biological services. Our biologists are qualified to support the City by conducting general and focused biological surveys; preparing constraints analyses; preconstruction clearance surveys; and biological monitoring, as well as drafting biological assessments in support of CEQA/NEPA documents, including impact analyses, assessments of impact significance, and appropriate compensatory mitigation measures. We analyze project impacts to native oak trees, stands, and woodlands, determine which trees can be preserved and which will require removal, and then, develop ecologically sensitive oak mitigation plans and oak tree reports.

Dudek's team of over 40 biologists has significant scientific training and project experience in the fields of botany, mammalogy, herpetology, entomology, ornithology, environmental biology, riparian and wetland ecology, spatial analysis, urban forestry, regulatory permitting, watershed management, and habitat conservation planning. We have completed hundreds of biological field surveys within virtually all habitat types (including rugged terrain) throughout California, including vegetation and special-status species mapping for projects varying in size from 0.5-acre parcels to over 62,000 acres. Dudek's in-house biologists have state and federal permits that allow for surveying, banding, and trapping of federal- and state-listed threatened or endangered species.

**Cultural Resources.** Dudek manages cultural resources analyses and documentation for archaeological resources, historic resources, and Native American values for projects throughout California. The Dudek team includes registered professional archaeologists who supervise projects in accordance with state and federal regulations, including CEQA, NEPA, and Section 106 of the NHPA. Dudek archaeologists have successfully completed dozens of technical studies, including surveys and subsurface investigations for city and county public works departments, California Department of Transportation (Caltrans) (road improvements), and special district (i.e., wastewater treatment and sewer line extension) projects and managed coordination with responsible state agencies, including the State Water Resources Control Board.

Dudek archaeologists commonly consult with Native American tribal representatives in keeping with the 1992 amendments to the NHPA by providing summaries of the proposed project description and results of preliminary studies that help to identify any areas of potential cultural resource sensitivity, thereby facilitating communication and understanding of the proposed project.

Dudek routinely prepares Section 106 deliverables, including archaeological survey reports, historic resources evaluation reports (for built environmental resources), historic property survey reports, and findings of effect. Dudek also offers historic evaluations.

**Geology/Soils.** Dudek has staff with geological training who can write the geology and soils impact analyses for MNDs and EIRs. Our professional geologists, engineering geologists, and engineers can support the environmental assessment of projects, including:

1. Preparing geotechnical reports
2. Preparing CEQA/NEPA-ready existing conditions reports, technical memoranda, and/or letter reports to address geologic issues, such as slope stability, adverse soil conditions, liquefaction susceptibility, fault rupture and/or other seismic hazards;
3. Independent, third-party reviews of geology, seismicity, and geologic hazard reports;
4. GIS-based mapping and analysis of geologic and seismic hazards for broad applications, such as alternatives evaluations and opportunity/constraints analyses;
5. Specialized services, such as dam and levee assessment and design, earthwork observation and monitoring, and expert witness services; and
6. Expertise in unique environmental applications, such as slurry walls, shored excavations, open cut stability, building underpinning, soil stabilization, sub-slab depressurization, and venting system design and construction.

**Hazardous Waste/Materials Investigation and Remediation.** Dudek environmental engineers, hydrogeologists, and scientists have conducted numerous investigations of various sites, including facilities contaminated with metals, chlorinated solvents, perchlorate, N-Nitrosodimethylamine, fuel hydrocarbons, and pesticides. From collecting samples to interfacing with regulators, we are involved in all aspects of site investigation and remediation. We have expertise in groundwater modeling, as well as designing remediation well fields. We have extensive experience in groundwater pump-and-treat systems using air stripping, ultraviolet light oxidation, granular activated carbon, and resin-ion exchange. We also have experience operating soil-vapor-extraction systems, overseeing soil removal, and abandoning oil wells.

- **Phase I and II ESAs.** Dudek's environmental engineers and hydrogeologists apply their extensive knowledge of regulatory standards and guidelines to provide thorough, cost-effective, and timely investigations. Well-versed in California's unique and varying requirements, our professional staff addresses agriculture, residential and undeveloped property, and school siting challenges. Our Phase I ESAs adhere to American Society for Testing and Materials standards, and if a property is known to need soil sampling prior to the site assessment, Dudek can combine those Phase II efforts with Phase I, which can result in an enormous time and money savings.

### CULTURAL RESOURCES SERVICES

- Prehistoric and historic archaeological site identification, significance testing, and mitigation programs
- Architectural historical assessments
- Federal Section 106 investigations and documentation
- Paleontological resource assessments
- Cultural resources management plans
- Project site constraints analyses.

**Hydrology and Water Quality.** The Dudek team has significant experience performing hydrologic, hydraulic, water quality, and sediment transport analysis in support of a broad range of permitting efforts, including CWA (401/402/404) permits and CDFW (1600) permits, as well as EIR and CEQA/NEPA-related documents. This experience includes numerical modeling, design, and emergency services.

Dudek surface water permitting staff includes hydrologists and numerical modelers. Additionally, this staff includes QSDs and QSPs, registered engineers, and registered geologists. Dudek has extensive experience with SWPPPs and water quality management plans, including Section 2B8 (Emergency Construction Activities) of the California General Permit 2010-0014-DWQ.

**Noise.** Dudek's acousticians evaluate potential noise impacts associated with project construction and operation. Our acousticians are experienced in providing site-specific noise assessments, which can offer wall heights, setback distances, and other measurements. We can also provide planning-level noise studies or noise elements, setting forth policies and protocols for noise considerations. Dudek commonly utilizes the Caltrans SOUND 32 traffic-noise prediction model to help assess the impacts and, more importantly, the mitigation measures needed to address noise.

**Population and Housing.** Certain projects can alter the population, employment, and housing characteristics for an area through a change in land uses. If applicable, Dudek staff can estimate the potential population increase associated with a proposed project using the number and type of dwelling units proposed. Additionally, Dudek staff can estimate the employment generation (and associated population growth, if any). Our planners and demographic specialists can evaluate the project's consistency with housing affordability requirements and summarize the employment and housing characteristics of the City and region based on existing documentation to determine potential project impacts.

**Public Outreach.** Not every project will require an outreach component, but for those that do, Dudek's outreach effort could cover:

- Promotion and noticing, meeting logistics, meeting promotion, and stakeholder list of attendees management;
- Meeting content planning and development of PowerPoint presentations;
- Staffing public meetings;
- Writing meeting summaries; and
- Support trust-building and project credibility with the community and elected officials so that the EIR can proceed within its schedule.

**Recreation/Open Space.** The Quimby Act allows a legislative body of a city or county to require the dedication of land or impose a requirement for payment of in-lieu fees, or a combination of both, for park or recreational purposes as a condition to the approval of residential development. Any proposed project that includes open space areas would be evaluated to determine if it satisfies city requirements. Dudek planners would update the list of existing and planned park facilities in the area, and determine the demand for parkland generated by the change in permanent or daytime population as a result of implementing a project using methodology approved by the city.

**Utilities and Service Systems.** Dudek scientists and engineers can evaluate the ability of all utilities to serve a proposed project area. Our staff would describe applicable water entitlements and treatment plant capacity and conveyance system(s) in the project vicinity.

Existing groundwater resources and wells would be identified. A Water Supply Assessment (WSA) is required for any development in excess of 500 residential units or commercial development of 100,000 square feet or more. If required, Dudek can prepare a WSA for a proposed residential or commercial project meeting the criteria. Dudek staff are well-versed in evaluating the need for water treatment and conveyance infrastructure improvements to serve a proposed project area, as well as summarizing the existing and planned capacity of the regional wastewater treatment plants and the location of existing and planned sewage collection systems. Projected solid waste would be compared to existing and future landfill capacity to determine whether the changes in land use would substantially shorten the life of the landfill or necessitate expansion of the landfill. Dudek staff would research information concerning existing and planned energy infrastructure and sources that could serve a project area.

**Visual Simulations.** Dudek can create photographic simulations of a proposed project to address visual impacts. The 3-D visual simulations will include existing site photographs as backgrounds and true scale 3-D models for the proposed expansion rendered into background photos.

The renderings will include the proposed buildings or structures, any retaining walls, grading, and landscaping. Only structures visible to the camera will be modeled. Landscaping will only include trees and large shrubs. The exact photo locations will be determined by Dudek staff after field investigation and agreement by City staff.

It is assumed that AutoCAD drawings will be provided to Dudek to use for the visual simulations. These drawings will include architectural floor plans, roof plans, and elevations. Civil engineering drawings shall include existing topography, site plans, and the grading plan. Color and materials should also be provided to Dudek for all exterior surfaces.

**Mitigation Plans.** Dudek has extensive experience and proven ability preparing detailed, ecologically valid conceptual mitigation and monitoring plans. The Dudek team will work collaboratively to develop design solutions that are ecologically sound and that make sense from a practical perspective. We will rely on expert field-based construction knowledge from Habitat Restoration Sciences Inc. (HRS), our wholly owned construction subsidiary, for insight into constraints and opportunities that may not be apparent from a planning and design vantage point. We will work together with City staff during the design phase to ensure that all project goals are clearly addressed and incorporated into the final habitat mitigation documents.

### **REGULATORY PERMIT SERVICES**

Dudek has a large team of regulatory specialists experienced in processing permits with the ACOE (404 Individual and Nationwide); CDFW (1601, 1602, 1603, and 2081); RWQCB (401); and USFWS (Section 7, 4(d), and 10a consultations). We have developed outstanding relationships with regional resource agency personnel and have cultivated a reputation for superior and comprehensive jurisdictional delineations, permit applications, mitigation plans, biological studies, and GIS services. Our positive reputation and relationships will help to reduce agencies second-guessing our technical studies and permit applications, resulting in a more expeditious permit process for the City. The following outlines the key steps to successful permitting.

#### **Jurisdictional Delineations and Determinations**

Dudek has conducted numerous delineations throughout Southern California using approved ACOE delineation procedures. Our delineation capability is enhanced by the addition of Dudek's GPS equipment, which provides on-the-fly mapping of wetlands. GPS mapping adds accuracy to our delineations, and these delineations have received greater acceptance by the wetlands regulatory agencies.

Our staff is well versed on current regulations affecting jurisdictional determinations, including the Rapanos Guidance. Prior to conducting a delineation, our regulatory specialists will determine whether a Preliminary Determination or an Approved Determination is the appropriate course for that particular project, depending on project timing, mitigation requirements, and other regulatory requirements. The delineation report will include all information required to obtain the appropriate determination from the ACOE, including the determination form. Draft and final delineation reports will meet the minimum standards for the ACOE and will provide separate sections for ACOE, RWQCB, and CDFW jurisdiction.

### Pre-Application Consultation

One of the keys to ensuring resource agency concurrence on the project and expedited permit issuance is a successful pre-application consultation with relevant agencies. A pre-application consultation allows Dudek and the City to present the proposed project to agency staff and ensure that they understand the nature of the project and its importance, as well as any proposed avoidance, minimization, and/or mitigation measures. The pre-application consultation also ensures that the initial concerns of the agencies can be addressed up front in the CEQA document and permit application package.

Through our many consultations with regulatory agencies, we have found that it is absolutely necessary to receive some level of acknowledgment regarding what is said and by whom. This protects all parties, and in particular the City, when negotiations and verbal agreements take place. Therefore, Dudek will seek agency review and approval of meeting notes throughout the process to help prevent surprises and expedite the permits.

### Permit Applications

Permitting involves developing a strategy that meets the needs of the City, including project budgets, schedules, and the outcome. It is imperative that Dudek understands the needs on a project-by-project basis. Dudek will gather the necessary information, as requested by the City, to assist in developing an informed permit strategy including: review available information provided by the City, complete a literature review and database query, conduct a reconnaissance survey, and/or prepare technical studies. Based on the project-specific data reviewed, Dudek will coordinate with City staff to determine the most appropriate permit for the task request. Permitting options may include a Nationwide Permit versus an Individual Permit, streambed alteration agreement versus master streambed alteration agreement, Section 7 versus Section 10, and/or 2080.1 versus 2081. Dudek will prepare the appropriate permit applications and, if needed, the associated supporting documents and appendices. For individual permits, Dudek will prepare the 404B(1) alternatives analysis and associated NEPA document (typically an environmental assessment for ACOE). For Section 7 consultation, Dudek will prepare the biological assessment.

*"The package you provided with the maps and table and wetlands mitigation plan is AWESOME and exactly what we need. Thank you!"*

**Bridget Supple,  
Environmental Scientist,  
Regulatory Division  
Regional Water Quality Control Board**

Dudek's approach to regulatory coordination includes preparation of complete applications, beginning with a clearly defined project description that considers all environmental ramifications of the project. Our permit application package includes a well-prepared jurisdictional delineation; clear project description; environmental documentation for the proposed project, including CEQA documentation; biological reports with listed species fully described and supported by focused survey data, as appropriate; cultural resources reports; site history, including previous contact with resource agencies; site visits; meetings notes; conceptual mitigation plan; and detailed impact analysis. Our impact analyses are prepared using GIS software for accurate, reliable results.

**Prepare and Implement Mitigation Plans**

A key component to the permit application is a mitigation strategy acceptable to the local regulator. Dudek has a detailed understanding of both wetland and non-vegetated waters mitigation. Our understanding of the functions and services provided by non-vegetated waters allows us to make compelling proposals that focus on the functions and services that are impacted and that require compensatory mitigation. Non-vegetated waters mitigation requires a high level of creativity characteristic of Dudek, because we leverage our expertise and knowledge to synthesize project information with regulatory requirements to arrive at new and mutually beneficial solutions that address the hydraulic resources. Dudek's expertise extends into final mitigation design (construction drawings and specifications) and construction monitoring. Our "real world" experience and construction knowledge informs our mitigation strategy preparation to avoid pitfalls that others might ignore, causing future issues for the client.

*"I wanted to drop you a note to say 'WOW!' Great job! I think the two mitigation areas are the best mitigation sites in both design and establishment that I've seen. I also want to give a big high five to Dudek for being the firm with the most (almost all) the successful riverine mitigation sites that I'm proposing SCCWRP use for the development of CRAM performance curves."*

**-Michelle Mattson,  
U.S. Army Corps of Engineers**

Dudek conceptual wetlands mitigation plans are prepared in accordance with the ACOE wetlands mitigation rule and previous guidance documents. The conceptual design incorporates information required to demonstrate to the resource agencies the project viability and a high degree of certainty that mitigation goals will be achieved at the end of the 5-year maintenance and monitoring period. Conceptual reports include accurate maps and sections on implementation strategies, maintenance requirements, and monitoring programs.

**5 FEE SCHEDULE**

Table 2 present's Dudek's 2014 fee schedule for all proposed team members and any additional staff available to support this contract.

**TABLE 2. DUDEK FEE SCHEDULE**

<b>ENGINEERING SERVICES</b>		<b>COMPLIANCE SERVICES</b>	
Principal Engineer III	\$200 00/hr	Compliance Director	\$200 00/hr
Principal Engineer II	\$190 00/hr	Compliance Manager	\$140 00/hr
Principal Engineer I	\$185 00/hr	Compliance Project Coordinator	\$100 00/hr
Program Manager	\$200 00/hr	Compliance Monitor	\$90 00/hr
Senior Project Manager	\$185 00/hr		
Project Manager	\$175 00/hr	<b>OFFICE SERVICES</b>	
Senior Engineer III	\$170 00/hr	<i>Technical/Drafting/CADD Services</i>	
Senior Engineer II	\$165 00/hr	3D Graphic Artist	\$150 00/hr
Senior Engineer I	\$155 00/hr	Senior Designer	\$135 00/hr
Project Engineer IV/Technician IV	\$140 00/hr	Designer	\$125 00/hr
Project Engineer III/Technician III	\$125 00/hr	Assistant Designer	\$120 00/hr
Project Engineer II/Technician II	\$115 00/hr	GIS Specialist IV	\$150 00/hr
Project Engineer I/Technician I	\$100 00/hr	GIS Specialist III	\$140 00/hr
Project Coordinator	\$85 00/hr	GIS Specialist II	\$130 00/hr
Engineering Assistant	\$75 00/hr	GIS Specialist I	\$120 00/hr
		CADD Operator III	\$115 00/hr
<b>ENVIRONMENTAL SERVICES</b>		CADD Operator II	\$110 00/hr
Principal	\$200 00/hr	CADD Operator I	\$95 00/hr
Senior Project Manager/Specialist II	\$190 00/hr	CADD Drafter	\$85 00/hr
Senior Project Manager/Specialist I	\$180 00/hr	CADD Technician	\$75 00/hr
Environmental Specialist/Planner VI	\$195 00/hr		
Environmental Specialist/Planner V	\$150 00/hr	<b>SUPPORT SERVICES</b>	
Environmental Specialist/Planner IV	\$135 00/hr	Technical Editor III	\$140 00/hr
Environmental Specialist/Planner III	\$120 00/hr	Technical Editor II	\$125 00/hr
Environmental Specialist/Planner II	\$110 00/hr	Technical Editor I	\$110 00/hr
Environmental Specialist/Planner I	\$100 00/hr	Publications Assistant III	\$100 00/hr
Analyst	\$90 00/hr	Publications Assistant II	\$90 00/hr
Planning Research Assistant	\$80 00/hr	Publications Assistant I	\$80 00/hr
		Clerical Administration II	\$80 00/hr
<b>ARCHAEOLOGICAL SERVICES</b>		Clerical Administration I	\$75 00/hr
Senior Project Manager/Archaeologist II	\$200 00/hr		
Senior Project Manager/Archaeologist I	\$190 00/hr	<small>Forensic Engineering - Court appearances, depositions and interrogatories as expert witness will be billed at 2.00 times normal rates</small>	
Environmental Specialist/Archaeologist VI	\$180 00/hr	<small>Emergency and Holidays - Minimum charge of two hours will be billed at 1.75 times the normal rate</small>	
Environmental Specialist/Archaeologist V	\$190 00/hr	<small>Material and Outside Services - Subcontractors rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc. are charged at 1.15 times the direct cost</small>	
Environmental Specialist/Archaeologist IV	\$145 00/hr	<small>Travel Expenses - Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost</small>	
Environmental Specialist/Archaeologist III	\$130 00/hr	<small>Invoices/Late Charges - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full</small>	
Environmental Specialist/Archaeologist II	\$115 00/hr	<small>Annual Increases - Unless identified otherwise, these standard rates will increase 3% annually</small>	
Environmental Specialist/Archaeologist I	\$100 00/hr		
Archaeologist Technician II	\$70 00/hr		
Archaeologist Technician I	\$50 00/hr		

## 6 REFERENCES

Dudek has completed hundreds of as-needed contracts for cities and public clients throughout the Southern California. **Table 3** lists some of the clients for which Dudek has provided as-needed environmental services, which includes assistance related to biological and cultural resources, Phase I and II ESAs, CEQA/NEPA technical reports, regulatory permitting, and extension-of-staff. Additionally, the Dudek team has provided more detailed information on our relevant projects within the County. Following the table, we have provided four references for the City to contact for further information.

**TABLE 3. AGENCIES FOR WHOM DUDEK HAS PERFORMED AS-NEEDED ENVIRONMENTAL SERVICES EXPERIENCE**

Agencies with Dudek As-Needed Environmental Services Contracts		
Cities	Counties	Specialized Districts
City of Carlsbad	County of Orange	Otay Water District
City of Carpinteria	County of San Diego	Padre Dam Municipal Water District
City of Chula Vista	Public Works	Port of San Diego
City of Corona	Port of San Diego	Rancho Mission Viejo Company
City of Del Mar	County of San Luis Obispo	San Diego County Water Authority
City of Fontana	County of Santa Barbara	San Diego Unified School District
City of Lake Forest	County of Riverside	Santa Margarita Water District
City of Los Angeles	Flood Control District	March Joint Powers Authority
City of Mission Viejo	County of Placer	Southern California Edison Company
City of Rancho Palos Verdes	County of El Dorado	Kern County Waste Management
City of Riverside	County of Ventura	Eastern Municipal Water District
City of San Diego	County of Sacramento	
City of Santa Ana	County of Contra Costa	
City of Seal Beach	County of Imperial	
City of Simi Valley	County of San Bernardino	
City of Thousand Oaks	Department of Public Works	
City of Vista		

## SIMI VALLEY GENERAL PLAN UPDATE EIR

**CLIENT:** City of Simi Valley

**REFERENCE:** Cynthia Sabatini, Department of Environmental Services; 3855-A Alamo Street, Simi Valley, California 93063; 805.583.6776

Dudek's project manager (Ruta K. Thomas) prepared an EIR for the City of Simi Valley's General Plan Update. Originally built as a bedroom community, Simi Valley seeks to maintain its tradition as one of the safest communities in the nation and preserve its environmental resources, which include the hillsides and open space areas that surround the community and contribute to its unique valley setting and identity.

The challenges that were faced in this update included the following issues defined by the City: establishing the likely extent of future growth in the community; accommodating sufficient employment growth to provide high-quality jobs locally, minimizing the potential traffic congestion associated with new growth, establishing and reinforcing neighborhood identities; and confirming the future land use and providing incentives to rehabilitate older, underutilized commercial properties. Controversial issues for the project included traffic and land use patterns. Public outreach and presentations at City Commission and Council hearings were integral to the success of the project.

## AS-NEEDED ENVIRONMENTAL DOCUMENTATION AND REGULATORY PERMITTING SERVICES

**CLIENT:** County of Los Angeles Department of Public Works

**REFERENCE:** Ed Dingman – 900 South Fremont Avenue, Alhambra, California 91803; EDingman@dpw.lacounty.gov; 626.458.3933

Dudek's project manager (Eric Wilson) provided services to ensure that planning and permitting activities were in compliance with jurisdictional regulations and related expenditure guidelines. Projects requiring environmental support included, but were not limited to, water and sewer, transportation, buildings, parks, storm drains, and restoration activities. Work tasks included the following:

- CEQA and NEPA documentation
- Biological reports and restoration plans
- Cultural and paleontological resource assessments
- Facilitation, coordination, and notification related to permits
- Coordinating associated mitigation and monitoring programs.

Dudek staff have completed dozens of task orders for LADPW, including the Termino Avenue Drain EIR (construction of a 2-mile stormwater drain in Long Beach and the associated water-quality impacts at Colorado Lagoon) and the Santa Anita Dam Sediment Removal and Riser Modifications EIR (dam rehabilitation activities and transport/disposal of more than 250,000 cubic yards of sediment through opposing communities).

## AS-NEEDED ENVIRONMENTAL SERVICES

**CLIENT** City of Rancho Palos Verdes

**REFERENCE:** Ron Drago, Senior Engineer; 30940 Hawthorne Blvd., Rancho Palos Verdes, California 90275; 310.544.5252

In June 2012, the City of Rancho Palos Verdes, California, approved an agreement with Dudek to provide on-call professional engineering services involving water, wastewater, and stormwater projects and associated environmental and hydrologic studies. Dudek was contracted by Rancho Palos Verdes to update its Sewer Master Plan (SMP) for conformance with California's State and RWQCB Waste Discharge Requirements.



The work included assisting in the preparation of the Sewer System Management Plan (SSMP) using updates of the City's GIS and 2004 SMP. Dudek prepared the City's previous SMP in 2003–2004. Special considerations for the SSMP preparation resulted from the County's Sewer Maintenance District's operation and maintenance of the Ranch Palos Verdes' sanitary sewer collection system. The current condition of the Ranch Palos Verdes' sanitary sewer collection system was determined using the County's recent closed-circuit television inspections and by conducting flow monitoring programs. These data, along with updated GIS data, were used to update and calibrate the hydraulic model used for the SMP's Capacity Assurance Plan.

## AS-NEEDED ENVIRONMENTAL SERVICES (MULTIPLE CONTRACTS)

**CLIENT:** City of San Diego Public Utilities Department (Water and Metropolitan Wastewater Divisions) and Transportation and Storm Water Department

**REFERENCE:** Nicole McGinnis; Senior Planner. 619.553.4101

Dudek has provided a variety of professional environmental services under two as-needed contracts with the city's Water Branch of the Public Utilities Department, three as-needed contracts with the city's Metropolitan Wastewater Branch of the Public Utilities Department, and two as-needed contracts with Transportation and Storm Water Department. Through these contracts, Dudek has work experience and local knowledge of most of the open space canyons throughout the city. The various scopes of work have included preparation of CEQA and/or NEPA documents, regulatory permitting,



biological resource surveys and reports, construction monitoring, wetlands mitigation planning and design, and preparation of conceptual plans and/or detailed plans and specifications for project implementation. Examples of Dudek services performed on selected projects include the following:

- Regulatory permitting for the Tijuana River Pilot Channel emergency dredging project and long-term maintenance program
- Wetlands mitigation bank assessments in support of San Diego Association of Governments public-private partnerships
- Assessment of biological impacts for the Nelson-Sloan Quarry reclamation plan and preparation of conceptual mitigation design of coastal sage scrub impacts
- Permitting and dredging monitoring of the Sorrento Creek flood control channel downstream of Los Peñasquitos Canyon

## 7 SAMPLES OF WORK

Attached to this page, please find a CD with the following samples of past work:

ND	Blue Sky Ventures, Inc.
MND	Entrada at Malibu Canyon
Draft EIR	Ventura Avenue/Vineyard Drive Condominiums
Final EIR	Ventura Avenue/Vineyard Drive Condominiums

## Calabasas RFQ - Environmental Review Services

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### **CITY OF CALABASAS**

### **Request for Qualifications, Environmental Review Services**

### **Issued May 1, 2014**

#### **I. Introduction**

The City of Calabasas is seeking Statements of Qualifications (SOQs) from Environmental Consulting firms for on-call environmental review services. This RFQ describes the consultant qualifications to be evaluated, outlines City expectations, explains the review and selection process, and lists the submittal date for the Qualifications Statements.

#### **II. Background**

The City of Calabasas is located approximately 30 miles west of Downtown Los Angeles, near the western border of Los Angeles County. The City is 12.9 square miles in size, and was incorporated in 1991. Development in the City generally occurred over the last 50 years, with the majority occurring pre-incorporation under the jurisdiction of unincorporated Los Angeles County.

From time to time, the City of Calabasas Community Development Department has development projects that require the preparation of CEQA documentation, such as a Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR), that cannot be prepared by City staff due to time constraints or the complexity of the project specific issues. For the last ten (10) years the City has held professional services agreements with environmental consulting firms to assist in CEQA analysis and document preparation.

Consequently, the City desires to obtain consultant services for a broad range of environmental review work. This work will be concentrated primarily on preparation of CEQA-required reports associated with proposed development projects (EIRs, MNDs, NDs), and associated technical studies. Also, from time to time, the city may also desire expert review, as City's agent, of environmental documents for proposals in adjoining or nearby jurisdictions, as well as mitigation compliance monitoring and reporting, and other expert environmental review and reporting work. The approximate aggregate annual volume of environmental review and assessment work administered through the Planning Division is \$250,000. This component will be awarded to several, but not more than three selected respondent firms, with work divided among them.

#### **III. Scope of Services**

- A. The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

## Calabasas RFQ - Environmental Review Services

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1. Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to: Initial Studies; Draft NDs, MNDs and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
2. As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments and other studies).
3. Prepare all notices and file (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse.
4. Attend all project hearings before the Planning Commission and City Council.
5. Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
6. Work under the supervision of the Planning Division during the completion of the environmental work.

B. Consultant shall execute a professional services agreement with the City of Calabasas.

### **IV. Consultant Qualifications**

The City expects the successful firm(s) to demonstrate experience in the following areas:

1. Representation of local governments in the environmental review of development project applications, to include all aspects of environmental impact review per CEQA and the CEQA Guidelines, preparation and/or review of pre-application studies, preparation of cumulative impacts analyses, and development of alternative design recommendations, and NEPA knowledge/experience.
2. Preparation and review of all manner of CEQA documents, to include Initial Studies, Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations.
3. Representation of local governments in the monitoring and enforcement of environmental mitigation requirements imposed as part of development project approvals.

## Calabasas RFQ - Environmental Review Services

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4. Preparation of comprehensive site assessment reports regarding biological resources (particularly oak trees), geologic conditions, wetlands and hydrology, noise, etc., as necessary to fulfill CEQA and/or agency permitting requirements.
5. Experience with preparing and conducting workshops, and management of public outreach efforts, to include use and involvement of the media, as well as internet/web.

The successful firm(s) must also be able to perform the following tasks:

1. Conduct surveys and inspections in the field, often on rugged terrain;
2. Provide specialty arborist services for oak trees and scrub oak habitat;
3. Prepare and review various CEQA documents, to include Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations;
4. Conduct CEQA compliance monitoring and reporting;
5. Prepare permit documents, as necessary, for the US Army Corps of Engineers (Section 404), California Department of Fish and Wildlife, NHPA Section 106, and other regulatory agencies;
6. Mapping site data using ArcVIEW GIS, and MS Illustrator (or similar software);
7. Strong skills in writing and oral communication;
8. Testifying at public hearings in regards to environmental conditions and/or impacts associated with proposed development projects

### **V. RFQ Submittal Requirements**

A. Format – responses to this RFQ should not exceed thirty (30) pages total. Pages should be numbered and a table of contents must be included. The structure of the SOQ shall conform to the outline listed below.

1. **Cover Letter.** The cover letter must be signed by a person authorized to negotiate and execute contracts on behalf of the consultant team. It should convey a clear understanding of the requirements and objectives, and why this team is uniquely qualified to be awarded a contract.
2. **Firm's Qualifications.** Summary of overall qualifications and experience of the Firm, especially municipal work.
3. **Proposed Consultant Team.** Identify key personnel who will be assigned to the project, their responsibilities, and qualifications.

## Calabasas RFQ - Environmental Review Services

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4. **Technical Approach.** A description of the techniques and methodologies that the consultant is prepared to employ.
5. **Fee Schedule.** This section should identify the billing rates for listed personnel, as well as other costs or expenses that would be charged in conjunction with the work.
6. **References.** The names, addresses, and telephone numbers of three (3) former clients who have contracted with the consultant for services similar to those described in this Request for Proposals. Also provide a short description of a project that was successfully completed by the team for the referenced client.
7. **Samples of Work.** Please include on a CD-ROM samples of past work, to include at least one IS-ND, one IS-MND, one Draft EIR, and one Final EIR.

### **B. Submission**

Five (5) copies of the SOQ shall be sent or delivered to:

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

Questions can be sent to Sr. Planner Glenn Michitsch ([gmichitsch@cityofcalabasas.com](mailto:gmichitsch@cityofcalabasas.com)). Responses will be posted on the City's RFQ website.

### **VI. Statement of Qualifications (SOQ) Evaluation**

A. The Due date and anticipated schedule for selection are as follows:

<b>Submissions Due:</b>	<b>Friday, May 30, 2014 at 4:00 p.m.</b>
Consultant Interviews:	Late June/early July 2014
Selection of Consultants:	July 2014
Award of Contract:	August 2014 City Council Meeting (Specific Date TBD)

B. Selection Criteria

Selection of the consultant(s) will be based upon the quality of the submittal, including comprehensiveness and responsiveness to the requirements of this RFQ. The City wants to be assured that the selected consultant has the technological capabilities to perform work

## Calabasas RFQ - Environmental Review Services

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effectively, efficiently and to high standards. The submittals will be evaluated based on the criteria outlined in the submittal requirements, and scored as follows:

1. Experience. The consultant's general experience working on CEQA documents; experience with municipal clients; experience working in Calabasas (or communities with similar demographics); familiarity with local conditions and issues. (20 points)

2. Personnel and Project Management Qualifications. The background, experience and qualifications of individual team members are a key element for consideration. The designated project manager(s) should possess experience with similar projects. (20 points)

3. Understanding of the Work. The City will be looking for a clear and concise understanding of the proposed services required. (15 points)

4. Product. The City will evaluate the description of the product the consultant intends deliver to the City and samples provided of similar work. Sufficient detail should be included for the reviewer to determine if the City's expectations will be completely addressed. This will clarify further the consultants understanding of the project and all of the components necessary to produce a legally defensible document in a timely manner. (20 points)

5. Cost. The City desires quality CEQA products that meet the planning needs of the community while also managing cost; consultant's effectiveness of creating the needed documents while managing a project budget will be carefully considered. (15 points)

6. Approach and Methodology. The methodology proposed should be consistent with the California Environmental Quality Act. SOQs will be evaluated on the approach to completing the program contained in your SOQ. (10 points)

C. Award of Contract – The selected firm shall be required to enter into a written agreement with the City of Calabasas in a form approved by the City Attorney. A standard professional services agreement is attached.

**END OF REQUEST FOR QUALIFICATIONS**



CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** JULY 31, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** TOM BARTLETT, CITY PLANNER *TB*  
GLENN MICHITSCH, SENIOR PLANNER *GM*

**SUBJECT:** RECOMMENDATION TO APPROVE A FIVE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) FOR ENVIRONMENTAL SERVICES, IN AN AMOUNT NOT-TO-EXCEED \$400,000.

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the City Council award a five-year Professional Services Agreement to Environmental Science Associates (ESA) in the amount of \$400,000.00 (Four Hundred Thousand Dollars and no cents).

**BACKGROUND:**

Under State Law, the Community Development Department is required to study the environmental impacts of all development projects in the City and sphere of Calabasas. Additionally, the City performs various other activities related to the study, analysis, and protection of environmental resources. The Community Development Department relies on various companies to perform these services on behalf of the City and its applicants.

In 2004, the City evolved from contracting with a single environmental consulting firm for all its environmental service needs to a system of having three qualified on-call firms to provide the same service. This approach provided more expeditious and less costly service for the City and all of its applicants. Since May 2009 (the last re-procurement), the three firms providing these services to the City are Rincon Consultants, Inc., Environmental Science Associates (ESA), and Envicom Corporation. However, in order to ensure the City is getting the most qualified, cost effective, and knowledgeable firms, the Department has re-procured environmental services every 5 years through a competitive selection process. Through this process (discussed more specifically below) staff typically recommends the top three qualified firms be awarded not-to-exceed contracts to provide environmental services to the City on a task-order basis in support of immediate City and applicant needs.

### **DISCUSSION/ANALYSIS:**

On May 1, 2014, the City issued an RFQ for environmental services. The RFQ was sent to all known firms, the American Planning Association (Los Angeles County and Ventura County chapters), and posted on the City's website, with all firms given a period of 30 days to submit qualifications. The City received qualifications from 10 firms. A committee of three senior-level staff was formed to review all proposals. Evaluation of the proposals was based on the following weighted criteria:

- 1) Experience (10 points)
- 2) Personnel and Project Management Qualifications (10 points)
- 3) Understanding of the project (10 points)
- 4) Product (10 points)
- 5) Cost (10 points)
- 6) Approach and Methodology (10 points)

In evaluating each submittal, staff assigned a score of between 1 (weak) to 10 (strong) for each category and calculated a composite score. Based on the composite scores, the committee ranked all respondents. The top five firms were invited to further compete through an interview process. Interviews were conducted on July 17, 2014, and three firms were unanimously selected as the most qualified.

The committee selected Environmental Science Associates (ESA) for a variety of reasons. In addition to consistently solid work products delivered to the City during the past five years, ESA demonstrated knowledge of local issues, thorough CEQA knowledge (including recent amendments to the law, CEQA guidelines, and recent case law), lower cost, and a timely product. Additionally, ESA has a locally-based office in Woodland Hills for immediate service needs including providing reliable on-

call City Arborist services. Based on these factors, staff recommends that Environmental Science Associates (ESA) be awarded a five-year contract for an amount not-to-exceed \$400,000.00. Should additional funding be required, staff would return to the Council with a request to increase the contract amount.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Funding for these consultant services is accomplished through applicant recoverable deposits (Fund 11), and therefore has no fiscal impact on the City. If the need arises to use the services of these firms for a City project not covered by a recoverable deposit, then those individual projects must be budgeted separately through the Community Development Department's Annual Budget. Other City departments utilizing this professional service may allocate funds acquired through their annual budgets, applicant fees, grants or other sources.

**REQUESTED ACTION:**

That the City Council award a five-year Professional Services Agreement to Environmental Science Associates (ESA) in the amount of \$400,000.00 (Four Hundred Thousand Dollars and no cents).

**ATTACHMENTS:**

- A Professional Services Agreement
- B Statement of Qualifications
- C Request for Qualifications

**PROFESSIONAL SERVICES AGREEMENT**  
(City of Calabasas / Environmental Science Associates, Inc.)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Environmental Science Associates a California corporation (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Environmental on-call services (see attached scope of work and cost estimate)
- 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 May 30, 2014 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Additional Services – City Arborist”: The City may require that the Consultant act as City Arborist and review oak tree reports and provide comment on behalf of the City.
- 3.3 “Additional Services – Cultural Resources”: The City may require that Consultant provide services relate to cultural resource evaluation and protection.
- 3.4 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s July 24, 2014 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.5 “Commencement Date”: August 18, 2014.
- 3.6 “Expiration Date”: August 18, 2019.

**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 Four Hundred Thousand Dollars (\$400,000.00) 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. Ms. Deanna Hansen shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

**6. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently,

for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

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

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

#### **8. RELATIONSHIP OF PARTIES**

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

#### **9. CONFIDENTIALITY**

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

**10. INDEMNIFICATION**

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

Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

## 11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.2 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 guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

**12. MUTUAL COOPERATION**

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

**13. RECORDS AND INSPECTIONS**

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

**14. 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: Tom Bartlett  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7329

If to Consultant:

Environmental Science  
Associates  
626 Wilshire, Suite 1100  
Los Angeles, CA 90017  
Telephone: (213) 599-4300

With courtesy copy to:

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

**15. 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.

**16. TERMINATION**

- 16.1 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.
- 16.2 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.

**17. GENERAL PROVISIONS**

- 17.1 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.
- 17.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 17.3 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).
- 17.4 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.

- 17.5 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.
- 17.6 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.
- 17.7 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.
- 17.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.9 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.

**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”**  
Environmental Science Associates

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

By: \_\_\_\_\_  
Deanna Hansen, Vice President  
Community Development

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

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

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

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

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EXHIBIT A  
SCOPE OF WORK

## EXHIBIT A

### SCOPE OF WORK

The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following on-call tasks:

- 1) Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to, Initial Studies; Draft NDs, MNDs, and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
- 2) As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments, visual impact analyses, noise studies, air quality studies, cultural/historic resources surveys, hydrological studies and other studies.)
- 3) File all notices with the Los Angeles County Clerk and/or State Clearinghouse, and any other State agency as may be appropriate.
- 4) Attend all project hearings before the Planning Commission and City Council, and other public meetings as needed.
- 5) Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
- 6) Additional services such as acting as the City Arborist, City Cultural Resources Specialist, or other resource specialist as needed.
- 7) Activities related to condition compliance and monitoring.
- 8) Processing of other government agency permits as may be necessary (e.g. California Department of Fish and Wildlife, US Fish and Wildlife, US Army Corps of Engineers, etc.)
- 9) Work under the supervision of the Planning Division during the completion of the environmental work.

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EXHIBIT B  
APPROVED FEE SCHEDULE

# ESA Billing Rates

City of Calabasas

24-Jul-14

Labor Category	Employee Name	Billing Rate
Senior Director	Hansen, Deanna	\$ 200.00
<b>Senior Director Average</b>		<b>\$ 200.00</b>
Director	Pohl, David	\$ 175.00
Director	Strauss, Monica	\$ 175.00
<b>Director Average</b>		<b>\$ 175.00</b>
Managing Associate	Ainsworth, Greg	\$ 155.00
Managing Associate	Farrell, Addie	\$ 155.00
Managing Associate	Griffith, Danielle	\$ 155.00
Managing Associate	Lau, May	\$ 155.00
Managing Associate	Pugh, Dallas	\$ 155.00
Managing Associate	Rocha, Laura	\$ 155.00
Managing Associate	Smith, Kevin	\$ 155.00
<b>Managing Associate Average</b>		<b>\$ 155.00</b>
Senior Associate II	Ehringer, Candace	\$ 130.00
Senior Associate II	Gispert, Cristina	\$ 130.00
Senior Associate II	Steiner, Nicolle lanelli	\$ 130.00
<b>Senior Associate II Average</b>		<b>\$ 130.00</b>
Senior Associate I	Henry, Joseph	\$ 120.00
Senior Associate I	Moloo, Tommy	\$ 120.00
Senior Associate I	Nielsen, Jason	\$ 120.00
Senior Associate I	South, Matthew	\$ 120.00
Senior Associate I	Sweet, Robert	\$ 120.00
Senior Associate I	Wong, Terrance	\$ 120.00
<b>Senior Associate I Average</b>		<b>\$ 120.00</b>
Associate III	Bray, Madeleine	\$ 100.00
<b>Associate III Average</b>		<b>\$ 100.00</b>
Associate II	Spano, Sarah	\$ 90.00
Associate II	Tietjen, Damien	\$ 90.00
Associate II	Vader, Michael	\$ 90.00
<b>Associate II Average</b>		<b>\$ 90.00</b>
Project Technician III	Dirks, Dustin	\$ 90.00
Project Technician III	Jafolla, Gus	\$ 90.00
Project Technician III	Roth, Jessica	\$ 90.00
Project Technician III	Uehara, Linda	\$ 90.00
<b>Project Technician III Average</b>		<b>\$ 90.00</b>
Associate I	Anderson, Paige	\$ 90.00
Associate I	Connell, Hunter	\$ 90.00
Associate I	Lam, Erika	\$ 90.00
Associate I	Ortiz, Vanessa	\$ 90.00
Associate I	Paden, Andrew	\$ 90.00

Associate I	Russell, Denise	\$	90.00
<b>Associate I Average</b>		<b>\$</b>	<b>90.00</b>



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO INCLUDE AS AN ADDITIONAL INSURED PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.	Various
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
  - in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT TO WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST THE PERSON OR ORGANIZATION, PROVIDED THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS SUBSEQUENT TO THE EXECUTION OF THE WRITTEN CONTRACT OR WRITTEN AGREEMENT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** Environmental Science Associates

**Endorsement Effective Date:** January 1, 2014

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

Any person or organization that you required in a written contract or written agreement to waive any right of recovery we may have against the person or organization, provided the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AUTOMATIC ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

**A. LIABILITY COVERAGE, Who Is An Insured**, is amended to include as an "insured" any person or organization you are required in a written contract to name as an additional insured, but only for "bodily injury" or "property damage" otherwise covered under this Policy caused, in whole or in part, by the negligent acts or omissions of:

1. You, while using a covered "auto"; or
2. Any other person, except the additional insured or any employee or agent of the additional insured, operating a covered "auto" with your permission;

Provided that:

- a. The written contract is in effect during the policy period of this Policy;
  - b. The written contract was signed by you and executed prior to the "accident" causing "bodily injury" or "property damage" for which liability coverage is sought; and
  - c. Such person or organization is an "insured" solely to the extent required by the contract, but in no event if such person or organization is solely negligent.
- B.** The Limits of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event shall the Limits of Insurance set forth in this Policy be increased by the contract.

**C. General Conditions, Other Insurance** is amended as follows:

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this Policy be primary.

All terms, conditions, exclusions and limitations of this Policy shall apply to the liability coverage provided to any additional insured, and in no event shall such coverage be enlarged or expanded by reason of the contract.

All other terms and conditions of this policy remain unchanged.



(Authorized Representative)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by written agreement signed prior to a loss

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WEC001337411 Endorsement No.

Insured Environmental Science Associates

Insurance Company XL Specialty Insurance Company Countersigned by



**ENDORSEMENT #006**

This endorsement, effective 12:01 a.m., 1/1/14 forms a part of Policy No. GEC001336711 issued to ENVIRONMENTAL SCIENCE ASSOCIATES by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

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## Statement of Qualifications

# CITY OF CALABASAS

## On-Call Environmental Review Services

Prepared for  
City of Calabasas

May 30, 2014



21650 Oxnard Street  
Suite 1680  
Woodland Hills, CA 91367  
818.703.8600  
[www.esassoc.com](http://www.esassoc.com)

Los Angeles

Oakland

Oriando

Palm Springs

Petaluma

Portland

Sacramento

San Diego

San Francisco

Santa Cruz

Seattle

Tampa

P140358





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ENVIRONMENTAL REVIEW SERVICES

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May 30, 2014

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

**Re: Proposal for City Of Calabasas Request for Qualifications, Environmental Review Services**

Dear Ms. Hernandez:

We thank you for the opportunity to submit our qualifications to the City of Calabasas for On-Call Environmental Review Services. Founded over 45 years ago, Environmental Science Associates (ESA) is one of California's largest and oldest environmental consulting firms with a staff of over 350 people. ESA is one of the few firms remaining in the state that is focused solely on environmental services, compliance, implementation, and planning—it's our core business. Because of this, ESA has substantial in-house seasoned professionals uniquely capable of meeting the City's needs for environmental services, including field inspection services, arborist services for oak trees and scrub oak habitat, preparation of or review of various CEQA documents, regulatory permitting needs, and mapping and GIS needs.

Additionally, ESA has a depth of senior technical and CEQA experts to oversee work in all environmental technical disciplines—ensuring well-managed work efforts, quality control, and legally defensible documents.

We understand that the challenges faced by our clients have changed over the years in response to California's evolving economic and environmental landscape. Since the last contract with the City was signed in 2009, ESA's capabilities have also evolved over the last decade in response to these dynamics, especially in the southern California area. We have grown our staff and capabilities to provide strategic value for our clients. The firm's growth has allowed us to put boots on the ground whenever required by the City. Additionally, as shown through our past services during our last on-call contract with the City, this current proposal will also demonstrate the unique qualifications that make ESA ideally suited to provide the City with as-needed environmental services.



As we show in our proposal, ESA brings recent and relevant expertise in **CEQA/NEPA compliance and planning services**. We have seasoned, respected Project Managers and technical specialists that have years of experience working on land development projects. Our proposed team for the City of Calabasas on-call services contract will be managed by staff from our **Woodland Hills** and **Los Angeles** offices. To meet the City of Calabasas's need for responsive environmental consulting services for this On-call Environmental Review Services contract, ESA has assembled a team of management and technical professionals who have excellent and long-standing working relationships with City staff. This combination of proven experience and trusted relationships will eliminate the "learning curve" that other teams may face and will promote efficient collaboration

among all. ESA has the technical expertise and experience among our assigned staff to take on any task that may come from this contract.

**Deanna Hansen**, Director of ESA's Southern California Community Development Group, will serve as the Project Director. She is an experienced senior environmental Project Manager and supervises our local teams that are dedicated to environmental compliance for land development projects. Deanna has managed several on-call contracts that include CEQA/NEPA, regulatory compliance, as well as permitting services for clients, including the our previous contracts with the City of Calabasas, City of Los Angeles, Department of Recreation and Parks, County of Kern, and March Air Reserve Base. Deanna will oversee and orchestrate ESA's comprehensive team resources as described in this proposal. In addition to Deanna, we propose to include **Danielle Griffith** as one of the contract's Project Managers. Danielle has worked intimately with the City of Calabasas staff for environmental

Ms. Mari Hernandez  
May 30, 2014

review purposes and on a number of projects. **Addie Farrell** is proposed as the supporting Project Manager. Addie also has extensive experience working as an on-call project manager for agencies in Southern California. **Monica Strauss** will also be a Project Manager on this contract. She has worked on several on-calls. Last, we submit **Greg Ainsworth** as the City's on-call as needed arborist to attend to the City's specialty arborist services for oak trees and scrub oak habitat.

**Why ESA?** Our team has the reputation, experience, and abilities that differentiate us from other project teams:

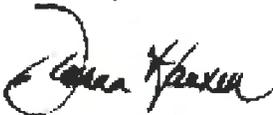
- **Environmental Services.** We focus solely on environmental services. ESA is one of the largest stand-alone environmental firms with our most senior personnel tackling environmental compliance and permitting challenges on a daily basis.
- **CEQA/NEPA Expertise.** We are industry leaders in providing comprehensive CEQA/NEPA compliance assistance. This expertise assists our clients by providing both in-depth technical ability and strategic advice for designing compliance strategies that are appropriate for the situation. We know when a Categorical Exemption is sufficient and when a Purpose and Need section is the most important section in a compliance document.
- **Technical Depth.** Our team provides the full array of technical expertise, including air quality and climate change services; biological surveys; cultural resources surveys; traffic and noise studies; and compliance monitoring. Our technical experts have the knowledge and experience to provide keen peer reviews of technical studies.
- **Responsiveness. We expedite projects and get the job done.** Our managers and technical experts understand the specific regulatory processes, funding cycles, and constraints impacting water and other infrastructure project schedules. We are no stranger to strict deadlines without sacrificing quality.
- **Experience.** Our two designated Project Managers, Danielle Griffith and Addie Farrell, have worked on a number of on-call contracts throughout southern California.

Deanna will serve as Project Director for this contract. Her contact information is:

21650 Oxnard St., Ste. 1680  
Woodland Hills, CA 91367  
P: (818) 703-8600  
[dhansen@esassoc.com](mailto:dhansen@esassoc.com)

We understand that in this era of tight budgets, demanding staff workloads, increasing regulation, and sophisticated stakeholder participation and scrutiny, the City of Calabasas needs an environmental support team with proven success, maturity, and no learning curve. ESA appreciates this opportunity to be considered by the City for environmental support services and is ready to provide the City with our experienced, responsive, and committed senior team. Should you have any questions about our qualifications or scope of work, please call at your earliest convenience.

Sincerely,



Deanna Hansen  
Vice President, Director of Community Development



## Section 2 FIRM'S QUALIFICATIONS



### Description of the Firm

*With diverse technical specialties and multiple offices, ESA is large enough to deliver a full range of services, yet small enough to foster meaningful partnerships and develop a solid understanding of the unique needs of each of our clients.*

Founded in 1969, Environmental Science Associates (ESA), a California Corporation, is a multidisciplinary environmental consulting firm offering services in planning and environmental analysis for a wide range of both public and private clients. ESA has a growing professional staff of over 350 employees. We are a 100% employee-owned company that possesses a reputation of high-quality CEQA and NEPA documentation, environmental technical analysis, permit assistance, and mitigation and construction monitoring.

ESA is a leader in CEQA and NEPA environmental compliance, regulatory permitting, and monitoring services throughout California. We understand that public agencies often face challenges associated with designing and implementing projects while navigating the myriad of regulatory requirements. ESA's proposed team has demonstrated depth and experience with projects that have required a full range of environmental services from inception to completion.

We know from experience that on-call contracts require a responsive team and dedicated project managers with the appropriate specialized technical expertise to staff all required service functions for this contract on an as-needed basis. Our team is organized to concentrate management activities through ESA, providing a centralized program/project control team accountable to the City of Calabasas for all aspects of work under this contract.

**Work with Municipal Clients and Familiarity with Local Conditions.** Under the same leadership as presented in this SOQ, ESA has provided on-call environmental compliance services to the City of Calabasas since 2009. We have worked on 36 task orders that include services related to this contract, such as biological resources, cultural resources, and environmental planning tasks. In addition to assisting the City in preparing a number of CEQA documents, we have provided peer review services for technical reports and other CEQA documents prepared for the City by other firms. We have also prepared the City-wide cultural resources map for internal use

by the planning department, and we have provided peer review for a number of tree surveys, as well as arborist services for the City on an as-needed basis.

We have substantial experience with the unique requirements of an on-call consulting contract. We have also provided on-call services for the City of Los Angeles Department of Recreation and Parks, City of Wildomar, County of Kern, Metropolitan Water District of Southern California, California Department of Water Resources, and Los Angeles Department of Water and Power, among many others. **Table 2-1** showcases some of these on-call contracts and other relevant projects, as well as our demonstrated and proven ability to manage multiple projects.

We foster long-term partnerships with clients and are committed to their success as much as our own. We work with each client to understand their priorities, work style, and desired level of consultant involvement so that together we can achieve success. We fully understand and appreciate the value of strong and trusting client-consultant relationships. Our team understands that it takes dedication, commitment, and good communication to get the job done.

**CEQA and NEPA Services.** For over 45 years ESA has been a leader in CEQA and NEPA compliance throughout the state. ESA's Community Development group is dedicated to providing a broad range of environmental review services for development projects that require CEQA documentation. This includes providing environmental documentation services for a variety of projects, including residential, commercial, and large-scale energy facilities. We've prepared a range of CEQA documents, from Negative Declarations (NDs) and Mitigated Negative Declarations (MNDs) to Project and Program Environmental Impact Reports (EIRs).

**Ability to Mobilize and Provide Responsive As-Needed Services.** ESA's major strength resides in the teamwork and coordination that it takes to conduct effective interdisciplinary environmental analyses. The ESA team often serves in an on-call capacity for its municipal clients and has multiple current on-call assignments that demonstrate our experience and ability to manage these types of efforts. Because of our proximity to the City, we can mobilize biologists, archaeologists, and construction monitors in the field overnight, expedite any necessary field work, or engage regulatory agencies on the City's behalf to keep public works projects moving forward.

#### **Keys to On-Call Service Success:**

Through our many years of managing successful on-call contracts, we have identified the following as important to our clients, including the City of Calabasas:

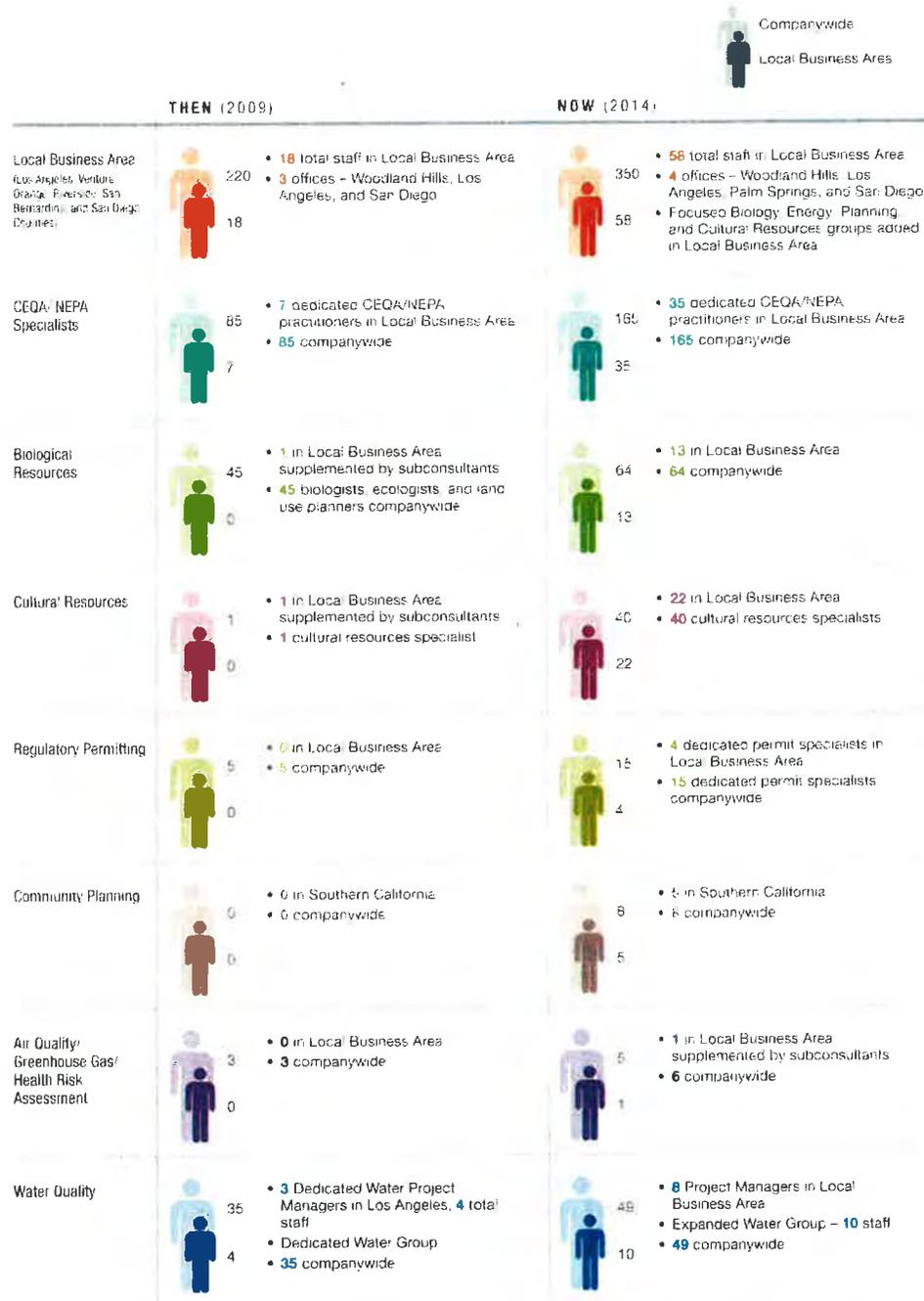
- Project Director and supporting Project Managers—single point of contact with the authority to marshal staff and assign Project Managers to lead technical teams—*ensuring the "right" team for each task delegated by the City.*
- Large in-house technical and production staff—*depth and redundancy.*
- Understanding of the City of Calabasas Planning Division's project processing procedures—*ensuring clear lines of internal communication.*

## Growing for the Right Reasons

The past 5 years have seen tremendous change, not only with our clients, but also at ESA throughout our organization, and in particular in our southern California offices. Our team has grown and evolved—and learned through challenging project work and increased client services. We have strategically developed our staff and

capabilities to better serve our clients. ESA has added tremendous depth in the technical disciplines of planning, biological resources, cultural resources, environmental hydrology/restoration, and compliance monitoring. This deep bench of key personnel has the experience, the expertise, the longevity and professional commitment, and the availability to deliver for this contract's projects.

**Figure 2-1** illustrates—"by the numbers"—what ESA's responsive growth means to the City of Calabasas. We are proud to demonstrate an integrated full-service team, staffed with fewer subconsultants and more "home-grown" ESA employees who bring the City the professional dedication that we know is required to get the job done right.



## ESA's Types of Services

ESA's major strength lies in fostering and managing the teamwork and coordination required to conduct effective interdisciplinary environmental and community planning. We are organized around the market sectors that we service in a manner that facilitates widespread collaboration. ESA organizes its work around two types of specialists: the first being CEQA and NEPA environmental and community planning practitioners who are organized into groups each specializing in a range of similar project types, clients, and issues; and the second being specialized technical practitioners who are organized into groups by area of technical expertise. Our CEQA and NEPA environmental and community planning practice includes groups specializing in community development, water, renewable resources, energy, environmental hydrology, and airports. All of these services are provided by ESA without the use of outside consultants.

- The **Community Development and Planning** group provides environmental and community planning expertise to assist public and private sector entities to develop excellent urban and rural communities and protect the environment in which these communities are located. Its focus is on evaluating the broad range of environmental, economic, social, and place-making factors to assist public and private sector entities to determine appropriate uses of land.

ESA's specialized technical practice includes groups with expertise in biological resources, noise, cultural resources management, air quality and climate change, and traffic and transportation planning.

- ESA's **Biological Resources** group provides expertise in botany and plant ecology, wildlife, habitat restoration and management, sensitive species evaluation, permitting, and mitigation compliance monitoring. The group's experience covers a wide range of project types for public and private clients throughout the state, from large-scale vegetation mapping to site-specific permits. Our biologists are focused on meeting client needs, including analysis, documentation, permitting, and mitigation and construction monitoring.
- For over 45 years, ESA has provided comprehensive **Noise** consulting services to municipal governments, highway, and transportation agencies, parks agencies, airport authorities, and private sector developers. Our Noise group offers a broad array of tools to characterize existing and projected noise conditions; potential noise-related nuisance and health issues; feasible noise attenuation (including design alternatives, traffic and operations management measures, and noise barriers) and their likely effectiveness; and mitigation requirements based on local, state and/or federal noise compatibility criteria. We have firsthand experience at assessing noise impacts related to recreational uses (such as playgrounds, sports fields, skate parks, basketball courts, and tennis courts) and understand community sensitivity toward this issue.
- Our **Cultural Resources Management** group includes archaeologists, historians, and ethnographers focused on providing technically superior, legally defensible, and culturally/historically sensitive solutions, while expediting necessary agreements and permits with federal, state, and local agencies; Native American tribal entities; and other interested parties. Whether it's reuse of historically significant structures, a water supply pipeline that traverses lands containing multiple Native American sites, or coordination of projects involving both CEQA and Section 106 of the National Historic Preservation Act, ESA is able to tackle each situation with appropriate analyses leading to mitigation strategies and agreements tailored to successful project implementation. Known for our successful relationships with regulators and stakeholders, ESA's cultural resources team is able to facilitate document preparation and processing to both meet project deadlines and ensure that sensitive sites are protected.

- **ESA's Air Quality and Climate Change** group provides on-point solutions to the air quality and climate change challenges faced by a broad array of project types. The group provides the full range of air quality assessments, including all forms of modeling, greenhouse gas calculations, carbon footprint analyses, and health risk assessments related to airborne pollutants, including diesel particulate emissions. ESA is a registered assessor with the California Climate Action Registry, and our team has expertise in all relevant modeling. Complementing our air quality and climate change programs, ESA provides comprehensive sustainability planning programs to reduce water and energy consumption, air emissions, and streamline waste systems and maximize diversion of wastes to ensure the long-term viability of projects and initiatives.
- **ESA's Traffic and Transportation Planning** group provides expertise in the evaluation of highway and rail transportation improvements, preparation of traffic impact analyses, and peer reviews of the adequacy of traffic studies for inclusion in CEQA and NEPA documents.

## Project Experience

*“ESA has been responsive to expedited project schedules involving multiple agencies with the required staff and expertise to produce top quality legally compliant documents. They are considered one of our best on-call consultants.”*

Paul J. Davis,  
Environmental Specialist  
City of Los Angeles  
Department of  
Recreation & Parks

Since ESA was founded, we have evolved into a broad-service environmental science and planning firm committed to effective problem-solving and integrated planning solutions throughout the western United States. We assist clients in the earliest phases of project conception and alternatives screening, through environmental review and regulatory approval to project implementation. We are committed to providing excellent technical and strategic environmental support services tailored to meet our client's unique requirements.

ESA's reputation for responsive service, technical excellence, and quality work has allowed us to establish strong long-term relationships with our clients. Our team of experts work closely with our clients to determine how best to meet their needs, serving variously as adjunct staff in a partnership role, or simply providing assistance while staying in the background, depending on the needs of the client and project. Open communication is particularly important in this era of tight budgets, demanding staff workloads, increasingly complex regulations, and sophisticated stakeholder participation and scrutiny, and this is where our project management team delivers and produces proven results.

We have compiled information describing projects that demonstrate relevant experience pertaining to the types of projects and environmental issues anticipated under the City of Calabasas on-call contract. Our showcased experience is provided below.

**TABLE 1-1: PROJECT EXPERIENCE**

**ESA Relevant Experience**



**City of Calabasas, On-call Environmental CEQA.** Under an on-call contract with the City of Calabasas, ESA provides CEQA document preparation, geotechnical studies, biological assessments and other technical reviews, review of proposed projects and documentation from other jurisdictions surrounding the City, and compliance monitoring and reporting regarding approved mitigation measures. ESA staff provides oak tree damage assessments for the code enforcement department, reviews tree reports prepared by City-approved arborists, and provides oak tree damage and appraisal reports. ESA successfully completed 36 task orders under this contract.



**City of Calabasas, Calabasas Highlands Summit Drive BA.** ESA prepared a biological assessment for a single family home in the City of Calabasas. ESA conducted a search and review of the California Natural Diversity Data Base (CNDDDB, May 2008) within an approximately 10-mile radius of the Calabasas Highlands Summit Drive property. The CNDDDB provided a list of special-status plant and wildlife species that have been recorded in the vicinity of the project site. A field survey was conducted on foot throughout the area, affording near 100 percent visual coverage for the project site. The review of the CNDDDB revealed the recorded occurrences of 30 special-

status plant species, 38 special-status wildlife species, and 13 natural communities of special concern. The proposed project site is composed of compacted surface soils and modified stabilized slopes supporting a mostly non-native ruderal plant community that does not represent suitable habitat or conditions for any of the special-status plant species listed in the CNDDDB. None of the special-status plant species listed in the CNDDDB or any other special-status plant species were observed during field reconnaissance of the proposed project site.



**City of Calabasas, Village at Calabasas Addendum Review.** ESA reviewed technical studies and prepared an Addendum to support the Revised Village at Calabasas Project. The 2008 Certified EIR involved the development of 79 residential condominiums, 13,135 square feet of commercial space, and a total of 302 parking spaces that would be provided on-site through a combination of surface parking and an underground parking garage. In comparison, the Revised Project includes 80 residential units and up to 11,700 square feet of neighborhood-serving commercial uses along with a total of 294 parking spaces, 90 of which would be provided in a subterranean garage.



**City of Pico Rivera, Pico Rivera General Plan Update.** ESA is currently preparing a comprehensive update to the City's General Plan and Zoning ordinance. Key issues in this maturing community include addressing compliance with State laws adopted since the existing General Plan's 1993 adoption; incorporation of the completed, but not yet adopted, 2007–2013 Housing Element into the General Plan, including appropriate revisions to proposed land uses to accommodate future housing for all economic segments of the community while setting the stage for adoption of the 2013–2020 Housing Element; economic development and planning

for improvements to aging commercial and employment districts; addressing the needs for in-fill development brought about by housing and economic development programs; incorporating the provisions of the City's Master Plan for Parks into the General Plan; restoration of lands along the Rio Honda and San Gabriel River, including rehabilitation of an abandoned campground and access improvements for the Pico Rivera Sports Arena, both of which are within U.S. Army Corps of Engineers (USACE) land leased to the City; re-establishing equestrian-oriented recreational uses along the two rivers bounding the City; improving local mobility and addressing the changes that will be brought about by the introduction of light rail transit service; and addressing sphere of influence issues in relation to AB 244.



**Department of Toxic Substance Control, TSC, Santa Susana Field Laboratory EIR.** The Santa Susana Field Laboratory is a former rocket engine test, nuclear, and liquid metals research facility located on a 2,849-acre portion of the Simi Hills in Simi Valley, California. The use of hazardous substances at the field laboratory, such as trichloroethylene and other solvents, heavy metals, and radioactive material, have resulted in soil and/or groundwater contamination. The field laboratory is currently the focus of a comprehensive environmental investigation and cleanup program, conducted by Boeing, the U.S. Department of Energy (DOE) and the National Aeronautics and Space Administration (NASA), and overseen by the Department of Toxic Substances

Control (DTSC). ESA is preparing a Program EIR which will evaluate soil and groundwater remediation activities. Because there are multiple responsible parties with separate cleanup actions, the Program EIR will provide a framework for tiered environmental documents to be prepared to address the development and refinement of remediation approaches and actions.



**City of Carson, Porsche Experience Driving Center EIR.** ESA prepared an EIR for development of the Porsche Experience Driving Center, which is located on a former landfill in the City of Carson and now under construction. The project, in which DTSC served as a responsible agency, included an analysis of implementing a Feasibility Study/Remedial Action Plan, which identified and evaluated remedial alternatives and presented the property owner's preferred remedial action addressing the landfill cover and gas control systems for the soil and waste prism (including landfill gas) components at the project site.

The project applicant is developing a driving-experience center comprising a driving skills course and a 65,000-square-foot Operations Building with an adjacent parking lot with 245 parking stalls. The driving skills course would cover most of the site. The roadway portions of the driving course would consist of two handling circuit/course tracks (outside and inside), an acceleration/deceleration area, a "kick plate" area, an off-road playground, an off-road hill, dynamic area, a dynamic pad, an ice/low-friction course, and a second, low-friction course. Also, two additional overflow and staff parking areas, to accommodate additional visitor and staff vehicles would be located on the southwest corner and in the central portion of the site.



**Kern County Solar Projects EIRs.** ESA has prepared or is preparing EIRs several solar photovoltaic (PV) projects in the desert region of Kern County. The project sites range from 324 acres to 5,400 acres. All the projects are on a "fast track" schedule with the expectation of certification in 9 to 12 months. In addition to preparing the EIRs, ESA is reviewing all technical reports for adequacy and compliance with CEQA requirements. Technical reports include: agricultural conversion, aesthetics, air quality, biological resource, cultural resources, GHG, noise, and traffic. Unique challenges include preparing all the CEQA documentation on similar schedules and coordinating with the County and multiple applicants. Each project is summarized provided below.

- **Rosamond Solar SGS Project** (650 MW on 5,400 acres)  
The project kicked off in February 2010 and the Final EIR was completed and approved by the Kern County Board of Supervisors in November 2010.
- **Antelope Valley Solar Project** (650 MW on 4,782 acres)  
The project kicked off in March 2010 and the Final EIR was completed and approved by the Kern County Board of Supervisors in August 2011.
- **RE Distributed Solar Projects** (214 MW on 1,709 acres)  
The project kicked off in January 2011 and the Final EIR was completed and approved by Kern County Board of Supervisors in December 2011.
- **Beacon Solar Photovoltaic Project** (250 MW on 2,301 acres)  
The Notice of Preparation (NOP) was circulated in January 2012 and the Final EIR completed and approved by Kern County Planning Commission in September 2012.
- **Pioneer Green Solar Project** (125 MW on 720 acres)  
The NOP was circulated in January 2012 and the Final EIR completed and approved by Kern County Planning Commission in February 2013.
- **Kingbird Photovoltaic Project** (40 MW on 324 acres)  
The Draft EIR was circulated in 2013 and was approved in January 2014.
- **Fremont Valley Preservation Project** (1,008 MW on 4,806 acres)  
A Draft EIR was circulated for public review in November 2013. The Final EIR was approved by the Kern County Planning Commission in January 2014 and is pending approval by the Kern County Board of Supervisors.
- **Rosamond Solar Array** (148 MW on 1,175 acres)  
The Draft EIR was circulated for public review in early 2014. The Final EIR is planned for spring 2014.
- **Willow Springs Solar Array** (150 MW on 1,402 acres)  
The NOP is currently under preparation and a Draft EIR is planned for public circulation in summer 2014.
- **Clearwater and Yakima Solar Projects** (two separate 20 MW projects on 167 and 262 acres)  
The project kicked off in April 2013 and the Final EIR was approved by the Planning Commission in January 2014.
- **Astoria Solar Project** (175 MW on 1,520 acres)  
Initial Study (IS)/NOP under preparation. Draft EIR scheduled for circulation summary 2014.
- **Redwood Cluster Solar Project** (135 MW on 633 acres)  
A Draft EIR is planned for public circulation in late spring 2014.
- **SEPV Mojave West Solar Project** (20 MW on 180 acres)  
The IS/NOP was circulated for public review in February 2014. A Draft EIR is planned for summer 2014.



**March Joint Powers Authority, On-call Environmental Services.** ESA is working closely with March Joint Powers Authority (JPA) providing strategic guidance and overall environmental compliance management and litigation support. ESA also provides consulting services to support proposed business park, healthcare, and aviation activities. In addition to CEQA documentation and peer review, the projects include construction air quality impact analyses, operational air quality impact analyses, health risk assessments, cumulative air quality impacts, air quality and dispersion analysis relative to air emissions for airport-related activities, and formulating appropriate mitigation measures relative to airport and business park activities.

Projects for March JPA to date include:

- **Fresh and Easy Subsequent EIR** – Fresh & Easy's Riverside distribution and warehouse is located at the March Business Center (now known as Meridian). The Fresh & Easy facility receives, sorts, prepares, repackages, stores, and distributes food and household products that will serve approximately 550 stores throughout California, Arizona, and Nevada. Phase I of the facility (approximately 776,304 square feet) was built in 2006 after March JPA determined the project was exempt under CEQA and consistent with the Business Center Specific Plan. ESA prepared a Subsequent EIR to address an approximately 1,141,600-square-foot expansion. ESA provided technical reports regarding air quality, noise, and GHGs. ESA also provided technical expertise regarding traffic impacts, biological resources, hazardous material impacts and hydrology. Unique challenges include addressing air quality impacts over five air districts. Key environmental issues included traffic, air quality, and GHG emissions.
- **March LifeCare Campus Specific Plan Addendum** – ESA prepared the environmental documentation for a Master Plot Plan implementing the March LifeCare Campus Specific Plan. The overall project proposes an integrated healthcare facility to be developed on 236 acres of the former March Air Reserve Base. Included in the submittal package for the Master Plot Plan and associated plans would be an initial study to assist in determining whether the proposed development falls within the scope of the previously certified March LifeCare Campus Specific Plan Final Program EIR. To assist March JPA in providing the appropriate environmental determination, ESA will review the Master Plot Plan and associated plans, the certified Final Program EIR, and the Specific Plan. Based on this determination, ESA prepared the appropriate environmental documentation for the Master Plot Plan and associated plans.

- **U.S. Vets Transitional Housing Project** – ESA prepared an Addendum to March Lifecare Campus Specific Plan EIR to address a proposed U.S. Vets facility.
- **Project Sunfield Initial Study/MND** – ESA completed CEQA documentation and technical studies for Project Sunfield, located within the March Business Center (Meridian). Project Sunfield included the development of an approximately 208,000-square-foot building that included food processing operations, ancillary office areas, and a refrigerated warehouse. The technical analyses also considered the General Conformity Analyses conducted at March ARB (1977/2004), and the 2005 Air Installation Compatible Use Zone (AICUZ) Study for March ARB.
- **Project Garden Initial Study/MND** – ESA completed CEQA documentation and technical studies for Project Garden, located within the March Business Center. ESA provided construction/operation air quality impact analyses, health risk assessment, cumulative air quality assessment, air quality and dispersion analysis relative to air emission for airport-related activities, and formulated appropriate mitigation measures relative to airport and business park activities.



**Saddle Crest Homes, Orange County.** The Saddle Crest project includes the development of 65 residential homes on an approximately 113.7-acre site. The EIR documented potential impacts associated with implementation of the project, including amendments to the Foothill/Trabuco Specific Plan (F/TSP) and the Orange County General Plan to allow for a clustered design on the site and update methodology for analyzing traffic impacts in the project area. The EIR also includes a side-by-side analysis of a nonclustered scenario that meets all the requirements of the F/TSP. The project includes the providing approximately 79.6 acres (70

percent) of the site as open space. ESA provided technical reports for air quality, cultural resources, greenhouse gas, and noise. Key issues for the EIR included impacts associated with: biological resources, traffic, and growth inducement associated with the specific plan and general plan amendments.



**Irvine Ranch Water District, Jackson Ranch.** ESA prepared a Negative Declaration for the purchase of a portion of the Jackson Ranch property by Irvine Water District and its associated rights to water and water banking participation. The Jackson Ranch consists of 1,938 acres located within the Dudley Ridge Water District in Kings County, California



**City of Los Angeles Department of Recreation and Parks As-Needed Environmental Services.** ESA provides as-needed environmental services to City of Los Angeles Department of Recreation and Parks (LARAP) to prepare environmental documents and perform assessments and resource monitoring for proposed and existing parks throughout the city. Projects include:

- **Hansen Dam Skateboard Park EA/MND:** DRP proposed the construction and operation of a 25,000-square-foot skate plaza in the Sun Valley community of the City of Los Angeles. The approximately two-acre site is located immediately adjacent to Interstate 5 (I-5).
- **City of Los Angeles Costello Pool and Bathhouse Replacement EIR:** ESA prepared an EIR for the Lou Costello Recreational Center. The pool and bathhouse facilities, located on East Olympic Boulevard in east Los Angeles, are considered historically significant. ESA worked closely with the City of Los Angeles to develop alternatives that would preserve the resources. The new swimming pool provides a modernized swimming and diving facility, including a wash pad complete with shower towers. The new bathhouse facility includes a staff entry pavilion with reception desk, outdoor changing stalls, benches, outdoor lavatory, and large storage pavilion.
- **Anthony C. Beilenson Park Special Needs Park (Dodger Field):** ESA prepared a joint EA/FONSI and MND for the USACE and LARAP for a wheelchair-accessible softball field within the Sepulveda Basin Recreation Area of Anthony C. Beilenson Park, now renamed "Barry A. Sanders Sports Field." ESA worked closely with the LARAP and USACE, who owns the land as part of the Sepulveda Flood Basin. ESA provided support to the agencies through the duration of this project, over multiple years and through last-minute project changes, and delivered on schedule.
- **Sheldon Skate Plaza IS/MND:** LARAP manages land used for recreational purposes in the Hansen Dam basin that is owned by the USACE. The LARAP proposed the construction and operation of a 10,000-square-foot skate park on an approximately one-acre site within the Hansen Dam Recreation area. The skate park was to be funded in part by Proposition 40 funds and would meet an identified recreational need in the community. ESA prepared a joint EA/MND to satisfy the needs of both LARAP and USACE. The document evaluated the potential environmental effects of the poured-in-place concrete skate park and associated improvements.
- **Griffith Park Performing Arts Center:** As part of the City of Los Angeles Proposition K funding, LARAP is proposing to construct improvements within Griffith Park to include an Outdoor Performing Arts Center, restrooms, Americans with Disabilities Act (ADA) path and bridge, and improvements to an existing walking path and parking area.



**Los Angeles Department of Water and Power On-Call Environmental Services.** ESA is supporting the Los Angeles Department of Water and Power (LADWP) by providing a full array of environmental services to the Office of Environmental Planning and Assessment under a three-year on-call services contract. ESA can easily respond to a wide range of planning, permitting, and compliance needs for capital projects, as well as for routine and emergency operations and maintenance activities with qualified technical experts in all environmental disciplines. To date, ESA has responded to 35 individual task order assignments worth a total of over \$3 million for projects involving CEQA, as well as construction and mitigation monitoring, technical studies, and pre-construction surveys. ESA is currently

preparing EIRs for two water pipeline replacement projects and for a new controversial distributing station project. Additionally, we are conducting mitigation monitoring and pre-construction surveys for several active and pending construction projects, including: Silver Lake Reservoir Complex Storage Replacement and River Supply Conduit 1a, Scattergood-Olympic Transmission Line, Path 46 Transmission Line, and Haskell Canyon Switching Station. ESA is also in the early phases of preparing an EIR for the Owens Lake Master Project. ESA's flexibility and ability to integrate multiple resources has been exemplified by our responsiveness to construction monitoring and compliance tasks. We have prepared construction mitigation and monitoring plans to ensure regulatory compliance in multiple disciplines, including: air quality, biological resources, cultural resources, noise, and traffic.



**California Department of Water Resources On-Call Environmental Services.** ESA is providing Environmental Planning Services to the California Department of Water Resources (DWR), through a multiyear, on-call contract on a range of projects within the Southern Division of the California State Water Project system. ESA has provided services including strategic environmental planning, impact assessment, NEPA/CEQA compliance, biological and cultural surveys, mitigation planning, and

permitting. Below is a summary of some of the projects that ESA has assisted with that are in addition to the three major projects summarized separately:

- East Branch Enlargement
- Perris Dam Remediation Program
- East Branch Extension Phase II (EBX)
- Crafton Hills Reservoir and Pipeline
- Templin Highway Culvert Repair
- Pyramid Lake and Castaic Lake Creel Surveys
- Piru Creek Gaging Station Biological Evaluation/Biological Assessment
- Arroyo Toad Monitoring Plan for Middle Piru Creek
- Bridge Historical Evaluations
- Pearblossom Solar CEQA
- Perris Dam Emergency Release Facility

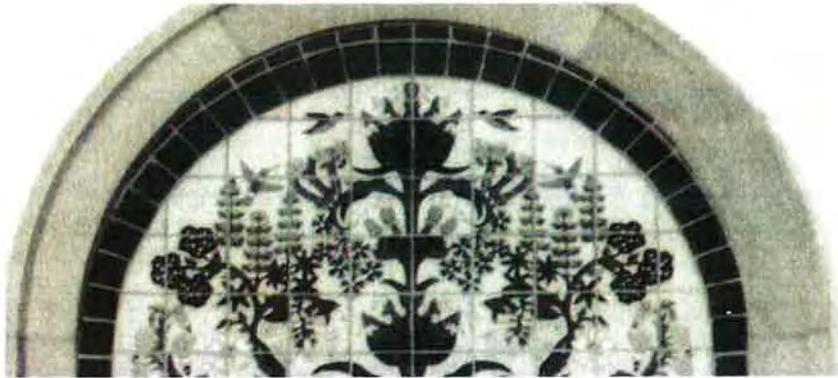


**Metropolitan Water District of Southern California As-Needed Environmental Planning Services.** ESA is providing general environmental services to Metropolitan Water District of Southern California (MWD), including CEQA review, permitting, and specialized biological and cultural resources surveys. ESA has been providing on-call environmental services to MWD since 2002. The majority of environmental work performed by ESA on MWD's behalf involves environmental monitoring and documentation of the construction of new water treatment and conveyance facilities to ensure the reliability of MWD's water supply. Much of ESA's work required

immediate response in a prompt and resourceful manner, particularly as it relates to field monitoring activities. ESA conducted regular monitoring of construction projects at Joseph P. Jensen Filtration Plant, the Henry J. Mills Plant, F.E. Weymouth Plant, and Lake Mathews facilities. Other major projects include:

- OC-88 Energy Savings Modifications Project MND
- Colorado River Aqueduct (CRA) Conveyance Reliability Program MND and Addenda
- Lake Mathews Restoration Enhancement Program
- Copper Sulfide MND
- Jensen Solids Dewatering and Lagoons Project
- Addendum No. 1 to the EIR for Jensen Solids Dewatering and Lagoons Project
- Various Addendums to the Final EIR for F.E. Weymouth Filtration Plant Ozonation Facilities and Site Improvements Program
- Mitigation Monitoring
- CEQA Administrative Support





## Team Experience

For more than 45 years, ESA has been preparing environmental documentation for various projects in compliance with CEQA and NEPA. Since 1969, our firm has expanded its service to include not only CEQA/NEPA compliance documents, but also specialty services, such as the extension of staff, planning services, mitigation compliance monitoring and reporting, and other expert environmental review and reporting work. These services are provided by our staff of approximately 350 professional planners and scientists.

To meet the City of Calabasas’s need for responsive environmental consulting services for the On-Call Environmental Review Services contract, ESA has assembled a team of management and technical professionals who have excellent and long-standing working relationships with City staff. This combination of proven experience and trusted relationships will eliminate the “learning curve” that other teams may face and will promote efficient collaboration among all. ESA has the technical expertise and experience among our assigned staff to take on any task that may come from this contract. Consequently, our team includes no subcontractors. The following provides a preview of ESA’s Project Management Team.

## Project Management Team

We have identified a **Management Team** to support this on-call. The management team includes Deanna Hansen as Project Director and Danielle Griffith, Addie Farrell, Greg Ainsworth, and Monica Strauss as our team of Project Managers. Below is a preview of ESA’s Project Management Team.



### Deanna Hansen | Project Director

Deanna, Vice President and Director of Southern California Community Development, has over 20 years of environmental consulting experience for a wide variety of projects, including recent and on-going experience managing master/on-call contracts with March Joint Powers Authority, the City of Los Angeles Department of Recreation and Parks, Port of Long Beach, and the County of Kern Planning and Community Development Department. With her extensive project management and on-call contract management experience, Deanna will provide strategic guidance, broad-based planning and environmental assessment

*Deanna has successfully managed numerous on-call contracts for both public and private clients*

knowledge, high-quality work, and schedule and budget efficiency. She will maintain effective communication with City staff and the ESA team and track ongoing work progress and quality. She will be available for meetings when needed and will facilitate the team's progress on project work for the City.



*Danielle's environmental experience includes a variety of residential, commercial, and mixed-use projects.*

### Danielle Griffith, JD | Project Manager

Danielle has over 12 years of progressively responsible experience in planning, environmental planning, and analysis. Danielle has broad experience and legal and technical expertise in environmental and land use issues. For the past several years, she has worked as a Project Manager leading large, interdisciplinary consultant teams in environmental planning efforts for a variety of residential, commercial, industrial, and mixed-use land development projects throughout southern California. She also has experience in developing long- and short-term plans for land use, growth, and revitalization of urban, suburban, and rural communities. Additionally, she has written and reviewed a variety of environmental planning documents, including technical reports. She has worked for both public agencies and private companies.

She has extensive experience in working on a variety of projects in Los Angeles County. Additionally, Danielle's on-call experience includes the City of Los Angeles Department of Recreation and Parks As-Needed Environmental Services, California Department of Water Resources On-Call Environmental Services, Los Angeles Department of Water and Power On-Call Environmental Services and On-Call Services for the City of Wildomar.



*Addie has been a project manager on several on-call contracts, including residential and commercial redevelopment projects.*

### Addie Farrell | Project Manager

With over 9 years of experience, Addie's primary role has been in the management and preparation of a variety of environmental documents subject to the requirements of both CEQA and NEPA. She has managed a variety of EIRs, NDs, and Environmental Assessments for projects primarily in the southern California region. She has also managed a series of Community Impact Assessments and projects subject to consideration of socioeconomic and environmental justice issues. Her specific project experience includes residential and commercial redevelopment, remediation, and military projects including base reuse, among others. Her skill set includes strong technical proficiency, public speaking experience, and collaborative problem-solving with multiple stakeholders.

She has been the project manager on several on-call contracts for March Joint Powers Authority, Kern County, City of Los Angeles Department of Recreation and Parks, and others.



*Greg has worked on the City's on-call and is familiar with the area and its species*

### Greg Ainsworth | Technical Service Project Manager

Gregory Ainsworth directs the Southern California Biological Resources Group from our Woodland Hills office. Greg has provided biological resource consulting on numerous community development, solar and wind development, infrastructure, and water agency projects. He is a certified arborist and wetland delineator and an approved biologist on several city- and county-approved lists. Greg's technical strengths include biological resource and fatal flaw assessments, rare plant surveys and vegetation mapping, special-status wildlife surveys, avian risk assessments, native plant restoration, wetland delineations, and permitting. He has worked on numerous projects involving CEQA and the Endangered Species Act and has extensive knowledge of habitats found between the California deserts and the coastal shoreline. Greg is the City of Calabasas's on-call arborist. His services include providing oak tree damage assessments for the Code Enforcement Department, review of oak tree reports prepared by City-approved arborists, and preparation of oak tree damage and appraisal reports.



*Monica has worked on or managed several large-scale on-call contracts in southern California.*

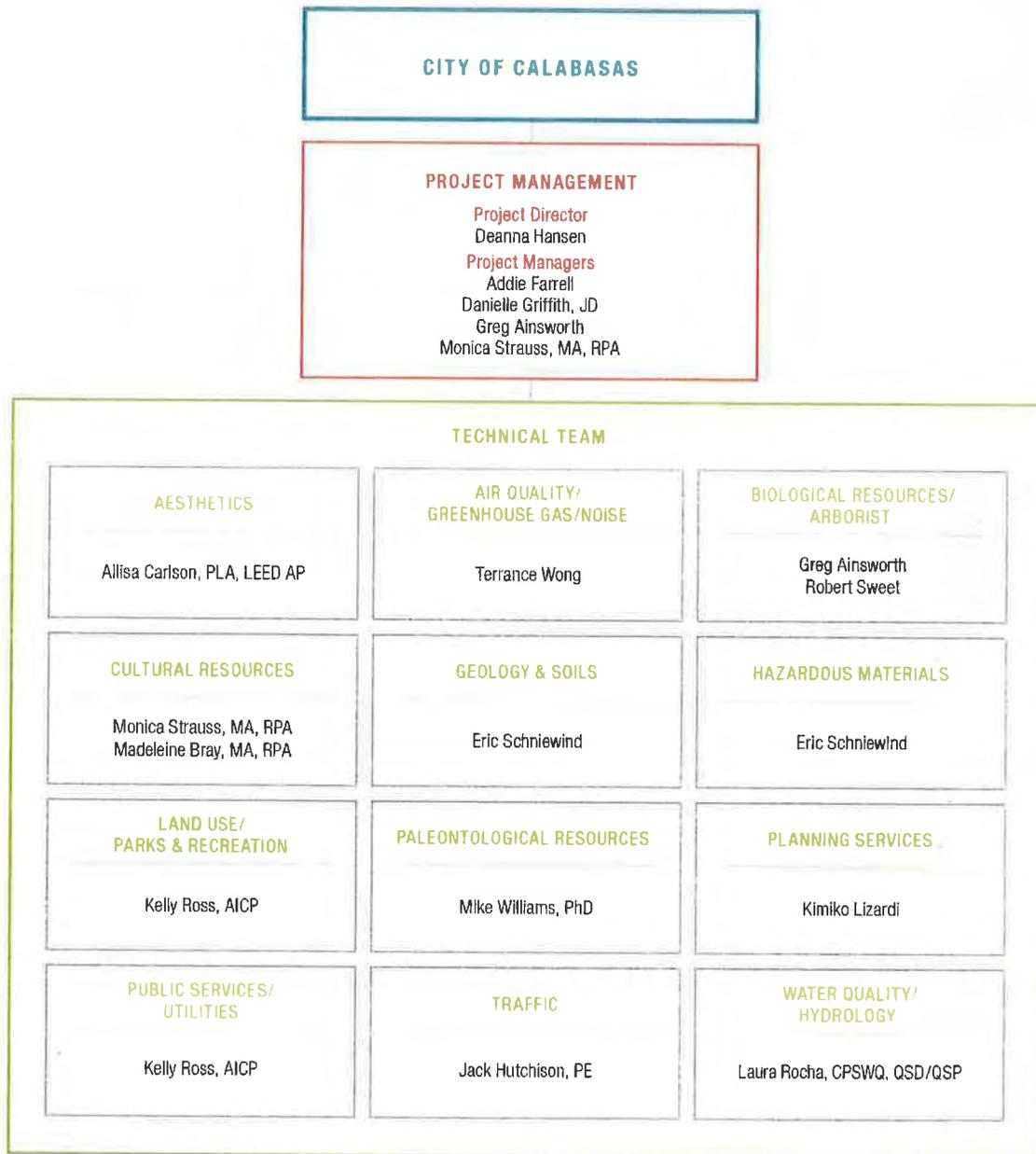
### Monica Strauss, MA, RPA | Technical Service Project Manager

Monica has 17 years of experience in cultural resources management and has directed numerous archaeological investigations throughout southern California. She directs prehistoric and historic field and research projects for public agencies and private developers and is proficient in CEQA and Section 106 compliance. Several of her recent projects include oversight of Phase I studies and compliance monitoring for residential and commercial development, water infrastructure, and renewable energy projects in Los Angeles, Orange, Kern, and Riverside Counties, many requiring state or federal agency coordination. She manages a staff of cultural resources specialists who conduct various types of cultural resources compliance, including Phase I surveys, construction monitoring, Native American consultation, archaeological testing and treatment, historic resource significance evaluations, and data recovery programs. Monica has prepared technical documents meeting the requirements of federal, state, and local agencies in support of CEQA and Section 106 as well as cultural resources components for General and Specific Plans.

## Technical Team

In addition to our experienced Project Management Team, we have structured a Technical Team that conducts a full range of technical studies, peer review of applicant supported technical documents, and individual technical sections to support CEQA/NEPA documents. **Figure 3-1** is an organizational chart that depicts the overall Project Management and Technical Team proposed for this contract. **Table 3-1** provides a summary of the lead Technical Team for the City of Calabasas's On-Call Environmental Review Services contract.

**FIGURE 3-1: ORGANIZATIONAL CHART**



**TABLE 1-1: TECHNICAL TEAM**

Name	Expertise Relative to City Needs
<p><b>Madeleine Bray, MA, RPA</b>  <i>Role: Cultural Resources</i></p> <p>12 Years of Experience</p>	<p>Madeleine is an archaeologist and cultural resources Project Manager with 12 years of survey, excavation, and mapping experience related to historically significant sites. She has managed numerous projects in California in compliance with CEQA and with Section 106 of the National Historic Preservation Act, including Phase I surveys, site significance testing and evaluation, mitigation recommendations, and archaeological construction monitoring. She has worked extensively throughout southern California, with particular experience in the context of the Mojave Desert and other California deserts, historic mining sites, and historic artifacts. She has also worked on residential developments.</p>
<p><b>Allisa Carlson, PLA, LEED AP</b>  <i>Role: Aesthetics</i></p> <p>7 Years of Experience</p>	<p>Allisa is a licensed Landscape Architect with 7 years of experience in design and planning, including restoration planning and design, trail design, visual resource management and GIS analysis, park planning and design, recreation planning, multimodal transportation planning, public involvement, vegetation monitoring, and scenic byway planning.</p>
<p><b>Jack Hutchinson, PE</b>  <i>Role: Traffic</i></p> <p>34 Years of Experience</p>	<p>Jack has 34 years of experience in transportation analysis, ranging from planning-level impact analyses to operations and design evaluation. He has extensive experience in transportation analysis and provides critical peer review analyses to ensure compliance with CEQA and NEPA requirements. Jack's projects include residential, retail, industrial, and manufacturing facilities; quarries; aviation facilities; energy facilities; government and institutional facilities; parks; water infrastructure; and specific plans.</p>
<p><b>Kimiko Lizardi</b>  <i>Role: Planning Services</i></p> <p>12 Years of Experience</p>	<p>Kimiko has extensive experience managing large-scale specific plan and community plan efforts for various counties and cities. She has been directly responsible for all aspects of project management on individual projects, including client communication, subconsultant management, project team coordination, document development and quality control, agency and citizen communication and coordination, meeting facilitation, hearing presentations, and budget and schedule tracking. Her knowledge and experience with government codes, policies, and regulations, combined with her ability to work effectively with staff, developers, and stakeholders, adds value to the projects in which she is involved.</p>
<p><b>Laura Rocha, CPSWQ, QSD/QSP</b>  <i>Role: Water Quality/Hydrology</i></p> <p>9 Years of Experience</p>	<p>Laura provides environmental management services with a focus in water quality/water resources in the southern California region. She is a Certified Professional in Storm Water Quality (CPSWQ) and a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer/Practitioner. In addition, Laura contributes to a variety of tasks related to the preparation and management of environmental documents, including technical reports pursuant to the CEQA and NEPA for commercial, residential, mixed-use, and water infrastructure projects.</p>
<p><b>Kelly Ross, AICP</b>  <i>Role: Public Services            Utilities/Land Use/Parks and Recreation</i></p> <p>11 Years of Experience</p>	<p>Kelly is a professional planner with experience contributing to and managing numerous planning and environmental documents related to general and specific plans, and commercial, residential, industrial, and mixed-use projects located throughout northern and southern California. In addition to her extensive experience with residential and commercial projects, she has been involved with projects that have entailed the conversion of agricultural land to nonagricultural uses and water infrastructure projects. She has a broad-based understanding of local government issues with an emphasis on land use planning and policy, visual quality, cultural and historic resources, public utilities and services, and population and housing.</p>
<p><b>Eric Schniewind</b>  <i>Role: Geology and            Soils/Hazardous Materials</i></p> <p>19 Years of Experience</p>	<p>Eric has 19 years of experience as a geologist, hydrogeologist, hydrologist, and hazardous materials specialist in environmental consulting. His technical background includes geotechnical engineering, soil, and groundwater contamination investigations, environmental remediation planning and implementation, and Phase I site assessments.</p>
<p><b>Robert Sweet</b>  <i>Role: Biological            Resources/Arborist</i></p> <p>6 Years of Experience</p>	<p>Robert (or Robbie) has a variety of experience in habitat assessments and the ecology of wildlife, plants, and vegetation communities. He conducts surveys in a variety of locations throughout California that contain diverse habitats. These projects have included focused rare plant surveys in the Coachella Valley, coastal southern California, and northern California. He has conducted surveys for a diverse range of wildlife, documented the results in a variety of technical documents, and conducted monitoring on both small and large projects. His wildlife experience has been related to avian and reptile species, including least tern, western snowy plover, burrowing owl, blunt-nosed leopard lizard, and giant garter snake.</p>
<p><b>Michael Williams, PhD</b>  <i>Role: Paleontology</i></p> <p>13 Years of Experience</p>	<p>Michael Williams is a professional paleontologist with over 13 years of experience in the field. He has experience working in all aspects of paleontological mitigation, including Phase I preconstruction surveys; attending pre-grade meetings; preparing and presenting on-site Worker Environmental Awareness Programs; monitoring for paleontological resources and supervising paleontological monitoring; coordinating spot-checks and monitoring with construction superintendents and foremen; collecting and processing sediments for vertebrate microfossils; preparing paleontological assessment reports, EIRs/EISs, and paleontological mitigation plans; and accessioning fossils to the Natural History Museum of Los Angeles County, San Bernardino County Museum, and the Cooper Center in Orange County.</p>

Name	Expertise Relative to City Needs
<p><b>Terrance Wong</b>  <i>Role: Air Quality/ Greenhouse Gas/ Noise</i></p> <p>9 Years of Experience</p>	<p>Terrance specializes in air quality and noise assessment, but he also possess strong experience preparing general CEQA and NEPA analysis. His qualifications also extend to the preparation of climate change analyses for environmental documents, including calculations associated with generating a GHG inventory for a variety projects.</p>



## General Approach

ESA has worked with the City of Calabasas for 9 years and is extremely familiar with the City's internal practices. Our approach is to ensure a project is provided the attention required to implement a successful project, it is properly vetted through a detailed quality assurance/quality control (QA/QC) process, and the project schedule and budget are maintained.

### 4.1. Project Management

The CEQA/NEPA Management Team is composed of ESA's overall Project Director, Deanna Hansen, and Project Managers Addie Farrell and Danielle Griffith. Greg Ainsworth and Monica Strauss will serve as the technical services Project Managers. Additionally, the team is composed of a cadre of specialists who represent the environmental resource areas that correlate most closely with the key issues the City will likely encounter when processing a variety of projects. While Deanna is the overall Contract Manager who will provide individual project oversight, Addie, Danielle, Greg, and Monica will oversee the technical experts and provide effective structure for enhancing communication and consistency across the technical disciplines. Upon execution of the on-call contract, Deanna, Danielle, and Addie will be the initial points of contact for the City. They will delegate the tasks to the most appropriate discipline-specific technical leads and will oversee the completion of tasks and milestones throughout the life of the project. They will coordinate regular project status meetings with the Technical Team and the City's Project Manager. This is a key component of ESA's management approach. Teleconferences are typically the most efficient, with face-to-face meetings as required by the pace of project activities.

In addition to our CEQA/NEPA environmental document Project Managers, we have included two key technical staff Project Managers as part of our Management Team. Greg Ainsworth directs the Southern California Biological Resources Group and is a certified arborist and wetland delineator, and an approved biologist on several city- and county-approved lists. He will oversee all arborist services, provide seamless oversight of our team of highly qualified biologists, lead biological permitting efforts to ensure projects are ready for implementation, and marshal staff and oversee construction-monitoring activities.

Monica Strauss directs numerous cultural resources investigations as the Southern California Cultural Resources Director. She has worked the majority of her career on historic and prehistoric archaeological sites and historic-period infrastructure in Los Angeles County. She will direct the cultural resource team to provide prehistoric and historic archaeological historic architectural and paleontological resources studies, archaeological and paleontological resources monitoring, and Native American coordination.

#### 4.2. QA/QC Procedures

Over the past 45 years, ESA has developed systematic processes for preparing and reviewing technical documents with the specific intent of ensuring high-quality work that is prepared to the satisfaction of our clients. ESA keeps strict adherence to a QA/QC methodology for all ongoing projects. ESA's *Commitment to Quality*, consists of two main components—the Quality Assurance (or “QA”) component and the Quality Control (or “QC”) component. Both parts work in tandem to ensure that any document that is presented for publication is of the highest overall quality possible. ESA's QA/QC Plan consists of four major review elements:

- 1) Independent Technical Peer Review;
- 2) Project Manager Assembly and Review of Work Product;
- 3) Editorial Review of Work Product; and
- 4) Project Director Review and Approval.

Through implementation of the QA/QC Plan, ESA provides quality work products that are thorough, technically and procedurally adequate, and easy to understand.

#### 4.3. Budget and Schedule Control

The ESA Team will maintain the project schedule by first proposing a realistic time frame for each of the proposed tasks. The schedule will reflect a practical sequence for each of the activities proposed. Where possible, ESA will schedule activities concurrently to shorten time frames and to allow maximum integration of multidisciplinary technical and administrative efforts. After the schedule framework has been finalized in cooperation with City's Project Management team, ESA will adopt the schedule as a “real time” management tool and will use it in conjunction with budget tracking information and quality control auditing to monitor project performance and progress. Measures to restore any slippage of the project schedule may include increasing resource allocation, modifying the scope of work to accelerate project completion without risk to project quality, or reorganizing existing efforts and resources to accommodate short-term project acceleration.

Timely, cost-effective delivery of products and services are key to a successful project and is a priority for our Project Manager. Our in-house accounting system provides weekly project cost information that is linked to our electronic timesheet and vendor invoice process. The Project Manager will review time billed to tasks on a weekly basis and adjustments will be made as necessary throughout the life of a given task order to proactively address potential problem areas. ESA will advise the City Project Management team of any financial issues in a timely manner to allow efficient implementation of necessary recovery measures. These measures might include identifying out-of-scope work to allow issuance of a change order or modifications to the scope of work in order to balance cost considerations with other project concerns.



## 2014 Schedule of Fees

### Environmental Science Associates & Subsidiaries Personnel Category Rates

Charges will be made at the Category hourly rates set forth below for time spent on project management, document or report preparation and review, technical surveys or studies, consultation or meetings related to the project, and travel time. Time spent on projects in litigation, in depositions, and providing expert testimony will be charged at the Category rate times 1.5.

Labor Category	Level I	Level II	Level III
Senior Director	225	240	255
Director	190	205	215
Managing Associate	155	170	185
Senior Associate	130	140	150
Associate	95	110	120
Project Technicians	75	90	110

- a) The range of rates shown for each staff category reflects ESA staff qualifications, expertise, and experience levels. These rate ranges allow our Project Managers to assemble the best project teams to meet the unique project requirements and client expectations for each opportunity.
- b) From time to time, ESA retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor may be charged at regular Employee Category rates.
- c) ESA reserves the right to revise the Personnel Category Rates annually to reflect changes in its operating costs.

Other

There shall be added to all charges set forth above amounts equal to any applicable sales or use taxes legally levied in lieu thereof, now or hereinafter imposed under the authority of a federal, state, or local taxing jurisdiction.

As with many of our municipal clients, we understand sensitivity to budgets and project expense constraints. The rates provided above are our standard ESA labor rates; however, as with our previous contract, ESA will work with the City to create custom rates for individual projects.



## Contact Our Clients

ESA has gained a reputation for responsive service, technical excellence, and quality work. We invite you to contact some of our clients, listed below, for references regarding the quality of our work and our ability to meet schedules on similar work.

Reference	Relevant Project(s) Description(s)
<p><b>Paul Davis, Environmental Specialist</b> City of Los Angeles, Department of Recreation and Parks P: 213.202.2667 E: <a href="mailto:Paul.J.Davis@lacity.org">Paul.J.Davis@lacity.org</a></p>	<p><b>As-Needed Environmental Services</b> ESA provides as-needed environmental services to the City of Los Angeles DRP to prepare environmental documents and perform assessments and resource monitoring for proposed and existing parks throughout the city. Projects include:</p> <ul style="list-style-type: none"> <li>• Hansen Dam Skateboard Park EA/MND</li> <li>• City of Los Angeles Costello Pool and Bathhouse Replacement EIR</li> <li>• Anthony C. Beilenson Park Special Needs Park (Dodger Field)</li> <li>• Sheldon Skate Plaza IS/MND</li> <li>• Griffith Park Performing Arts Center</li> </ul>
<p><b>Lorelei Oviatt, Planning Director</b> Kern County P: 661. 862.8629 E: <a href="mailto:loreleio@co.kern.ca.us">loreleio@co.kern.ca.us</a></p>	<p><b>Kern County Solar Projects EIRs</b> ESA has prepared or is preparing EIRs for nine solar PV projects in the desert region of Kern County. The project sites range from 324-acres to 5,400-acres. All the projects are on a “fast track” schedule with the expectation of certification in 9 to 12 months. In addition to preparing the EIRs, ESA is reviewing all technical reports for adequacy and compliance with CEQA requirements. Technical reports include agricultural conversion, aesthetics, air quality, biological resource, cultural resources, GHG, noise, and traffic. Unique challenges include preparing all the CEQA documentation on similar schedules and coordinating with the county and multiple applicants.</p>
<p><b>Zak Gonzalez, Associate Planner</b> City of Carson P: 310.952.1700 x1301 E: <a href="mailto:zgonzales@carson.ca.us">zgonzales@carson.ca.us</a></p>	<p><b>Porsche Experience Driving Center EIR</b> ESA prepared the EIR for a 53-acre driver training facility in the City of Carson located on a former landfill. A Draft Focused Feasibility Study/Remedial Action Plan (FFS/RAP) was prepared on behalf of the current property owner. The purpose of the FFS/RAP was to identify and evaluate remedial alternatives and present the property owner’s preferred remedial action addressing the landfill cover and gas control systems for the soil and waste prism (including landfill gas) components at the project site.</p>

See Section 2 for more detailed project descriptions.





ESA Work Samples

**Table 7-1** lists the selected ESA sample projects and the type of document. The full documents can be found in **Appendix B** after our resumes.

**Table 7-1: Samples of Work**

Sample Project	Project Type
Irvine Ranch Water District, Jackson Ranch Water Allocation Project	IS-ND
City of Los Angeles Department of Recreation and Parks Griffith Park Performing Arts Center	IS-MND
City of Carson, Porsche Experience Driving Center EIR	Draft EIR
Orange County, Saddle Crest Homes EIR	Final EIR



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Appendix A  
RESUMES





## DEANNA M. HANSEN

Director

Deanna has over 20 years of experience in environmental consulting and has contributed to a wide variety of residential, commercial, and industrial projects. She has developed a well-balance expertise in environmental compliance for development projects, specializing in CEQA/NEPA compliance. She has developed a level of understanding required to clearly explain technical concepts and issues for public comprehension, particularly for projects that include complex technical analyses and controversial public policy and planning issues. As the Director of the Southern California Community Development group for ESA, Deanna provides project oversight, workload and personnel management, and training, and serves as a client and agency liaison for projects located through California.

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### Relevant Experience

#### Education

B.F.A., Graphics, California  
State University, Fullerton

#### 20 Years Experience

#### Professional Affiliations

Association of Environmental  
Professionals

American Planning  
Association

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#### **City of Calabasas, On-Call Services, Calabasas, CA. *Project Director.***

Deanna managed and provided direction for this on-call and all its tasks orders. ESA provided CEQA document preparation, geotechnical studies, biological assessments and other technical reviews, review of proposed projects and documentation from other jurisdictions surrounding the City, and compliance monitoring and reporting regarding approved mitigation measures. ESA staff provides oak tree damage assessments for the code enforcement department, reviews tree reports prepared by City-approved arborists, and provides oak tree damage and appraisal reports. ESA successfully completed 36 task orders under this contract.

#### **Kern County, Solar Projects EIRs, Kern County, CA. *Project Director.***

Deanna is working closely with the County of Kern providing strategic guidance and overall environmental compliance management and litigation support. Kern County has a vision to become the center of solar development in California. ESA is currently preparing or has prepared multiple EIRs for photovoltaic solar projects in the desert region of the County. The project sites range from around 500-acres to over 5,400-acres. All the projects are on a “fast track” schedule with the expectation of certification in nine to twelve months. In addition to preparing the EIRs, ESA is reviewing all technical reports for adequacy and compliance with CEQA requirements. Technical reports include: agricultural conversion, aesthetics, air quality, biological resources, cultural resources, water supply assessments, greenhouse gas emissions, noise, and traffic. Unique challenges include preparing much of the CEQA documentation on the similar schedules and coordinating with the County and multiple applicants. Key environmental issues include: aesthetics, biological resources, construction-related impacts, and cumulative impacts.

#### **Orange County, Saddle Crest Homes Project EIR, Orange County, CA. *Project Director/Manager.***

Deanna is providing strategic guidance on this complex and controversial project in Orange County. Working with the County and the applicant, Deanna is coordinating/participating in meetings with County staff, the applicant’s team, and the public to help facilitate the preparation of the EIR and associated technical studies. The Saddle Crest project includes the

### **Relevant Experience (Continued)**

development of 65 residential homes on an approximately 113.7-acre site. The EIR documented potential impacts associated with implementation of the project, including amendments to the Foothill/Trabuco Specific Plan (F/TSP) and the Orange County General Plan to allow for a clustered design on the site and update methodology for analyzing traffic impacts in the project area. The EIR also includes a side-by-side analysis of a non-clustered scenario that meets all the requirements of the F/TSP. The project includes the providing approximately 79.6-acres (70 percent) of the site as open space. ESA provided technical reports for air quality, cultural resources, greenhouse gas, and noise. Key issues for the EIR included impacts associated with: biological resources, traffic, and growth inducement associated with the specific plan and general plan amendments.

**City of Los Angeles Department of Recreation and Parks, Sheldon Skate Plaza, Los Angeles, CA. *Project Director.*** Deanna worked with the City of Los Angeles Department of Recreation and Parks (DRP) providing strategic guidance and overall environmental compliance management and support for the construction and operation of a 25,000-square-foot skate plaza in the Sun Valley community of the City of Los Angeles. The approximately two-acre site is located immediately adjacent to Interstate 5 (I-5). Operational and construction noise being primary issue of concern. This CEQA documentation was prepared on an expedited schedule to meet funding requirements, and public review was initiated one month after the City issued a notice to proceed. All components of the CEQA analysis was prepared by ESA.

**City of Los Angeles Department of Recreation and Parks, Hansen Dam Skate Park EA/MND. Los Angeles, CA. *Project Manager.*** The City of Los Angeles DRP manages land used for recreational purposes in the Hansen Dam basin that is owned by the U.S. Army Corps of Engineers (Corps). Deanna worked DRP providing strategic guidance and overall environmental compliance management and support for the construction and operation of a 10,000-square-foot skate park on an approximately one-acre site within the Hansen Dam Recreation area. The skate park was be funded in part by Proposition 40 funds, and would meet an identified recreational need in the community. The document evaluated the potential environmental effects of the poured-in-place concrete skate park and associated improvements. Key issues included tree removal, historical cultural landscapes, and noise associated with skate boarding activity. The CEQA/NEPA requirements were met within an expedited schedule, and the skate park opened for public use in January 2012, a year and a half after the notice to proceed was issued.

**Los Angeles County Department of Public Works, Helen Keller Park Community Building and General Improvements IS/MND, Los Angeles County, CA. *Project Director.*** Deanna served as the project director in the preparation of an Initial Study/MND for the Los Angeles County Department of Public Works (LACDPW). LACDPW is proposing to upgrade an existing recreational facility at Helen Keller Park, located in Los Angeles County, near the City of Gardena. The park encompasses approximately 6.6 acres. LACDPW is proposing to develop a new community building of approximately 4500 square feet, additional park landscaping, a swimming pool, a new parking lot, and other general improvements to the park. ESA prepared an IS/ MND to

## Relevant Experience (Continued)

satisfy the needs of LACPDW. The document evaluated the potential environmental effects associated with the operation and construction of the park improvements and upgrades. Key issues analyzed included compliance with applicable tree ordinances, assessment of air quality emissions, and construction impacts. The Initial Study/MND was approved by the Los Angeles County DPW Board and a Notice of Determination was filed in July 2011.

**Orange County, CEQA Guidance Regarding Affordable Housing Provisions, Orange County, CA. *Project Manager.*** Deanna provided strategic guidance and presented various available options to the County of Orange regarding the development of an appropriate CEQA strategy and approach to implement the Ranch Plan's affordable housing requirements. The affordable housing provisions were not included in the previous CEQA documentation for The Ranch Plan; therefore some form of CEQA documentation will be required for the affordable housing provisions. In addition, based on the agreements between the County and the Ranch, the County is responsible for all CEQA compliance and permitting requirements associated with the implementation of the affordable housing land dedication and project development. Deanna prepared a memorandum, outlining the potential options the County should consider in implementing CEQA compliance for the required affordable housing that would be located within the Ranch Plan.

**Los Angeles County, Golden Valley Addendum, Santa Clarita, CA. *Project Manager.*** Deanna worked closely with the project applicant and the City of Santa Clarita and prepared an Addendum to the Final Environmental Impact Report (EIR) for the Golden Valley Ranch project. The proposed revisions included changes to the circulation network, providing a main gate entry and relocation of a public trail head. The new trailhead includes a restroom building, shade structure, landscaping and a parking lot to accommodate both vehicles and trailer parking. The existing approved trailhead will be utilized as park/open space area and includes a trail connection. The Addendum was approved by the City.

**Madera County, Gateway Village Project Specific Plan Program EIR, Madera, CA. *Project Director.*** Deanna provided strategic guidance on this complex and controversial project in Madera County. Working with the County, Deanna coordinated/participated in meetings with County staff, responsible agencies, the applicant, and the applicants team to help facilitate the preparation of the Program EIR. The Gateway Village project is a master-planned community that includes a mixed-use development of residential, retail, office, open space, and public facilities located on an approximately 2,062-acre primarily agricultural site. The Program EIR documented potential impacts associated with implementation of the project's Infrastructure Master Plan, Area Plan, and Specific Plan that will be used by Madera County in approving subsequent phases of the project. ESA provided technical reports for biological resources, agricultural conversion, cultural resources, and noise. Key issues for the EIR included impacts associated with: agricultural land conversion, biological resources, noise, traffic, public services and utilities. The EIR was certified.





## ADDIE FARRELL

Senior Managing Associate

Addie's primary role has been in the management and preparation of a variety of environmental documents subject to the requirements of both the CEQA and the NEPA. Addie has managed a variety of Environmental Impact Reports, Negative Declarations, and Environmental Assessments for projects primarily in the southern California region. She has also managed a series of Community Impact Assessments and projects subject to consideration of socioeconomic and environmental justice issues. Her specific project experience include alternative energy development, institutional uses, recreation projects, water infrastructure, residential and commercial redevelopment, remediation, and military projects including base reuse. Her skill set includes excellent written and oral communication abilities, strong technical proficiency, public speaking experience, and collaborative problem solving with multiple stakeholders.

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### Education

B.A., Natural Resource and Environmental Geography, San Diego State University

### 9 Years Experience

### Professional Affiliations

Association of Environmental Professionals (AEP)

Chair of AEP Awards Committee (2007-2009)

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### Relevant Experience

**City of Los Angeles Department of Recreation and Parks, Sheldon Skate Plaza, Los Angeles, CA. Project Manager.** The City of Los Angeles Department of Recreation and Parks (DRP) proposed the construction and operation of a 25,000-square-foot skate plaza in the Sun Valley community of the City of Los Angeles. The approximately two-acre site is located immediately adjacent to Interstate 5 (I-5). Addie managed the preparation of an Initial Study/MND for the project, with operational and construction noise being primary issue of concern. This project was prepared on an expedited schedule to meet funding requirements, and public review was initiated one month after the City issued a notice to proceed. The Initial Study/MND was approved by the DRP Board in February 2012.

**City of Los Angeles Department of Recreation and Parks, Hansen Dam Skate Park, Los Angeles, CA. Project Manager.** The City of Los Angeles Department of Recreation and Parks (DRP) manages land used for recreational purposes in the Hansen Dam basin that is owned by the U.S. Army Corps of Engineers (Corps). The DRP proposed the construction and operation of a 10,000-square-foot skate park on an approximately one-acre site within the Hansen Dam Recreation area. The skate park was funded in part by Proposition 40 funds, and would meet an identified recreational need in the community. Addie managed the preparation of a joint EA/MND to satisfy the needs of both DRP and the Corps. The document evaluated the potential environmental effects of the poured-in-place concrete skate park and associated improvements. Key issues included tree removal, historical cultural landscapes, and noise associated with skate boarding activity. The CEQA/NEPA requirements were met within an expedited schedule, and the skate park opened for public use in January 2012, a year and a half after the notice to proceed was issued.

**Los Angeles County Department of Public Works, IS/MND for Helen Keller Park Community Building and General Improvements, Los Angeles County, CA. Project Manager.** Addie served as the project manager in the preparation of an IS/MND for the Los Angeles County Department of Public Works (LACDPW). LACDPW is proposing to upgrade an existing recreational facility at Helen Keller Park, located in Los Angeles County, near the City of Gardena.

### **Relevant Experience (Continued)**

The park encompasses approximately 6.6-acres. LACPDW is proposing to develop a new community building of approximately 4,500-square-feet, additional park landscaping, a swimming pool, a new parking lot, and other general improvements to the park. ESA prepared an IS/MND to satisfy the needs of LACPDW. The document evaluated the potential environmental effects associated with the operation and construction of the park improvements and upgrades. Key issues analyzed included compliance with applicable tree ordinances, assessment of air quality emissions, and construction impacts. This IS/MND was approved by the Los Angeles County DPW Board and a Notice of Determination was filed in July 2011.

**Kern County, Solar EIRs, Kern County, CA. Project Manager.** Addie serves as the project manager for the preparation of EIRs for multiple photovoltaic solar projects in the desert region of Kern County. Her role includes oversight of EIR preparation, establishing regular contact with County staff, maintaining overall knowledge of environmental issues faced by the County or that arise during public comment, and administration of budgets, scopes, invoicing, and schedules.

The County has a vision to become the center of solar development in California. The project sites range are based on photovoltaic (PV) panel technology, and range from around 500-acres to over 5,400-acres. All the projects are on a "fast track" schedule with the expectation of certification in nine to twelve months. In addition to preparing the EIRs, ESA is reviewing all technical reports for adequacy and compliance with CEQA requirements. Technical reports include: agricultural conversion, aesthetics, air quality, biological resources, cultural resources, water supply assessments, greenhouse gas emissions, noise, and traffic. Unique challenges include preparing much of the CEQA documentation on similar schedules and coordinating with the County and multiple applicants. Key environmental issues include: aesthetics, agricultural resources, biological resources, construction-related impacts, and cumulative impacts.



## DANIELLE T. GRIFFITH

Project Manager, Senior Associate

Danielle has over 11 years of progressively responsible experience in planning, environmental planning and analysis. For the past several years, she has worked as a project manager leading large, interdisciplinary consultant teams in environmental planning efforts for a variety of residential, commercial, industrial and mixed-use land development projects throughout Southern California. She also has experience in developing long- and short-term plans for land use, growth and revitalization of urban, suburban, and rural communities. Additionally, she has written and reviewed a variety of environmental planning documents, including technical reports. She has worked for both public agencies and private companies.

### Relevant Experience

#### Education

Juris Doctor, Western State University College of Law, Fullerton, CA

M.A , Political Science, Specializing Public Policy, San Diego State University, San Diego, CA

B A , Political Science, Sonoma State University, Rohnert Park, CA

#### 11 Years Experience

#### Professional Affiliations

Association of Environmental Professionals

Urban Land Institute - Future Build LA 2010, 2011 Planning Committee Member

**City of Calabasas, Villages at Calabasas Peer Review, Calabasas, CA. Project Manager.** ESA provided peer review services for the Air Quality, Noise, Traffic, Biological Resources and Oak Tree reports prepared for this project. ESA also provided peer review for the Addendum prepared by the applicant to support the project. ESA reviewed the Addendum and prepared a memorandum to the City regarding the review findings.

**City of Calabasas, Viewpoint School Addendum, Calabasas, CA. Project Manager.** Danielle managed the preparation of an Addendum to a Master Plan Program EIR for the Phase 3 of the Viewpoint School Modernization Project, located at 23620 Mulholland Highway. Calabasas is located new the western edge of Los Angeles County.

**City of Carson, Porsche Experience Driving Center EIR, Carson, CA. Project Manager.** Danielle managed the preparation of an EIR for a 53-acre driver training facility in the City of Carson. The course will have special surfaces that replicate rain, ice and snow, plus a special off-road area that combines 45-degree declines and ascents. The center will also offer programs focused on maximizing personal fitness, wellness and athletic performance. The Porsche Human Performance Center, will feature a leading sports science laboratory and training programs, incorporating the latest techniques used in preparing Porsche racecar drivers.

**City of Wildomar, Westpark Promenade, Riverside County, CA. Project Manager.** Danielle is serving as the project manager for the Westpark Promenade project in the City of Wildomar. The Project site is currently undeveloped, and the current General Plan designates the Project site as Commercial Office (CO). The Westpark Promenade project is a master planned development located on the north side of Catt Road at the northeast corner of the I-15 freeway and Clinton Keith Road, in the City of Wildomar. The project will develop 27.6 acre site with mixed-use (commercial and residential land uses). A plot plan will be developed for the entire 27.6 acre project site with 195 single-family attached condominiums with 493 parking spaces and related site improvements, and to develop a 91,457 square-foot commercial retail center

### **Relevant Experience (Continued)**

and two (2) 8,000 square-foot restaurant pads with 692 parking spaces and related site improvements.

**Los Angeles Department of Water and Power, Foothill Trunk Line Unit 3, Los Angeles, CA. *Project Manager.*** Danielle is managing the preparation of an EIR for a three-mile trunk line replacement project in the communities of Sylmar and Pacoima in northeastern Los Angeles. The project has the potential to have temporary construction impacts, including traffic impacts along Foothill Boulevard.

**Los Angeles Department of Water and Power, City Trunk Line South, Los Angeles, CA. *Project Manager.*** Danielle is managing the preparation of MND for a two-mile trunk line replacement project in the communities of North Hollywood and Valley Village in northeastern Los Angeles. The project has the potential to have temporary construction impacts, including traffic impacts along Whittsett Avenue.

**URS Corporation, Santa Clarita Courthouse Sites IS/MND, Santa Clarita, CA. *Project Manager.*** Danielle assisted in the Project Management of the IS/MND. The Administrative Office of the Courts proposes to construct a new one-story 54,750-square-foot courthouse on either Golden Valley Road or near Biscailuz Drive in Santa Clarita, California for the California Superior Court. The building would provide approximately four courtrooms and 120 public parking spaces. After completion, the Superior Court would vacate the existing Courthouse and Courthouse Annex, located at 23747 West Valencia Boulevard and 23757 West Valencia Boulevard, respectively.

**Orange County Sanitation District, Outfall Land Section and OOBS Piping Rehabilitation, Huntington Beach, CA. *Project Manager.*** Danielle serves as the project manager for Outfall Land Section and OOBS Piping Rehabilitation for Orange County Sanitation District. This project includes inspection, design and construction. The Long Outfall will be cleaned and inspected for corrosion. Rehabilitation will consist of weld covers in corroded areas; and sandblasting and recoating of all piping. In one segment of the outfall pipe, a structural liner will be installed.

**City of Laguna Beach, Aliso Creek Area Specific Plan EIR, Laguna Beach, CA. *Project Manager.*** Danielle was the Project Manager for an EIR for the development of 325-acres in the southern portion of the City of Laguna Beach, east of South Coast Highway and Aliso Beach Park, in Orange County. The project will improve the existing golf course, provide visitor-serving amenities, and subdivide an 8.1-acre area for nine lots. The project also consists of the dedication of 250-acres of open space and would complete the necessary linkage for a mountains to sea trail connection from the existing Aliso and Wood Canyons Wilderness Park to Aliso Beach Park. The project also proposes a number of methods to achieve bank stability and restore riparian habitat in Aliso Creek, creating a net increase to jurisdictional wetland and riparian habitat.



# GREGORY C. AINSWORTH

Director, Senior Managing Biologist

Gregory Ainsworth directs the Southern California Biological Resources Group. Greg has provided biological resource consulting on numerous community development projects, solar and wind development, infrastructure, and water agency projects. He is a certified arborist and wetland delineator and an approved biologist on several city and county approved lists. Greg technical strengths include biological resource and fatal flaw assessments, rare plant surveys and vegetation mapping, special-status wildlife surveys, avian risk assessments, native plant restoration, wetland delineations, and permitting. He has worked on numerous projects involving CEQA and the Endangered Species Act and has extensive knowledge of habitats found between the California deserts and the coastal shoreline.

## Education

M.C.R.P., Environmental Planning, California Polytechnic State University, San Luis Obispo

B.S., Environmental Horticulture Science, California Polytechnic State University, San Luis Obispo

## 11 Years Experience

### Certifications

International Certified Arborist (Cert# WE 7473A)

California Department of Fish and Game Scientific Collection Permit

Southwestern Willow Flycatcher Section 10(a)(1)(A) Recovery Permit (Pending)

Certified wetland delineator, Wetland Delineation & Management (ACOE, #2128), 2003

### Specialized Training

Snowy plover nesting and roosting surveys, Los Angeles Audubon, 2004-present

Desert Tortoise Workshop, The Desert Tortoise Council, 2006

Mohave ground squirrel Workshop, The Wildlife Society, 2005

California Native Plant Society Plant Survey Techniques, 2004 and 2006

## Relevant Experience

**City of Calabasas, On-Call Services, Calabasas, CA. *Arborist.*** Greg is the City of Calabasas' on-call arborist. His services include providing oak tree damage assessments for the Code Enforcement Department, review of oak tree reports prepared by city-approved arborists, and preparation of oak tree damage and appraisal reports.

**Sunshine Canyon Landfill Arborist Support and Revegetation Plan, Los Angeles, CA. *Biological Resources Task Leader.*** Greg is conducting annual monitoring for several mitigation requirements that include City of Los Angeles oak tree mitigation, PM10 tree buffer mitigation, big cone Douglas fir mitigation, coastal sage scrub restoration, coastal sage scrub and chaparral revegetation required by the Air Quality Control Management District. Greg prepared a restoration and revegetation plan introducing native coastal sage scrub and chaparral vegetation between the landfill and adjacent neighborhoods. Greg is monitoring the implementation of the plan for the next five years. Greg is providing on-call services that include: preconstruction bird surveys, protected tree surveys for proposed grading activities, and identification of suitable native revegetation sites throughout the landfill property.

**Grossmont High School Tree Survey, San Diego, CA. *Arborist.*** Greg conducted a tree survey for a proposed high school alternative location for the Grossmont Union High School District. The locations of oak trees and mature riparian woodland species located on the alternative high school site were assessed and mapped by Greg, our certified arborist. A subsequent tree report was prepared and all attribute data (e.g., tree number, size, health, balance) collected were provided in the report. The report identified the number of trees that were removed, encroached, and preserved by the proposed alternative high school location.

**Helix Water District, El Monte Groundwater Recharge, Mining and Reclamation Project EIR, San Diego, CA. *Arborist.*** Greg conducted a tree survey and identify trees that should be removed based on poor health conditions and which should be preserved based on overall value and aesthetics. He collected specific information during the assessment such as: type of species,

### **Relevant Experience (Continued)**

trunk diameter, estimated height and radius of canopy, physical conditional and overall health rating. A subsequent tree report was prepared and all attribute data collected were provided in the report. The report identified the number of trees that were removed, encroached, and preserved.

**County of Los Angeles Department of Public Works (LADPW), Sorensen Community Park Phase III MND, Los Angeles, CA. Senior Biologist.** Greg prepared the biological resource section of the EIR/EA for the LADPW for Phase III of the Stephen Sorensen County Park Project. Greg conducted and managed special-status wildlife surveys including protocol-level surveys for burrowing owl (*Athene cunicularia*) and southern grasshopper mouse (*Onychomys torridus Ramona*), terrestrial mammal trapping and relocation, and implementing an employee education and awareness training.

**Department of Water Resources, Piru Creek Special Use Permit Renewal, Los Angeles and Ventura Counties, CA. Senior Biologist.** Greg is providing environmental compliance and permitting for the Department of Water Resources (DWR) for the renewal of a Special Use Permit to operate and maintain access to an existing stream gauging station to measure flows into Pyramid Lake. The permit would also include necessary improvements at the gauging station. Greg conducted a habitat assessment for potentially occurring special-status species, a focused plant survey, protocol survey for the federally endangered arroyo toad, wetland delineation, and wildlife migration corridor analysis. Greg managed the preparation of a Biological Assessment and Environment Assessment in accordance with the Endangered Species Act and the NEPA, respectively. Greg will be engaging in Section 7 consultation with the USFWS for potential impacts on the arroyo toad.

**Department of Water Resources, Templin HWY Culvert Repair, Los Angeles County, CA. Senior Biologist.** ESA is providing environmental compliance and permitting for the Department of Water Resources for their installation of a new culvert below Templin Highway. The proposed culvert is within a blue line stream that falls under the jurisdiction of the USACE, RWQCB and the CDFG. Greg conducted a wetland delineation for Waters of the U.S. and State jurisdictional waters and is preparing permits in accordance to the Clean Water Act (401/404) and California Department of Fish and Game Code (1602), Streambed Alteration Agreement.

**Department of Water Resources, East Branch Enlargement Project, Los Angeles and San Bernardino Counties, CA. Senior Biologist.** Greg conducted habitat assessments for special-status plant and animal species in proposed construction areas, as well as, presence/absence surveys for burrowing owls. He is currently conducting a floristic inventory and rare plant survey within the Department's easement areas. ESA has conducted technical studies to complete the EIR and has begun negotiating permit requirements and restoration planning with resource agencies including the USACE, RWQCB, and USFWS.

# MONICA STRAUSS, MA, RPA

Director, Southern California Cultural Resources Group

Monica has experience in cultural resources management and has directed numerous cultural resources compliance projects throughout Southern California and the Channel Islands. She directs prehistoric and historic archaeological and historic architectural projects for public agencies and private developers and is proficient in CEQA and Section 106 compliance. She manages a staff of cultural resources specialists who conduct various types of compliance work including phase I archaeological and historic architectural surveys, construction monitoring, Native American consultation, archaeological testing and treatment, historic resource significance evaluations, and large-scale data recovery programs. Monica has prepared technical documents meeting the requirements of federal, State, and local agencies in support of CEQA and Section 106 as well as cultural resources components for General and Specific Plans. She provides senior oversight and quality control of archaeological resources-focused documents for ESA staff throughout the State.

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## Education

M.A., Archaeology, California State University, Northridge

B.A., Anthropology, California State University, Northridge

AA, Humanities, Los Angeles Pierce College

## 17 Years of Experience

## Professional Affiliations

Register of Professional Archaeologists (RPA), #12805

Society for California Archaeology (SCA)

Society for American Archaeology (SAA)

## Specialized Experience

Treatment of Historic and Prehistoric Human Remains

Archaeological Monitoring

Complex Shell Midden Sites

Groundstone Analysis

## Qualifications

Exceeds Secretary of Interior Standards

CA State BLM Permitted

Certified in CA BLM Protocol

Riverside County Certified

## Relevant Experience

### City of Calabasas, Archaeological Resources Mapping, Calabasas, CA.

**Project Director.** ESA was awarded an on-call contract by the City of Calabasas to provide environmental compliance services. The City requested that ESA conduct a city-wide archaeological records search and prepare confidential archaeological resources maps and materials to assist the city in planning and permitting endeavors. Maps and documents were linked electronically for quick reference to parcel information. Monica directed archaeologists and GIS staff in the mapping of resources and development of procedures for map usage.

### Los Angeles Department of Recreation and Parks, Sheldon Skate Plaza Project, Los Angeles, CA. Cultural Resources Project Director.

Monica directed a cultural resources constraints study for the Los Angeles Department of Recreation and Parks (LADRP) Sheldon Skate Plaza Project. The LADRP plans to develop a 2.2-acre skate plaza on vacant land. The facility would consist of 20,000 square feet of skateable area, with elements to include features such as hubbas, stairs and rails, ledges and curbs, pads, and tranny ramps. Additionally, a new parking lot, a pre-fabricated restroom building, landscaping and irrigation, drinking fountain, security lighting, and Americans with Disabilities (ADA) pathways will be included.

### City of Los Angeles Recreation and Parks, Hansen Dam Skate Park Project, Los Angeles County, CA. Cultural Resources Principal Investigator.

ESA prepared a joint EA and IS/MND for the Los Angeles Department of Recreation and Parks in coordination with the U.S. Army Corps of Engineers (Corps) for a proposed skate park facility within the Hansen Dam Recreation Area. Monica managed a Phase I Cultural resources Study, coordinated with the Army Corps of Engineers and provided senior review for the EA/IS/MND cultural resources section.

## **Relevant Experience (Continued)**

**City of Los Angeles, Bielensohn Special Needs Ball Field IS/MND and EA/FONSI, Los Angeles, CA. Cultural Resources Project Director.** ESA prepared a joint EA/FONSI and IS/MND and for the U.S. Army Corps of Engineers and Los Angeles Department of Recreation and Parks, in partnership with the Los Angeles Dodgers Dream Foundation, for a proposed wheelchair accessible softball field within the Sepulveda Basin Recreation Area, Anthony C. Beilenson Park, in Los Angeles, California. The proposed action would include a 50-foot softball field with backstop, dugouts, and field fencing. The field will take advantage of the existing universally accessible restroom and parking lot with ADA access. Monica managed archaeological monitors during project implementation.

**City of Los Angeles, Department of Public Works, Public Safety Facilities Master Plan Phase I Archaeological Resources Evaluation. Los Angeles County, CA. Project Director.** Monica directed a Phase I archaeological resources evaluation of an approximately five-square block area in downtown Los Angeles. Project work involved an extensive investigation of the area during the cities' early pueblo years and specifically the Zanja Madre irrigation system. Monica prepared a technical report with findings and recommendations for further work, pursuant to CEQA requirements.

**City of Los Angeles, Department of Public Works, Temple Street Widening Archaeological Monitoring and Assessment, Los Angeles, CA. Project Director.** Working for the City of Los Angeles, Department of Public Works, Monica directed archaeological monitoring conducted during the widening of Temple Street in downtown Los Angeles. She conducted extensive coordination with general and subcontractors and responded to discoveries including and segment of the zanja irrigation ditch and a large historic refuse deposit to determine appropriate treatment. She developed mitigation and monitored the implementation of mitigation for the zanja including concrete capping and the installation of an interpretive plaque.

**Orange County, Saddle Crest Homes Project EIR, Orange County, CA. Cultural Resources Project Director.** The Saddle Crest project includes the development of 65 residential homes on an approximately 113.7-acre site. Monica managed the preparation of a Cultural Resources EIR section as well as a Phase 1 archaeological resources assessment. As part of the Phase 1 archaeological resources assessment, a literature review, a pedestrian survey, and Native American outreach were undertaken to meet CEQA compliance requirements.



# MADELEINE BRAY, MA, RPA

Archaeologist

Madeleine is an archaeologist and cultural resources project manager with 12 years of survey, excavation and mapping experience related to historically significant sites. She has managed numerous projects in California in compliance with CEQA and with Section 106 of the National Historic Preservation Act, including Phase I surveys, site significance testing and evaluation, mitigation recommendations, and archaeological construction monitoring. She has worked extensively throughout southern California, with particular experience in the context of the Mojave and California deserts, historic mining sites, and historic artifacts. Internationally, she has participated in the excavation of a Roman temple in Omrit, Israel, and in the pedestrian and geophysical survey of Sikyon, an important urban site in Greece.

## Relevant Experience

### Education

M.A., Archaeology, University of California, Los Angeles

B.A., Classical Archaeology, Macalester College, Saint Paul, Minnesota

### 12 Years Experience

### Professional Affiliations

Register of Professional Archaeologists

Society for American Archaeology

### Qualification Summary

Meets Secretary of the Interior's Standards

Riverside County certified

CA State BLM Permitted

Certified in CA BLM Protocol

### Continuing Education

ACHP Section 106 Basics seminar

Riverside County certification course, 2007 and 2009

**City of Calabasas, Archaeological Resource Mapping, Calabasas, CA. Cultural Resources Project Manager.** ESA was awarded an on-call contract by the City of Calabasas to provide environmental compliance services. The City requested that ESA conduct a city-wide archaeological records search and prepare confidential archaeological resources maps and materials to assist the city in planning and permitting endeavors. Maps and documents were linked electronically for quick reference to parcel information. Madeleine conducted a records search to identify and inventory previously recorded sites and provided quality control for the completed maps.

**Bureau of Land Management (BLM), On-Call Cultural Resources Services, Riverside County, CA. Archaeologist.** ESA has been retained by the BLM under an on-call contract to provide cultural resource services including compliance monitoring for projects under BLM jurisdiction. Madeleine has participated in a number of projects for the BLM (Palm Springs South Coast Field Office) providing a wide range of cultural resources services for solar projects and other projects taking place on BLM lands in compliance with Section 106 and specified BLM protocols, including compliance monitoring and peer review, Phase 1 archaeological resources surveys, resource evaluations, the preparation of reports, and Native American consultation.

**Orange County, Saddle Crest Homes Project EIR, Orange County, CA. Project Manager.** The Saddle Crest project includes the development of 65 residential homes on an approximately 113.7-acre site. The EIR documented potential impacts associated with implementation of the project, including amendments to the Foothill/Trabuco Specific Plan (F/TSP) and the Orange County General Plan to allow for a clustered design on the site and update methodology for analyzing traffic impacts in the project area. The EIR also includes a side-by-side analysis of a non-clustered scenario that meets all the requirements of the F/TSP. The project includes the providing approximately 79.6-acres (70 percent) of the site as open space. ESA provided technical reports for air quality, cultural resources, greenhouse gas, and noise. Madeleine led a Phase 1 archaeological resources assessment including literature review,

## Relevant Experience (Continued)

pedestrian survey, and Native American outreach to meet CEQA compliance requirements. An Archaeological Resources Technical Report was prepared that evaluated the California Register eligibility of the archaeological sites that had been identified as a result of the investigation. The results of the technical report were incorporated into the EIR which included an impacts analysis and appropriate mitigation measures.

**Kern County Planning Master Contract for Solar Projects, Kern County, CA. Project Lead Archaeologist.** ESA is preparing EIRs for multiple photovoltaic solar projects in the desert region of Kern County. Madeleine is providing reviews of cultural resources technical reports prepared for the projects. The approved revised technical reports are used as the basis for preparation of the associated EIR technical sections.

The County has a vision to become the center of solar development in California. The project sites range are based on photovoltaic (PV) panel technology, and range from around 500-acres to over 5,400-acres. All the projects are on a "fast track" schedule with the expectation of certification in nine to twelve months. In addition to preparing the EIRs, ESA is reviewing all technical reports for adequacy and compliance with CEQA requirements. Technical reports include: agricultural conversion, aesthetics, air quality, biological resources, cultural resources, water supply assessments, greenhouse gas emissions, noise, and traffic. Unique challenges include preparing much of the CEQA documentation on similar schedules and coordinating with the County and multiple applicants. Key environmental issues include: aesthetics, agricultural resources, biological resources, construction-related impacts, and cumulative impacts.

**City of Temecula, Bella Linda Residential Development EIR, Temecula, CA. Archaeologist.** ESA is preparing an EIR for a residential development in the City of Temecula on a site that is adjacent to Pechanga Parkway and Loma Linda Road. The project includes 325 apartment units and 49 senior family units and would require General Plan and zoning amendments resulting in a change from the existing Professional Office designation to Medium Density Residential. The project would also feature a variety of amenities, including a meandering trail and the conversion of an existing concrete channel to a bio-swale. The most controversial project challenges are the considering cultural sensitivity of the site, including addressing concerns of the Pechanga Band of Luiseño Indians, and the addition of project traffic on roadways with limited capacity. ESA conducted a Phase I and Phase II Archaeological Resources Investigation, identifying resources that might be impacted by the project and determining their California Register and National Register eligibility. Madeleine participated in the Phase I and Phase II fieldwork, and helped prepare the Phase II Testing Research Design and Phase II Testing Evaluation Report.



## ALLISA CARLSON, PLA, LEED® AP

### Landscape Architecture

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Allisa is a licensed Landscape Architect with over ten years of experience in scenic management. Allisa's expertise encompasses visual/aesthetic evaluations and assessments, scenic resource inventories, visual simulations, and GIS analysis for public agency projects. She has performed scenic evaluations following Bureau of Land Management (BLM) and U.S. Forest Service (USFS) techniques and requirements. Allisa has participated in extensive and large-scale visual resource inventories for the BLM for the purposes of classifying scenic resources in the landscape. She has led the visual evaluations and assessments for alternative energy projects in California in the context of CEQA and NEPA. Allisa is highly skilled in creating and leading the development of computer visual simulations through the use of Adobe Creative Suite, ArcGIS, AutoCAD, and 3D visualization software.

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#### Education

B.L.A., Landscape Architecture, University of Washington

#### 10 Years of Experience

#### Specialized Training

NOAA Coastal Services Center Training - Public Issues and Conflict Management Certificate, 10/2011

Registered Landscape Architect, 06/2011

Visual Resource Management Training, 06/2010

LEED Certification, 07/2009

#### Professional Affiliations

American Society of Landscape Architects

Professional Landscape Architect — Washington (#1237), Oregon (#773) and California (#5914)

Certified LEED® Accredited Professional (AP)

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#### Relevant Experience

##### **DWR Perris Dam Remediation Project, Los Angeles County, CA.**

**Landscape Architect** Allisa is developing the planting plans, specifications, and cost estimate for the Perris Dam mitigation restoration project. ESA prepared an EIR for the project based on feasibility reports and preliminary designs provided by DWR. The ESA team conducted biological surveys and prepared the impact analysis for the project. The Draft EIR was published in January 2010 and the Final EIR was certified in October 2011. Permits obtained for the project included Section 404, 401, LSAA. ESA coordinated with and obtained compliance for the project with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) through the Regional Conservation Agency (RCA) and the Stephens' Kangaroo Rat HCP through the Riverside County Habitat Conservation Agency (RCHCA).

##### **Bureau of Land Management Visual Resource Inventory, NV/AZ. Visual Resource Analyst & GIS Team Leader.**

Allisa provided GIS leadership on the prime consultant's Visual Resource Inventory (VRI) team. She successfully completed three extensive VRIs for the BLM in response to an increase of alternative energy development on public lands throughout the nation. Inventories included the Safford and Hassayampa field offices in Arizona, and the Southern Nevada District Office based out of Las Vegas. Allisa's team was responsible for the designation and rating of new Scenic Quality Rating Units (SQRU). New SQRU boundaries were delineated through careful analysis of the landscape character with aerial photography and field visits. Approximately 30-50 SQRUs per field office were created and thoroughly documented. Documentation methods included geo-tagged photography at a minimum of three individual observation points per SQRU. Allisa composed accurate and descriptive text to describe and rate the quality of landform, texture, vegetation, color, water, and cultural modifications. SQRU ratings were synthesized with Sensitivity Level Rating Units (SLRU) to determine the overall Visual Resource Management rating for each SQRU. Allisa and her team conducted and facilitated sensitivity meetings to determine SLRU routes, boundaries, and

## Relevant Experience (Continued)

points. A view shed analysis was performed for selected and highly sensitive areas. Field-collected data was organized and incorporated into a comprehensive database which was submitted to the BLM and Argonne National Laboratory.

**Hawaii Statewide Pedestrian Master Plan, HI. *Planner.*** The Hawaii Pedestrian Master Plan is a planning document aimed at decreasing pedestrian injuries and fatalities statewide. The plan identifies the most critical needs of the state's highway system infrastructure, including safety improvements or repairs, and provides guidance for future projects to address the problems. As part of the project, Allisa was a co-author and provided graphic support for a comprehensive toolbox of best practices and guidelines. Toolbox chapters include pedestrian-friendly streets and communities, accessibility, sidewalks and walkways, intersections and crossings, pedestrian access to transit, shared use paths, children and school zones, special pedestrian districts, and effective pedestrian programs.

**Washington State Parks Interpretive Plans, WA. *Project Manager.*** Allisa was the project manager of four interpretive master plans for Washington State Parks, including Dash Point/Saltwater, Fort Casey, Fort Flagler, and Sun Lakes/Dry Falls. She researched and inventoried previous planning efforts and developed a comprehensive report of interpretive opportunities and themes for each park. Outdoor recreation and educational needs were evaluated through community and client meetings and in which sensitive natural areas were identified for protection.

**U.S. Forest Service Visual Resource Management, OR. *Visual Resource Analyst.*** Allisa was the visual resource analyst for a proposed private development within the Columbia River Gorge National Scenic Area. She was responsible for completing site visits and investigations in order to determine the potential impact of a new residential building on scenic resources. Allisa made informed decisions through the use of GIS-based modeling tools that produced simulated images of the proposed development and plantings as viewed from key vantage points. Findings were compiled and developed into a detailed report describing the potential impact to scenic resources, from which recommendations were developed for further mitigation measures.

**Centennial Park, WA. *Landscape Designer.*** Allisa provided design support for a new 54-acre natural park in Bothell, encompassing trails, wetland restoration, picnic tables, children's climbing structures, and scenic overlooks. The project included the relocation of the 106-year-old North Creek Schoolhouse to the park from its original site for future use as an interpretive and community center. Allisa's primary responsibilities included completion of the construction document landscape plans, cost estimating, and specification writing.



## JACK HUTCHISON, P.E.

Senior Transportation Engineer

Jack is a registered Traffic Engineer in the State of California. He has 36 years of experience in a wide range of transportation analyses, from planning-level impact analyses to operations and design evaluations, as well as for a wide range of project types and locations. In addition to his role as primary technical analyst, he provides critical peer review of analyses conducted by other firms and third party analysis to ensure compliance with CEQA and NEPA requirements.

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### Relevant Experience

#### Education

M.Eng., Transportation Engineering, Pennsylvania State University (as part of the Bureau of Highway Traffic program)

B.S., Civil Engineering, University of Connecticut

#### 36 Years Experience

#### Certifications / Registrations

Registered Traffic Engineer, State of California # 1411

#### Professional Affiliations

Institute of Transportation Engineers

Transportation Research Board

**Saddle Crest Homes EIR Orange County, CA. Peer Reviewer of Developer's Transportation Consultant.** Jack peer reviewed the transportation analysis conducted by developer's traffic consultant and incorporated the findings into the EIR. The proposed project includes the development of 65 single-family homes on an approximately 113.7-acre site in unincorporated Orange County. In 2003, the Orange County Board of Supervisors approved a similar, but larger, project, but that approval was successfully challenged, and the current smaller development was proposed. The proposed project includes a request to amend the Transportation Element of the General Plan to change the prescribed traffic level of service methodology for Santiago Canyon Road. The transportation analysis included an evaluation of study area intersections and roadway segments of Santiago Canyon Road, with and without the project, based upon the County's Growth Management Plan Transportation Implementation Manual, as it is proposed to be amended, as well as a discussion of traffic under the GMP TIM without the amendment.

**Broadway/West Grand EIR, Oakland CA. Peer Reviewer of Transportation Subconsultant.** Jack provided peer review of transportation analysis for an EIR for the Broadway-West Grand Avenue Mixed Use Project on two square city blocks in downtown Oakland. The proposed project would replace the existing primarily automobile-related commercial and retail uses with a mixed-use project of residential units, ground floor commercial uses, and structured parking to serve both uses. Key issues addressed in the EIR included impacts on historic structures on the project site, and the effect of the shadow cast by the project on nearby residential and commercial uses.

**Courthouse Condominiums Mixed Use Residential Project Focused EIR, Oakland CA. Peer Reviewer of Transportation Subconsultant.** Jack provided peer review of transportation analysis for the EIR for a project that proposed to demolish the Courthouse fitness club at the corner of Telegraph Avenue and 29<sup>th</sup> Street in downtown Oakland, and construct residential units, ground floor retail, and on-site parking, in a five-story building. Environmental issues include demolition of a historic resource, traffic and transportation (as the project would add traffic to Telegraph Avenue), air quality due to project traffic, and land use and planning as the project would have a greater density than its immediate surroundings.

## Relevant Experience (Continued)

**Catellus Mixed-Use Project Phase II SEIR (Alameda Landing). *Peer Reviewer of Transportation Subconsultant.*** Jack provided peer review of transportation analysis for the SEIR analyzing revisions to a previously-certified EIR for a development master plan. The waterfront project involved 800,000 square feet of mixed use development with 30 housing units and a water taxi landing. Key topics included traffic and circulation, air quality and noise, and biological resource impacts associated with in-water construction.

**Central Park Apartments Joint IS/EA, Mountain View, Santa Clara County, CA. *Senior Reviewer of ESA Transportation Analyst.*** Jack provided senior review of transportation analysis for a Joint Initial Study (CEQA) and Environmental Assessment (NEPA) for an addition to an existing senior housing complex owned by Mid-Peninsula Housing Coalition and located in the City of Mountain View. ESA staff also completed a parking study that compares actual use of existing parking spaces at other senior housing complexes. The project would include new community rooms, new surface parking, relocation of a community garden, an abandonment of a cul-de-sac by the City, and an easement granted to an adjacent multi-family housing complex. Other issues included the visual quality of the proposed new buildings, and the proximity of the site to known archaeological resources and noise sources, such as Caltrain and Central Expressway.

**Marina Center Mixed-Use Development EIR, Eureka, CA. *Peer Reviewer of Developer's Transportation Subconsultant.*** Jack provided peer review of transportation analysis for the EIR for a former railroad turntable yard in Eureka. The 43-acre project site is in the Coastal Zone, currently being investigated for subsurface contamination of soil and groundwater. Former operations at the railroad yard included railroad car maintenance and repair and fueling of locomotives. Environmental issues include hazardous materials, transportation, air quality, noise, biology, geology, and aesthetics.

**Oak Knoll Residential Master Plan Project, Oakland, CA. *Peer Reviewer of Developer's Transportation Consultant.*** Jack provided peer review of transportation analysis for the EIR for the proposed project would consist of approximately 960 residential units, 144,000 square feet of retail and 52 acres of open space, which was a reduced project compared to the project analyzed in the 1998 certified Oak Knoll EIR. Among the issues addressed was a comparison of trip generation for the proposed project versus that for the Maximum Capacity Alternative in the 1998 EIR, taking into account trips associated with the NMCO prior to closure.

**Pacific Pipe Mixed-Use Project, Oakland, CA. *Peer Reviewer of Developer's Transportation Consultant.*** Development of approximately 1,400 residential units and 250,000 square feet of retail and light industrial space on a former industrial site in West Oakland, at the intersection of West Grand Avenue and Mandela Parkway. Project to include reuse of Pacific Pipe building and construction of five residential towers up to 300 feet tall above podiums containing commercial space and parking.



## KIMIKO C. LIZARDI

Community Planning Program Manager

Kimiko has extensive experience managing large-scale specific plan and community plan efforts for various counties and cities. She has been directly responsible for all aspects of project management on individual projects including client communication, subconsultant management, project team coordination, document development and quality control, agency and citizen communication and coordination, meeting facilitation, hearing presentations, and budget and schedule tracking. Her knowledge and experience with government codes, policies, and regulations, combined with her ability to work effectively with staff, developers, and stakeholders — adds value to the projects in which she is involved.

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### Education

B.A., Urban Studies and Planning, University of California, San Diego

### 12 Years Experience

### Professional Affiliations

American Planning Association

**City of Pico Rivera, General Plan, Zoning Code Update and Program EIR, Pico Rivera, CA. *Project Manager.*** Kimiko is managing a comprehensive update of the Pico Rivera General Plan and Zoning Code and preparation of the Program EIR. The City of Pico Rivera is a built out City. A key component of the update is balancing the desire to retain the City's character and maintain its stable neighborhoods, while providing real solutions for the enhancement of opportunity areas and challenges faced by the City. The update includes development of a GIS database system, including the creation of GIS-based land use, zoning, circulation, parks, and trails maps. The zoning update also includes development of design guidelines and a design review process.

**Madera County, Gunner Ranch West Area Plan and Specific Plan, Madera County, CA. *Project Manager.*** Kimiko is managing the preparation of the Specific Plan for a 1,033-acre master-plan for a complete and healthy community to complement and enhance the existing Children's Hospital of Central California (CHCC), the Ronald McDonald House, and associated medical activities. The project will provide a major job center for the region with an estimated 8,236 jobs generated by CHCC and associated medical, research and development, and professional services as well as retail, commercial and other services. The plan establishes the medical campus as the heart of the community and surrounds it with a full array of housing and services. Additionally, the comprehensive trail and park system is carefully designed to connect key activity centers and recreational spaces such as the San Joaquin River Parkway to promote walking and bicycling throughout the community.

**City of Pico Rivera, Durfee Avenue Corridor Plan, Pico Rivera, CA. *Project Manager.*** Kimiko is managing preparation of Phase I of the Durfee Avenue Corridor Plan. Phase I includes development of an initial Land Use Concept, Complete Streets Concept and recommended corridor modifications. The City of Pico Rivera was awarded a grant to design and construct a railroad grade separation along Durfee Avenue to increase vehicular pedestrian, and bicycle safety and mobility. The City's investment in the railroad grade separation and beautifying the streetscape is an important first step in revitalizing the corridor. Phase I of the Durfee Avenue Corridor Plan is intended to guide the final design of the grade separation, public improvements along Durfee Avenue and revitalization of the corridor. Development of the Corridor Plan is being

## **Relevant Experience (Continued)**

coordinated with the 2014-2021 Housing Element and General Plan update programs.

**City of Malibu, Commercial Diversification Planning Services, Malibu, CA. *Project Manager.*** Kimiko is managing planning services, including analysis, meeting attendance and strategy development for a private client that is monitoring the City's proposal of a Commercial Diversification Ordinance. Kimiko is responsible for reviewing pertinent materials including the City's General Plan, Local Coastal Program, relevant ordinances of other agencies, and the City's draft ordinance and providing the Client with a detailed planning analysis and recommendations to address the Client's concerns and protect their interests.

**Madera County, Gateway Village Area Plan and Specific Plan, Madera County, CA. *Project Manager.*** Kimiko managed the preparation of the Area Plan and Specific Plan for a 1,793-acre community. The Gateway Village Specific Plan was the first of its kind to be adopted in Madera County's new growth area. The Specific Plan set the precedent for addressing water supply, circulation, public services, urban design and zoning for a new mixed-use, master-planned community in a historically rural, and agricultural setting.

**Greenleaf Orchards LTD.L.P/Pegasus Orchards LLC, Liberty Groves Area Plan and Specific Plan, Madera County, CA. *Project Manager.*** Kimiko is managing the preparation of the Area Plan and Specific Plan for a 1,400-acre master-planned, mixed-use community. Liberty Groves proposes a diverse mixture of residential, commercial, office/light industrial, recreational land uses and other necessary services and community amenities. Kimiko is also managing and coordinating the project's extensive outreach program which includes a project website, neighborhood meetings, open house meetings, surveys and brochures. The outreach program is aimed at providing a transparent planning process and educating the general public about the project's ability to be self-sustaining. Another key feature of the project is a Neighborhood Electric Vehicle Plan intended to provide an alternative transportation option in an area that is underserved by public transportation.

**Bolthouse Properties Consulting Services, Los Angeles County, CA. *Project Manager.*** On behalf of a private developer, Kimiko is monitoring the Los Angeles County Town & Country –Antelope Valley Area Plan Update and General Plan Update. Kimiko is responsible for reviewing all necessary materials and ongoing monitoring of the potential impacts of these efforts on Bolthouse properties. Kimiko is also responsible for representing the developer's interest and articulating land use related concerns at meetings and correspondence with County representatives. Kimiko is responsible for ensuring the Client clearly understands the potential impacts and for advising the Client of appropriate actions to address these impacts.



## LAURA ROCHA, CPSWQ, QSD/QSP

Managing Associate

Laura provides environmental management services, with a focus in water quality/water resources in the Southern California region. She is a Certified Professional in Storm Water Quality (CPSWQ) and a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer/Practitioner. In addition, Laura contributes to a variety of tasks related to the preparation and management of environmental documents, including technical reports, Environmental Impact Reports (EIRs), Mitigated Negative Declarations (MNDs) and Environmental Assessments (EAs), pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) for commercial, residential, mixed-use, and water infrastructure projects. Laura is known for her ability to provide quality work products in a timely manner.

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### Relevant Experience

#### Education

M.S., Environmental Studies;  
California State University,  
Fullerton

B.A., Environmental Studies  
and Psychology; University of  
California, Santa Barbara

#### 9 Years of Experience

#### Professional Affiliations

California Stormwater Quality  
Association, CASQA

Water Environment Research  
Foundation, WERF

2013 Water Leaders Class,  
Water Education Foundation

#### Certifications

Certified Professional in  
Storm Water Quality, #0716

Qualified SWPPP Developer  
(QSD) and Qualified SWPPP  
Practitioner (QSP), #21545

#### Los Angeles Department of Water and Power (LADWP) On-Call Environmental Services, Griffith Park South Water Recycling Project, Project Manager.

ESA is providing LADWP with multidisciplinary on-call environmental services as part of a three-year contract for energy and water projects. Laura managed the Griffith Park South Water Recycling Project located in Griffith Park in the City of Los Angeles. Laura oversaw the preparation of a Categorical Exemption with supporting technical studies to support environmental clearance associated with geotechnical borings required for design of the underground pipeline. In addition, Laura oversaw preparation of the Initial Study/Mitigated Negative Declaration and supporting technical studies for the overall water recycling project. The IS/MND was certified by LADWP on March 18, 2014.

#### Los Angeles Department of Water and Power (LADWP) On-Call Environmental Services, Well V817 Rose Valley Pipeline Installation Project, Inyo County, CA. Project Manager.

ESA is providing LADWP with multidisciplinary on-call environmental services as part of a three-year contract for energy and water projects. Laura is currently managing the Well V817 Pipeline Installation Project located on LADWP-owned land in the Rose Valley Area of Inyo County, east of Highway 395 and south of South Haiwee Reservoir. Laura is overseeing preparation of the IS/MND and supporting technical work. Significant issues include potential impacts to the groundwater basin, Mojave ground squirrel and desert tortoise.

#### Kern County Planning Department, On-Call Environmental Services, Fremont Valley Preservation Project, Kern County, CA. Project Manager.

Laura managed preparation of an EIR for the Fremont Valley Preservation Project. The Fremont Valley Preservation Project would consist of three components on approximately 4,806-acres on four geographically separated sites within unincorporated Kern County: (1) a 1,008 megawatt (MW) solar photovoltaic electrical generating facility (solar facility) and associated infrastructure; (2) a water recharge and water production facility (water banking facility); and (3) a native water extraction for off-site use facility. The project would also include connections to off-site 230 kilovolt (kV) or 345 kV existing

### **Relevant Experience (Continued)**

and proposed transmission lines that connect to one of five potential substations. A Notice of Preparation (NOP)/Initial Study (SCH No. 2012111014) was circulated for a 30-day public review period beginning on November 6, 2012. The Draft EIR for the proposed project was circulated for a 68-day public review period beginning on September 12, 2013 and ending on November 18, 2013. The Final EIR was certified by the Planning Commission on January 23, 2014 and is pending approval by the Board of Supervisors.

**Kern County, Solar EIRs, Kern County, CA. CEQA Lead.** Laura currently serves as CEQA Lead for the preparation of EIRs for multiple photovoltaic solar projects in the desert region of Kern County. She serves as the Project Manager for the Kingbird Solar Photovoltaic, Rosamond Solar Array, and Willow Springs Solar Array projects, all of which are currently in the Draft EIR preparation phase.

**City of Anaheim, PacifiCenter Mixed-Use Redevelopment Project, Anaheim, CA. Project Manager.** Laura assisted the City of Anaheim to prepare an IS for the PacifiCenter site. The proposed project included (1) a General Plan Amendment to change the land use designation from General Commercial to Mixed Use; (2) an amendment to Specific Plan 88-3 to allow for additional development, redevelopment, and mixed-use center consisting of office, retail, food service, and residential components; (3) approval of a Conditional Use Permit to allow for a mixed-use project consisting of offices, retail buildings, a train station, and residential uses; and (4) the approval of a Development Agreement. Laura was the primary author of the IS prepared for the project. Laura worked with the City and developer to identify preliminary impacts to environmental resources and identified the appropriate level of CEQA documentation and supporting technical studies.

**City of Costa Mesa, Costa Mesa Senior Housing Development, Costa Mesa, CA. Assistant Project Manager.** Laura prepared the IS/MND and analyzed the environmental effects of the proposed project, which included a focused analysis of the proposed construction of 230 residential rental units, including related infrastructure and recreational amenities, located at the northwest corner of Harbor Boulevard and Mesa Verde Drive East within the City. The proposed project also included a rezone and new development of a senior apartment complex consisting of two main residential buildings containing 14 studios, 96 one-bedroom apartments, and 120 two-bedroom apartments for persons 55 and older. The IS/MND was certified by the City in December of 2010.

## KELLY M. ROSS, AICP

Managing Associate

Kelly is a professional planner with experience contributing to and managing numerous planning and environmental documents related to general and specific plans, and commercial, residential, industrial, and mixed-use projects located throughout Northern and Southern California. She has coordinated projects for a variety of local agencies such as cities and counties, universities, and ports as well as for state and federal agencies. In addition to her extensive experience with residential and commercial projects, she has been involved with projects that have entailed the conversion of agricultural land to non-agricultural uses, water infrastructure projects, including pipelines, dams, and retention basins, energy projects, including solar energy facilities, and projects within or adjacent to national forests. She has a broad-based understanding of local government issues with an emphasis on land use planning and policy, visual quality, cultural and historic resources, public utilities and services, and population and housing.

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### Education

M.S., Urban Planning,  
Columbia University, New  
York, New York

B.A., History, University of  
Kansas, Lawrence, Kansas

### 11 Years Experience

### Professional Affiliations

American Institute of Certified  
Planners, #019373

American Planning  
Association

Association of Environmental  
Professional

### Specialized Training

One semester graduate-level  
coursework, Historic  
Preservation Planning,  
Cornell University, Ithaca,  
New York

### Certification

American Institute of Certified  
Planners

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### Relevant Experience

#### **County of Orange, The Preserve at San Juan EIR, Orange County, CA.**

**Project Manager.** Kelly managed the preparation of the CEQA analysis and documentation for The Preserve at San Juan project for the Phillips Development Company. The project consists of approximately 600-acres of undeveloped land located within the Cleveland National Forest that would be developed into approximately 200 single-family residential lots. The project also includes relocation of St. Michaels Abbey and ancillary facilities (i.e., boy's schools and nunnery), upgrades to existing Elsinore Valley Municipal Water District water facilities, and other open space uses (citrus/olive groves). The project site is located along Ortega Highway in unincorporated Orange and Riverside Counties.

#### **City of Calexico, La Jolla Palms Specific Plan, Calexico, CA. Project**

**Manager.** Kelly prepared the Specific Plan amendment, including providing the majority of the language for the amended sections and coordinating with the client and city staff. ESA provided planning services and prepared a specific plan amendment to the La Jolla Palms Specific Plan for the Hearthstone residential master plan project. The project includes development of 457 single-family detached units and approximately 22-acres of retail commercial uses on the 155-acre site. The project site is located east of Highway 111, at the northeast corner of Cole Road and Meadows Road.

#### **City of Rancho Santa Margarita, Robinson Ridge EIR, Orange County,**

**CA. Project Manager.** Kelly managed the preparation of the EIR, including supervising and mentoring junior staff and coordinating with the client and city staff. The Robinson Ridge project would develop 189-acres of undeveloped land into approximately 200 single-family residential lots including the construction of a new access road. Located in southern unincorporated Orange County, the site borders the City of Rancho Santa Margarita and Cleveland National Forest

## **Relevant Experience (Continued)**

and is currently operating as a commercial nursery. The proposed project would require annexation into the City of Rancho Santa Margarita as well as a General Plan amendment.

### **City of Eureka, Redevelopment EIR, Eureka, CA. *Deputy Project Manager.***

Kelly coordinated the in-house environmental review effort as well as conducting technical analyses for land use, population and housing, visual quality, and recreation/open space. This project included the development of a mixed-use residential and commercial development and a fish processing facility along an underutilized area of Eureka's waterfront in order to stimulate increased activity in the area. This EIR also included a programmatic element that addressed potential developments that would occur under a proposed redevelopment area. Kelly also prepared the Mitigation Monitoring and Reporting Program and the Findings Statement for this project.

### **City of San Francisco, 45 Lansing Street Residential Building EIR, San Francisco, CA. *Deputy Project Manager.***

Kelly conducted various technical analyses for this project and coordinated the overall environmental review effort with the project manager, City staff, and the project sponsor. Having previously completed a Program EIR for the Rincon Hill Plan in San Francisco, ESA prepared a subsequent analysis under CEQA for a 300-unit residential building at 45 Lansing Street, within the Plan area. Employing a relatively novel approach in San Francisco, ESA prepared technical studies covering historical resources, transportation, wind, shadow, and visual quality effects of the planned tower, which supported environmental review under CEQA Guidelines Sections 15168 and 15183, meaning that no new EIR was required and the CEQA documentation need only show that the project was consistent with the conclusions of the Program EIR for the area plan. The new building, which will contain 39-floors of residential space and be approximately 400-feet tall, was approved in March 2006.

### **City of Napa, Gateway Park Master Plan IS/EIR, Napa, CA. *Technical***

***Analyst.*** Kelly wrote the land use and aesthetics analysis for the Initial Study and EIR for Phase 2 of the Napa Gateway Park Master Plan project, a 173,000 square-foot mixed-use commercial center and 100-room hotel proposed for the entry to the Napa County Airport. The vacant 10-acre project site is located at the northwest corner of State Route 29 and State Route 12 (Jameson Canyon Road) in unincorporated Napa County. Seven low-rise buildings are proposed to contain 94,500 square feet of office and ground-floor commercial uses, and a 78,500 square-foot all-suites hotel. Coupled with Phase 1, a previously approved commercial office/bank building and a combination gas station, convenience mart, and two fast-food restaurants on three acres, the Phase 2 development will complete a 13-acre master plan for the site.



## ERIC SCHNIEWIND

Technical Associate - Geologist

Eric has over 19 years of experience as a geologist, hydrogeologist, hydrologist, and hazardous materials specialist in environmental consulting. His technical background includes geotechnical engineering, soil, and groundwater contamination investigations, environmental remediation planning and implementation, and Phase I site assessments. In addition, Eric has been involved in fault trace identification and landslide hazard studies. His general responsibilities include providing geological, geotechnical, and hydrogeological technical support for National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documents such as Environmental Impact Reports (EIRs) and Environmental Impact Statements (EISs), and Environmental Assessments (EAs).

### Relevant Experience

#### Education

B.A., Geological Sciences,  
UC Santa Barbara

#### 19 Years of Experience

#### **Saddle Crest Homes EIR. Orange County, CA. *Geologist and Hydrologist.***

Preparation of an EIR and select technical studies (noise, GHG, and AQ) for a proposed residential development in unincorporated Orange County, within the Foothill/Trabuco Specific Plan. Project includes development of approximately 65 homes with an average lot size of 20,000 square feet on 113 acres.

Approximately 55 acres will be dedicated to the County for open space. Project includes analysis of two project designs that include a concentrated location of homes and more widely distributed. Issues included flooding, seismic hazards, and slope stability.

#### **Broadway Plaza Long-Range Master Plan EIR. Walnut Creek, CA.**

***Geologist and Hazardous Materials Specialist.*** ESA prepared an EIR for the Broadway Plaza Long Range Master Plan. The project included a net increase of up to 300,000 gross square feet of retail space, or a net increase of up to 400,000 gross square feet of mixed retail and residential uses. It also anticipated demolition and reconstruction of approximately 200,000 square feet of retail space, demolition of approximately 40,000 square feet of unusable basement space that will not be replaced, and interior and exterior architectural improvements to the rest of the Broadway Plaza shopping center. Key issues included seismic hazards including groundshaking, liquefaction as well as flooding, and nearby groundwater contamination from a former dry cleaning operation.

#### **Contra Costa County, Bayview Estates Residential Development EIR.**

***Contra Costa County, CA. Geologist.*** Eric provided technical analysis and data review on landslide hazards for a controversial hillside development. This project required large scale grading efforts that left relatively steep slopes above proposed residential development. Various geotechnical grading, drainage, and other geotechnical mitigation measures were proposed to ensure slope stability.

#### **Northeast Rohnert Park Specific Plan EIR, Sonoma County, CA. *Geologist and Hydrologist.***

Eric is providing technical data on geology and hydrology for the EIR for the City of Rohnert Park for its proposed Northeast Area Specific Plan. The specific plan called for development of a residential community of approximately 1,060 dwelling units in a variety of housing densities and types,

### **Relevant Experience (Continued)**

18-acres of parks and bikeways, and nearly 57-acres of other open space on an approximately 272-acre site adjacent to the northeastern edge of the city. The property consists primarily of former agricultural land, and contains a number of old buildings as well as two riparian corridors.

**Gateway Village Project-Specific EIR, Madera County, CA. *Geologist and Hydrologist.*** ESA is preparing a Program EIR for the Gateway Village project, a mixed-use development of residential, retail, office, open space, and public facilities located north of Fresno along State Route 41. The EIR will document potential impacts associated with implementation of the project's Area Plan, Specific Plan and Infrastructure Master Plan and will be used to the extent feasible by Madera County in approving subsequent phases of the project. ESA is preparing air quality, biological conditions, wetland delineation, agricultural conversion, endangered species, and cultural resources inventory reports, along with analyzing existing technical reports to address water supply, traffic and circulation, utility/service infrastructure, hydrology and water quality, and soils/geology issues.

**Dublin SOI Project. Danville, CA. *Geologist.*** ESA prepared an environmental document comparable to an EIR for the Dublin Preserve Sphere of Influence (SOI) and General Plan Amendment, to support a pending project application to the City by the developer, Pacific Union Homes. The project proposes to incorporate approximately 1,450 acres of land in Alameda County, at the eastern edge of the city of Dublin, into the Dublin SOI. The project also would amend the Dublin General Plan and Eastern Extended Planning Area to incorporate the same. Development would entail up to 1,990 residential units for active senior housing, and 60 percent of the site would be preserved for open space. Key issues include transportation access, development in proximity to Cottonwood Creek that bisects the site, preservation of steep undeveloped hillsides and grasslands, as well as consideration of potentially historical farms.

**City of Walnut Creek Locust Street Specific Plan EIR, Walnut Creek, CA. *Geologist and Hydrologist.*** Eric prepared the geology, hydrology, and hazardous materials-related hazards sections of the EIR. Key topics addressed were traffic and parking; land use and policies; air quality; noise, geology, soils and seismicity; hydrology and water quality; visual quality; population and housing; and hazards and hazardous materials.

**Grand Ronde Elder Housing, Grand Ronde, OR. *Hydrologist.*** Eric provided technical data on stormwater pollutants anticipated for a proposed housing development. The project called for converting a large area of pervious surfaces to impervious surfaces that would drain directly into a creek that is habitat for protected aquatic species. The initial work also included an evaluation of potential stormwater quality concerns during the construction phase.

# MICHAEL WILLIAMS, PhD

Paleontologist

Michael Williams is a professional paleontologist with over 13 years of experience in the field. After earning his Ph.D. at Louisiana State University, he began working with several firms as a staff paleontologist and principal paleontologist. The varied work experiences enabled Michael to work in all aspects of paleontological mitigation, including phase I preconstruction surveys; attending pre-grade meetings; preparing and presenting onsite Worker Environmental Awareness Programs; monitoring for paleontological resources and supervising paleontological monitoring; coordinating spot-checks and monitoring with construction superintendents and foremen; collecting and processing sediments for vertebrate microfossils; preparing paleontological assessment reports, EIRs/EISs, and paleontological mitigation plans; and accessioning fossils to the Natural History Museum of Los Angeles County, San Bernardino County Museum and the Cooper Center in Orange County. Michael also has CALTRANS, BLM, and private company paleontological mitigation experience in Orange, San Diego, Imperial, Los Angeles, Riverside, Kern, and San Bernardino counties.

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## Relevant Experience

### Education

Ph.D., Geology and Geophysics, Louisiana State University

B.S., Zoology, Louisiana State University

### 13 Years Experience

### Professional Affiliations

[Name of Affiliations]

**1500 S. Figueroa Project; City of Los Angeles, California.** Provided senior paleontological support to field monitors, collected and processed sediment samples for microfossils, and co-wrote the final monitoring report.

**Orange County Great Park Paleontological Monitoring.** Monitored construction activities for former UST 240b and pond excavations for paleontological resources and wrote the final monitoring reports.

**College Park Home Construction Project.** Supervised paleontological monitoring.

**Anaheim Henning View Terrace Home Construction Project, Anaheim Hills, CA.** Supervised paleontological monitoring.

**Proposed Oasis Date Gardens Development.** Conducted paleontological survey and wrote Paleontological Resources Assessment.

**Whisler Home Construction Project, Lake Forest, CA.** Surveyed construction site for paleontological resources. Monitored, and supervised monitoring of grading activities.

**Mountain View Acres, Victorville, CA.** Coordinated monitoring with construction superintendent and county of San Bernardino and monitored for paleontological resources.

**Cahuilla Gold Mining Project-Phase III, Salton City, CA.** Participated in survey for paleontological resources and technically reviewed the final report.

## **Publications (Continued)**

**LifeTime Fitness, Laguna Niguel, CA.** Coordinated spot-checks of excavations with the construction foremen, monitored excavations for paleontological resources, coordinated accessioning of fossils to the Cooper Center, and wrote the Final Monitoring Report.

**SANBAG I-10 Cherry Ave. Interchange Improvement Project.** Supervised paleontological monitoring of excavations and collected and processed sediment samples for vertebrate microfossils.

**I-10 Citrus Ave. Interchange Improvement Project.** Supervised paleontological monitor, collected and processed sediment samples for vertebrate microfossils, and co-wrote the Final Paleontological Mitigation Report.

**Marsh Landing Generating Station.** Assisted in managing daily monitoring activities, writing of monthly reports, and writing of Final Report.

**Sonoran West Solar Project.** Participated in paleontological survey on BLM and private lands. Assisted in writing the final report.

**Rio Mesa Solar Project.** Participated in paleontological survey on BLM and private lands. Assisted in writing the Paleontological Resources section for the AFC and final report.

**I-215 Murrieta Hot Springs Road to Scott Road.** Participated in survey for paleontological resources, monitored excavations for paleontological resources, and co-wrote the Paleontological Mitigation Report for CALTRANS, District 8.

**I-215 Scott Road to Nuevo Road.** Co-wrote the Paleontological Mitigation Plan for CALTRANS District 8.

**Plains Exploration and Production.** Surveyed for paleontological resources and co-wrote the paleontological resource assessments.

**Legislative Environmental Impact Statement (EIS) for Renewal of the Chocolate Mountain Aerial Gunnery Range (CMAGR) Land Withdrawal, California, U.S. Naval Facilities Engineering Command Southwest and U.S. Marine Corps Air Station Yuma.** Contributed to paleontological resource sections of Legislative EIS for extension of the U.S. Department of the Navy aerial munitions gunnery range and test ground.



## TERRANCE WONG

Senior Air Quality & Noise Specialist

Terrance is a highly analytical and skilled environmental planner with 10 years of experience in the preparation of CEQA and NEPA documents. His technical capabilities include a specialization in air quality and noise analyses along with general section writing and preparation of environmental documents. His qualifications also include expertise in the preparation of climate change analyzes for environmental documents, including calculations associated with generating a greenhouse gas inventory for projects.

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### Education

M.A., Environmental Studies, Concentration Environmental Law, Policy, and Management, University of Southern California

B.S., Biology, University of California, Los Angeles

### 10 Years of Experience

### Specialized Training

Lakes Environmental AERMOD Air Dispersion Modeling Course

Hotspots Analysis and Reporting Program (HARP) computer software course

SoundPLAN User Training course

Federal Highway Administration's Traffic Noise Model (FHWA-TNM) certified course

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### Relevant Experience

**County of Orange, The Preserve at San Juan EIR, Orange, CA. Senior Associate.** The Preserve at San Juan project is intended to provide for the development and maintenance of a medium density single-family residential neighborhood in conjunction with limited agricultural uses. The proposed project would develop 51 single-family residential developments on two non-contiguous sites located in the southeastern portion of unincorporated Orange County, which is situated in the largely undeveloped Cleveland National Forest and Santa Ana mountain range, as well as a community center, internal circulation, external access improvements, an on-site wastewater treatment system, internal landscaping and fuel modification zones, and dedicated open space. Phase 1 (south parcel) or Sanchez Parcel is approximately 388.7 acres and is located between 2,300 feet and 2,970 feet west of Ortega Highway. The 194.5-acre Phase 2 (north parcel) or Nilson parcel is located approximately 122 feet north of Phase 1 (south parcel), and is between 2,240 and 2,670 feet west of Ortega Highway. Terrance was responsible for the preparation of the air quality, greenhouse gas, and noise analyses in the EIR.

**City of Temecula, Uptown Jefferson Specific Plan EIR, Temecula, CA. Senior Associate.** ESA is working with the City of Temecula to plan for the Jefferson Corridor area, which is envisioned to become Temecula's "Great Street." Based upon the direction received from the Jefferson Corridor Ad-Hoc Subcommittee and the community's vision for the future, the City is preparing a Specific Plan that will guide the future development and redevelopment of the area by implementing form-based code principles, development standards, and design guidelines. Additionally, the Jefferson Corridor will foster pedestrian activity and capitalize on its proximity to the Murrieta Creek trail and its visual window from Interstate 15. ESA is supporting the City in this effort by providing input on environmental topics to the Specific Plan and developing the EIR. Terrance helped prepare the air quality, greenhouse gas, and noise analysis for this Program EIR.

**Orange County, Saddle Crest Homes Project EIR, Orange County, CA. Senior Associate.** The Saddle Crest project includes the development of 65 residential homes on an approximately 113.7-acre site. The EIR documented potential impacts associated with implementation of the project, including amendments to the Foothill/Trabuco Specific Plan (F/TSP) and the Orange County General Plan to allow for a clustered design on the site and update

### **Relevant Experience (Continued)**

methodology for analyzing traffic impacts in the project area. The EIR also includes a side-by-side analysis of a non-clustered scenario that meets all the requirements of the F/TSP. The project includes the providing of approximately 79.6-acres (70 percent) of the site as open space. ESA provided technical reports for air quality, cultural resources, greenhouse gas, and noise. Key issues for the EIR included impacts associated with: biological resources, traffic, and growth inducement associated with the specific plan and general plan amendments. Terrance conducted air quality dispersion modeling to analyze the localized impacts of the project's construction emissions on the nearby sensitive receptors as well as the carbon monoxide hotspots modeling at the roadway intersection that experienced the greatest increase in traffic volumes as a result of the project.

**Kern County, Solar EIRs, Kern County, CA. *Senior Associate.*** ESA is preparing EIRs for multiple photovoltaic solar projects in the desert region of Kern County. Terrance serves as a Senior Associate for these efforts, and his role includes reviewing the air quality, greenhouse gas, and noise technical reports for technical adequacy and preparing the corresponding EIR sections. The County has a vision to become the center of solar development in California. The project sites ranges are based on photovoltaic (PV) panel technology, and range from around 500-acres to over 5,400-acres. All the projects are on a "fast track" schedule with the expectation of certification in nine to twelve months. In addition to preparing the EIRs, ESA is reviewing all technical reports for adequacy and compliance with CEQA requirements. Technical reports include: agricultural conversion, aesthetics, air quality, biological resources, cultural resources, water supply assessments, greenhouse gas emissions, noise, and traffic. Unique challenges include preparing much of the CEQA documentation on similar schedules and coordinating with the County and multiple applicants. Key environmental issues include: aesthetics, agricultural resources, biological resources, construction-related impacts, and cumulative impacts.

**County of Los Angeles, Mariner's Village Renovation Project, Los Angeles, CA. *Senior Associate.*** The proposed Mariner's Village renovation project would renovate an existing 981 unit apartment community on a 49-acre parcel immediately adjacent to the main channel in Marina del Rey, California. Existing onsite water, sewer, and drainage systems will be completely re-engineered and reconstructed, and the existing dysfunctional access system will be redesigned. As part of the EIR for the project, environmental analysis was conducted for a proposed new anchorage that would accommodate 92 boat slips, storage of approximately 20 non-motorized kayaks or paddle boards and 24 personal watercrafts on the docks, along with a 110-foot transient dock. The EIR also evaluated landside and water side impacts of a new vertical bulkhead (seawall) that would replace the existing revetment bulkhead and accommodate the new docks, waterfront facilities, and a public promenade. Finally, the EIR also addresses the impacts of improvements to an adjacent Los Angeles County park, development of a 1,200 square foot view platform and an ADA gangway connecting to a 90-foot public dock that will serve as a waterside public connection. Terrance was responsible for the preparation of the air quality, greenhouse gas, and noise analyses in the EIR.

# ROBBIE SWEET

Biologist

Robbie has variety of experience in habitat assessments, ecology of wildlife, plants and vegetation communities. He conducts surveys in a variety of locations throughout California that contain diverse habitats. These projects have included focused rare plant surveys in the Coachella Valley, coastal southern California, and northern California. He has conducted surveys for a diverse range of wildlife, documented the results in a variety of technical documents, and conducted monitoring on both small and large projects. His wildlife experience has been related to avian and reptile species, including least tern, western snowy plover, burrowing owl, blunt-nosed leopard lizard, and giant garter snake.

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## Education

B.S., Environmental Science and Resource Management, California State University, Channel Islands

## 6 Years Experience

## Permits and Certifications

Collecting Permit for State-Designated Endangered, Threatened and Rare Plants (2081(a)-12-29-V)

California Fish and Wildlife Scientific Collecting Permit (SC - 11807)

## Specialized Training

California Native Plant Society Rare Plant Surveys Workshop, 2012

Blunt-Nosed Leopard Lizard Identification Workshop, 2009. Level 1 Surveyor (additional 10 survey days with a Level II surveyor)

Desert Tortoise Surveying, Monitoring, and Handling Workshop, 2009

## Professional Affiliations

California Native Plant Society Member

## Relevant Experience

**California Department of Fish and Wildlife (CDFW), Western snowy plover and California least tern breeding surveys, Ormond beach and Point Mugu Naval Base, CA. *Volunteer.*** Mr. Sweet assisted survey crews in conducting meandering pedestrian surveys throughout a section of coastal dune habitat during the 2012 breeding season. Robbie logged over 15 hours surveying the beach under the supervision of a permitted individual. While conducting surveys, multiple adult plovers, chicks and active nests were observed.

**Los Angeles County Department of Regional Planning, Biological Constraints Analysis (SEATAC), Los Angeles County, CA. *Biologist.*** Mr. Sweet conducted a biological assessment including focused rare plant surveys and breeding bird surveys to characterize a project site located partly within a Significant Ecological Area (SEA). SEA's are parcels located within the county of Los Angeles, determined by the Department of Regional Planning (DRP) to be ecologically important. Following surveys, a BCA (Biological Constraints Analysis) was drafted for submission to the Significant Ecological Area Technical Advisory Committee (SEATAC) board for review.

**Los Angeles Department of Water Resources, Arroyo Toad Surveys, Los Angeles County, CA. *Biologist.*** The Department of Water Resources (DWR) manages hydrological output between the Lake Pyramid and Lake Piru reservoirs, which historically has introduced pressures on the federally listed Arroyo toad populations. Based on this knowledge, output of water is currently regulated in an effort to reduce impacts to the species during periods of increased sensitivity (Breeding). As part of a five year monitoring plan established for the toads, ESA conducted surveys throughout the breeding season in order to determine long term reproductive success. Following surveys, the collected data is analyzed and compiled into an annual report for submission to DWR and pertinent agencies.

**Metropolitan Water District, Environmental Compliance and Biological Monitoring, La Verne, CA. *Environmental Inspector and Biologist.*** The Metropolitan Water District is currently in the process of upgrading a water treatment plant located in Los Angeles County. ESA has been contracted to conduct routine monitoring of the active construction site to ensure that all

## Relevant Experience (Continued)

guidelines outlined in the project Storm Water Pollution Prevention Plan (SWPPP) are followed. In addition, breeding bird surveys are conducted on an as-needed basis to ensure that nesting birds are not impacted by construction activities.

### **First Solar Burrowing Owl and Breeding Bird Surveys, Luna County, NM.**

**Biologist.** Robbie conducted protocol burrowing owl surveys and breeding bird surveys of a proposed photovoltaic solar site on state land in Luna County, New Mexico. During surveys, an active Swainson's hawk nest was observed and guidelines were established through coordination with the client to protect the resource during proposed construction activities. Following the completion of surveys, a report of the findings was drafted and submitted to the client and the New Mexico State Land Office.

### **Los Angeles Department of Water and Power, Avian Point Counts, Kern County, CA.**

**Biologist.** ESA was contracted by the Los Angeles Department of Water and Power (LADWP) to study presence of avian species within an active wind farm located in the Tehachapi Mountains. In an effort to determine the risk of avian collisions with current and proposed wind turbines, routine point counts are being conducted over a five year period. All species observed and their proximity to existing and proposed turbines is recorded and entered into a database. All data will ultimately be analyzed and compiled into a report at the conclusion of the study period.

### **Las Virgenes Municipal Water District, Habitat Restoration Monitoring,**

**Los Angeles County, CA. Principal Biologist.** In 2011, As a result of facilitating replacement of check valves along an established ROW, The Las Virgenes Municipal Water District (LVMWD) impacted native coastal sage scrub and riparian habitat. Per recommendations from the California Department of Fish and Wildlife (CDFW) and the Santa Monica Mountain Restoration Trust (MRT), the LVMWD facilitated a restoration of disturbed areas along the ROW. ESA was contracted to monitor the restoration over a five year period. Annual quadrat sampling of the restored area is currently being conducted to determine quantitative success of the restoration. Success criteria will be determined based on the overall percentage of native and non-native species density. Reports documenting progress are required each year to monitor success of the restoration.

### **Los Angeles Department of Water and Power, Least Bell's Vireo and Southwestern Willow Flycatcher Surveys, Los Angeles County, CA.**

**Biologist.** Robbie conducted protocol least Bell's vireo surveys of a willow/cottonwood riparian corridor within a Los Angeles Department of Water Resources (LADWP) property. Concurrently, Mr. Sweet shadowed a permitted biologist during surveys for the Southwestern willow flycatcher. Reports documenting the presence of both species onsite will NWD be drafted and submitted to the pertinent agencies.

## Calabasas RFQ - Environmental Review Services

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### **CITY OF CALABASAS**

### **Request for Qualifications, Environmental Review Services**

### **Issued May 1, 2014**

#### **I. Introduction**

The City of Calabasas is seeking Statements of Qualifications (SOQs) from Environmental Consulting firms for on-call environmental review services. This RFQ describes the consultant qualifications to be evaluated, outlines City expectations, explains the review and selection process, and lists the submittal date for the Qualifications Statements.

#### **II. Background**

The City of Calabasas is located approximately 30 miles west of Downtown Los Angeles, near the western border of Los Angeles County. The City is 12.9 square miles in size, and was incorporated in 1991. Development in the City generally occurred over the last 50 years, with the majority occurring pre-incorporation under the jurisdiction of unincorporated Los Angeles County.

From time to time, the City of Calabasas Community Development Department has development projects that require the preparation of CEQA documentation, such as a Negative Declaration (ND), Mitigated Negative Declaration (MND), or Environmental Impact Report (EIR), that cannot be prepared by City staff due to time constraints or the complexity of the project specific issues. For the last ten (10) years the City has held professional services agreements with environmental consulting firms to assist in CEQA analysis and document preparation.

Consequently, the City desires to obtain consultant services for a broad range of environmental review work. This work will be concentrated primarily on preparation of CEQA-required reports associated with proposed development projects (EIRs, MNDs, NDs), and associated technical studies. Also, from time to time, the city may also desire expert review, as City's agent, of environmental documents for proposals in adjoining or nearby jurisdictions, as well as mitigation compliance monitoring and reporting, and other expert environmental review and reporting work. The approximate aggregate annual volume of environmental review and assessment work administered through the Planning Division is \$250,000. This component will be awarded to several, but not more than three selected respondent firms, with work divided among them.

#### **III. Scope of Services**

- A. The specifics for each project will vary based on the pertinent issues, but generally the consultant would be expected to perform the following tasks:

## Calabasas RFQ - Environmental Review Services

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1. Prepare all environmental documents and notices in the manner required by CEQA and the CEQA Guidelines, including, but not limited to: Initial Studies; Draft NDs, MNDs and EIRs; Final NDs, MNDs, and EIRs; and Notices of Preparation, Intent, and Determination.
2. As necessary, prepare any technical studies needed to complete the environmental review (e.g., geotechnical reports, traffic impact reports, oak tree reports, biological assessments and other studies).
3. Prepare all notices and file (including fees) with the Los Angeles County Clerk and/or the State Clearinghouse.
4. Attend all project hearings before the Planning Commission and City Council.
5. Peer review of technical reports prepared by other consultants, including, but not limited to: oak tree reports, air quality studies, cultural resources surveys, biological assessments, geotechnical reports, traffic impact reports, visual impact analyses, noise studies, and hydrological studies.
6. Work under the supervision of the Planning Division during the completion of the environmental work.

B. Consultant shall execute a professional services agreement with the City of Calabasas.

### **IV. Consultant Qualifications**

The City expects the successful firm(s) to demonstrate experience in the following areas:

1. Representation of local governments in the environmental review of development project applications, to include all aspects of environmental impact review per CEQA and the CEQA Guidelines, preparation and/or review of pre-application studies, preparation of cumulative impacts analyses, and development of alternative design recommendations, and NEPA knowledge/experience.
2. Preparation and review of all manner of CEQA documents, to include Initial Studies, Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations.
3. Representation of local governments in the monitoring and enforcement of environmental mitigation requirements imposed as part of development project approvals.

## Calabasas RFQ - Environmental Review Services

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4. Preparation of comprehensive site assessment reports regarding biological resources (particularly oak trees), geologic conditions, wetlands and hydrology, noise, etc., as necessary to fulfill CEQA and/or agency permitting requirements.
5. Experience with preparing and conducting workshops, and management of public outreach efforts, to include use and involvement of the media, as well as internet/web.

The successful firm(s) must also be able to perform the following tasks:

1. Conduct surveys and inspections in the field, often on rugged terrain;
2. Provide specialty arborist services for oak trees and scrub oak habitat;
3. Prepare and review various CEQA documents, to include Environmental Impact Reports, Mitigated Negative Declarations, and Negative Declarations;
4. Conduct CEQA compliance monitoring and reporting;
5. Prepare permit documents, as necessary, for the US Army Corps of Engineers (Section 404), California Department of Fish and Wildlife, NHPA Section 106, and other regulatory agencies;
6. Mapping site data using ArcVIEW GIS, and MS Illustrator (or similar software);
7. Strong skills in writing and oral communication;
8. Testifying at public hearings in regards to environmental conditions and/or impacts associated with proposed development projects

### **V. RFQ Submittal Requirements**

A. Format – responses to this RFQ should not exceed thirty (30) pages total. Pages should be numbered and a table of contents must be included. The structure of the SOQ shall conform to the outline listed below.

1. **Cover Letter.** The cover letter must be signed by a person authorized to negotiate and execute contracts on behalf of the consultant team. It should convey a clear understanding of the requirements and objectives, and why this team is uniquely qualified to be awarded a contract.
2. **Firm's Qualifications.** Summary of overall qualifications and experience of the Firm, especially municipal work.
3. **Proposed Consultant Team.** Identify key personnel who will be assigned to the project, their responsibilities, and qualifications.

## Calabasas RFQ - Environmental Review Services

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4. **Technical Approach.** A description of the techniques and methodologies that the consultant is prepared to employ.
5. **Fee Schedule.** This section should identify the billing rates for listed personnel, as well as other costs or expenses that would be charged in conjunction with the work.
6. **References.** The names, addresses, and telephone numbers of three (3) former clients who have contracted with the consultant for services similar to those described in this Request for Proposals. Also provide a short description of a project that was successfully completed by the team for the referenced client.
7. **Samples of Work.** Please include on a CD-ROM samples of past work, to include at least one IS-ND, one IS-MND, one Draft EIR, and one Final EIR.

### **B. Submission**

Five (5) copies of the SOQ shall be sent or delivered to:

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

Questions can be sent to Sr. Planner Glenn Michitsch ([gmichitsch@cityofcalabasas.com](mailto:gmichitsch@cityofcalabasas.com)). Responses will be posted on the City's RFQ website.

### **VI. Statement of Qualifications (SOQ) Evaluation**

A. The Due date and anticipated schedule for selection are as follows:

<b>Submissions Due:</b>	<b>Friday, May 30, 2014 at 4:00 p.m.</b>
Consultant Interviews:	Late June/early July 2014
Selection of Consultants:	July 2014
Award of Contract:	August 2014 City Council Meeting (Specific Date TBD)

B. Selection Criteria

Selection of the consultant(s) will be based upon the quality of the submittal, including comprehensiveness and responsiveness to the requirements of this RFQ. The City wants to be assured that the selected consultant has the technological capabilities to perform work

## Calabasas RFQ - Environmental Review Services

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effectively, efficiently and to high standards. The submittals will be evaluated based on the criteria outlined in the submittal requirements, and scored as follows:

1. Experience. The consultant's general experience working on CEQA documents; experience with municipal clients; experience working in Calabasas (or communities with similar demographics); familiarity with local conditions and issues. (20 points)

2. Personnel and Project Management Qualifications. The background, experience and qualifications of individual team members are a key element for consideration. The designated project manager(s) should possess experience with similar projects. (20 points)

3. Understanding of the Work. The City will be looking for a clear and concise understanding of the proposed services required. (15 points)

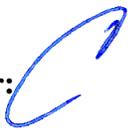
4. Product. The City will evaluate the description of the product the consultant intends deliver to the City and samples provided of similar work. Sufficient detail should be included for the reviewer to determine if the City's expectations will be completely addressed. This will clarify further the consultants understanding of the project and all of the components necessary to produce a legally defensible document in a timely manner. (20 points)

5. Cost. The City desires quality CEQA products that meet the planning needs of the community while also managing cost; consultant's effectiveness of creating the needed documents while managing a project budget will be carefully considered. (15 points)

6. Approach and Methodology. The methodology proposed should be consistent with the California Environmental Quality Act. SOQs will be evaluated on the approach to completing the program contained in your SOQ. (10 points)

C. Award of Contract – The selected firm shall be required to enter into a written agreement with the City of Calabasas in a form approved by the City Attorney. A standard professional services agreement is attached.

**END OF REQUEST FOR QUALIFICATIONS**



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 4, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
ANDREW BROZYNA, DEPUTY PUBLIC WORKS DIRECTOR **

**SUBJECT: RECOMMENDATION TO ENTER INTO AN AGREEMENT WITH AT&T FOR RELOCATION OF TELEPHONE CONDUIT AND CABLE FACILITIES TO ACCOMMODATE THE LOST HILLS ROAD INTERCHANGE IMPROVEMENT PROJECT, AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/ CITY ENGINEER TO EXECUTE THE UTILITY AGREEMENT.**

**MEETING DATE: AUGUST 13, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council approve the Utility Agreement with AT&T for the relocation of telephone conduit and cable facilities to accommodate the construction of the Lost Hills Road Interchange project, and authorize the Public Works Director/ City Engineer to execute the Utility Agreement.

**BACKGROUND:**

The City of Calabasas proposes to replace the existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing and modify the interchange. The interchange conveys high volumes of regional traffic in the "Z" pattern of in-bound and out-bound commuters between the 101 and the Pacific Coast Highway. Regional travelers use Lost Hills Road and its interchange with US-101 as a through route. In-bound traffic from Northern LA and Ventura Counties flows east on the 101,

turning south at Lost Hills to connect with the Pacific Coast Highway via Las Virgenes/Malibu Canyon Road to destinations in Los Angeles. In the evening, this pattern reverses, with the return traffic flowing north along Lost Hills to the 101 westbound. The narrow bridge only accommodates 1 of 2 lanes of northbound traffic, causing bottlenecks at the bridge. The left turn at the westbound on-ramp conflicts with existing pedestrian and through movements, which further backs up traffic on Lost Hills.

The proposed improvements will increase the bridge width from 2 to 5 lanes and reroute the left turn traffic to a loop on ramp similar to Parkway Calabasas. The new bridge will consist of two bike lanes and an up to code pedestrian sidewalk on the west side. The loop configuration will allow for the free flow of northbound traffic and significantly reduce delays and backups during peak hours. The installation of the new loop will eliminate the current north bound on ramp and allow for standard distance between on/off ramps and the adjacent streets. Along with improving the traffic congestion, the bridge will also be elevated 4 feet to meet Caltrans height requirements, with added width to allow for the future improvements of the 101 to add HOV lanes. The reconstruction of the overcrossing will mitigate seismic deficiencies in the existing bridge.

On January 2, 2008, City Council adopted resolution 2008-1108 approving a cooperative agreement with Caltrans for improvements to State Route 101/ Lost Hills Road Freeway Interchange. This action, pursuant to the California Streets and Highways Code Sections 114 and 130, instigated the complete planning, project report, right of way acquisition, various environmental compliances, and development of plans, specifications and estimates (PS&E) for the Lost Hills Interchange project.

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

With the proposed construction of the new Lost Hills bridge to be replaced just west of its current location, preparations have been made to also relocate the various utilities crossing Hwy 101 by way of the existing bridge.

The enclosed Utility Plan (Attachment "A") is a schematic summary of work to be performed by AT&T for the relocation of AT&T infrastructure onto the new Lost Hills bridge. These work efforts also include the removal and/or abandonment of AT&T conduit and cable on and adjacent to the existing bridge. The green dashed line defines existing infrastructure to be removed and/or abandoned in place, and the solid red line represents the proposed cable and conduit to be constructed on the new bridge.

Prior to performing this work, the City must enter into an agreement, referred to as a Utility Agreement, with AT&T. The Utility Agreement, enclosed as Attachment

"B", consists of a number of project obligations that must be performed during the course of the construction phase of this work, by both AT&T and the City, in accordance with federal and California laws, regulations, and standards. The proposed obligations and language are considered to be standard and appropriate for a project of this scope and size.

In accordance with Section II of the proposed Utility Agreement, the cost for the work shall be shared equally between the City and AT&T. The total estimated cost for this work is \$225,322 per the AT&T cost estimate, enclosed as Attachment "C". By approving this contract agreement, the City is required to compensate AT&T for fifty percent of the total amount which equals approximately \$112,661.

The three original agreements received from AT&T request the signature of the Public Works Director/ City Engineer on the signature line. Therefore, staff recommends Council authorize the Public Works Director/ City Engineer to execute the Utility Agreement. Once executed, the agreement will be returned to AT&T and also presented to Caltrans to satisfy one of the Caltrans Right-Of-Way Certification requirements. Right-Of-Way Certification is necessary for the issuance of the Caltrans construction permit that allows the City to advertise the Lost Hills Interchange Improvement Project for public bid.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The relocation of telephone conduit and cable facilities as described in the Utility Agreement are considered a part of the construction phase for the Lost Hills interchange improvements project. The cost of the construction phase for the Lost Hills Interchange Improvements project is estimated at about \$25,000,000.

The construction budget includes about \$3,000,000 from the Las Virgenes/ Lost Hills Bridge & Thoroughfare District Funds (B&T). The City has entered into an agreement with Los Angeles County for Measure R funding. Therefore, the City anticipates Measure R funds to recover the remaining costs during the construction phase.

**REQUESTED ACTION:**

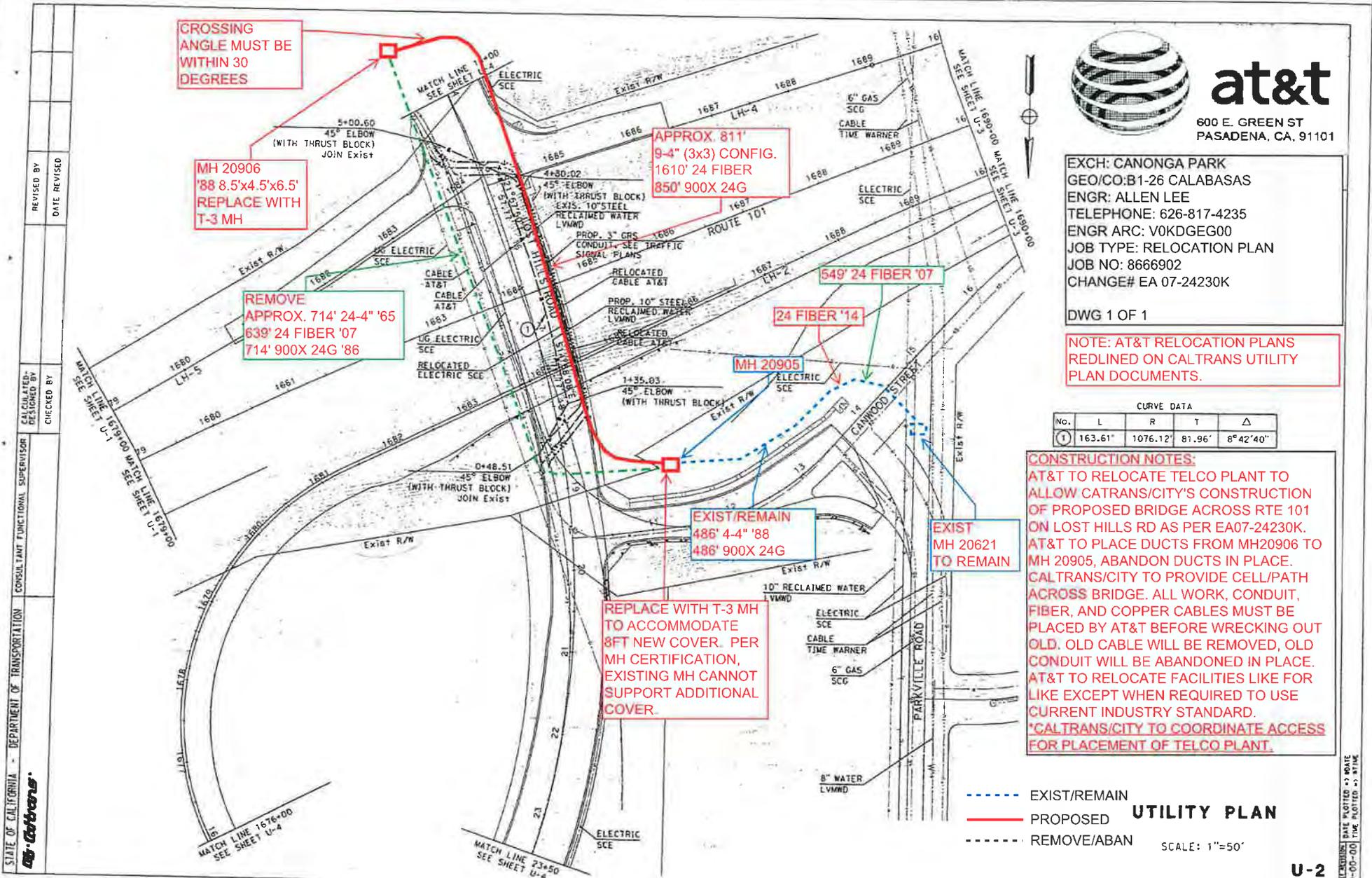
Staff recommends that City Council approve the Utility Agreement with AT&T for the relocation of telephone conduit and cable facilities to accommodate the construction of the Lost Hills Road Interchange project, and authorize the Public Works Director/ City Engineer to execute the Utility Agreement.

**ATTACHMENTS:**

Attachment A: Utility Plan

Attachment B: Proposed Utility Agreement

Attachment C: Cost Estimate



EXCH: CANONGA PARK  
 GEO/CO: B1-26 CALABASAS  
 ENGR: ALLEN LEE  
 TELEPHONE: 626-817-4235  
 ENGR ARC: V0KDGE00  
 JOB TYPE: RELOCATION PLAN  
 JOB NO: 8666902  
 CHANGE# EA 07-24230K

DWG 1 OF 1

NOTE: AT&T RELOCATION PLANS REDLINED ON CALTRANS UTILITY PLAN DOCUMENTS.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**Caltrans**  
 CONSULTANT FUNCTIONAL SUPERVISOR  
 CALCULATED/DESIGNED BY  
 CHECKED BY  
 REVISIONS  
 DATE REVISIONS

City of Calabasas  
100 Civic Center Way  
Calabasas, CA 91302

**UTILITY AGREEMENT**

AT&T  
Attention: Brian Proctor  
Right of Way Manager & Caltrans Coordinator – District 7  
600 E. Green St., Rm 300  
Pasadena, CA. 91101

County	Route	P.M.	Project #
LA	101	31.9/32.3	
<b>Fed. Aid. No. N/A</b>			
<b>Owner's File: AT&amp;T Job No. B1-26 8666902 EA24230K</b>			
<b>FEDERAL PARTICIPATION: On the Project : No</b>			
<b>On the Utilities: No</b>			

**UTILITY AGREEMENT NO. 1.0**

The City of Calabasas hereinafter called "LOCAL AGENCY" proposes to replace of the Lost Hills Road bridge over the 101 Freeway, with associated approach and ramp reconstruction along Lost Hills Road between Agoura Road and the Calabasas Landfill north of Canwood Street, in Calabasas, Los Angeles County, California.

And: AT&T

hereinafter called "OWNER," owns and maintains telephone conduit and cable facilities; within the limits of LOCAL AGENCY's project that requires relocation of said facilities to accommodate LOCAL AGENCY's project.

It is hereby mutually agreed that:

I. WORK TO BE DONE:

I-1. Work Performed by Owner per Owner's Plan:

"In accordance with Notice to Owner No. 1 dated June 3, 2014, OWNER shall relocate conduit and cables from existing bridge into the new bridge on Lost Hills Road over the 101 Freeway. All work shall be performed substantially in accordance with OWNER's Plan No. B1-26 8666902 EA 24230K dated 08/01/2014, consisting of 3 sheets, a copy of which is on file in the Office of the LOCAL AGENCY at City Hall. Deviations from the OWNER's plan described above initiated by either the LOCAL AGENCY or the OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the LOCAL AGENCY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to receipt by the OWNER of the Revised Notice to Owner.

Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.”

**NOTE: Significant changes in previously approved plans and itemized estimates require a revised FHWA Specific Authorization.**

## II. LIABILITY FOR WORK

### II-1. Local Agency or Prorated Expense - Master Agreement:

“The existing facilities described in Section I above will be relocated at 50% LOCAL AGENCY’s expense and 50% OWNER’s expense in accordance with Section 5-c of the Master Agreement dated November 15, 2004”

## III. PERFORMANCE OF WORK

### III-1. Owner's Forces or Continuing Contractor Performs Work:

“OWNER agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.”

### Prevailing Wages Requirements for Contracted Work:

“Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER’s contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.”

## IV. PAYMENT FOR WORK

### IV-1. Owner Operates Under PUC or FCC Rules:

“The LOCAL AGENCY shall pay its share of the actual cost of the herein described work within 90 days after receipt of OWNER's itemized bill in quintuplicate, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission (PUC) or Federal Communications Commission (FCC), whichever is applicable.”

“It is understood and agreed that the LOCAL AGENCY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the LOCAL AGENCY for all accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.”

“Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by LOCAL AGENCY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.”

IV-2. For All Owners - Progress/Final Bills:

"The OWNER shall submit a final bill to the LOCAL AGENCY within 180 days after the completion of the work described in Section I above. If the LOCAL AGENCY has not received a final bill within 180 days after notification of completion of OWNER's work described in Section I of this Agreement, and LOCAL AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities; LOCAL AGENCY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law that all remaining costs will be deemed to have been abandoned."

"The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the LOCAL AGENCY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER. If the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation."

"In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNERS final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of LOCAL AGENCY."

"Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit in accordance with Contract Cost Principals and Procedures as set forth in 48 CFR, Chapter 1, Part 31 by LOCAL AGENCY and/or Federal Auditors."

V. GENERAL CONDITIONS

V-1. Local Agency Liable for Review and Design Costs, and Project Cancellation Procedure Clause:

"All costs accrued by OWNER as a result of LOCAL AGENCY's request of June 3, 2014 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement."

"If LOCAL AGENCY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, LOCAL AGENCY will notify OWNER in writing, and LOCAL AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement."

V-2. For All Owners - Notice of Completion:

"OWNER shall submit a Notice of Completion to the LOCAL AGENCY within 30 days of the completion of the work described herein."

V-3. Master Agreement Specifies Equal Replacement Rights:

"Upon completion of the work to be done by LOCAL AGENCY in accordance with the above-mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location."

V-4. Utility Agreement not subject to BA:

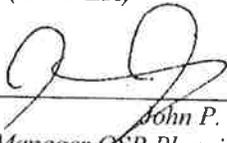
"State represents and warrants that this Utility Agreement is not subject to 23 CFR 635.510, the BA provisions."

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**LOCAL AGENCY**

By: \_\_\_\_\_  
*Robert Yalda, P.E. Public Works Director/City Engineer*  
Local Agency Director

**(OWNER)**

By:  \_\_\_\_\_  
*John P. Johnston*  
Area Manager GSP Planning & Eng Design

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

Date: 8/12/04

**Distribution:** 1) Owner, 2) Utility Coordinator, 3) District Utility Coordinator – File



AT&T California  
600 E Green St.  
3<sup>rd</sup> Floor, Room 02  
Pasadena, CA, 91101

**AT&T JOB B1-26 8666902 EA24230K**  
**RTE 101 & LOST HILLS BRIDGE 8-1-14**

**APPROXIMATE WORK TO BE DONE:**

**PLACE STRUCTURE**

Place 811' 9-4" duct in 3x3 configuration

Place T-3 MH to replace MH 20906

Place T-3 MH to replace MH 20905

Place 850' 900X 24G Cable

Place 1610' 24 Fiber Cable

**REMOVE/ABANDON**

Abandon 714' 24-4" '65 duct

Remove 714' 900X 24G '86

Remove 1188' 24 Fiber '07

Remove Existing MH 20906

Remove Existing MH 20905

**CONSTRUCTION TIME FRAME:**

**Notification:**

AT&T will require 20 working days written notice prior to start of relocation.

**Timeframe:**

Requires 135 working days

**Working days being Monday through Friday**



**Prior Rights:**

AT&T's facilities will be relocated at 50% local agency's expense and 50% owner's expense in accordance with Section 5-C of the Master Agreement dated November 15<sup>th</sup>, 2004. The liability is \$112,661 – 50.0% of the total job.

**Cost Estimate:**

<b>Total Material Cost</b>	<b>\$26,928</b>
<b>Total Construction Labor</b>	<b>\$165,101</b>
<b>Engineering and Incidentals</b>	<b>\$35,276</b>
<b>Total Estimated Cost</b>	<b>\$227,305</b>

**Credits:**

It is difficult to accurately estimate the depreciation and salvage amounts at the time of this submittal. The final amounts will be based on actual filed reporting and be correctly shown on the final bill.

Salvage & Depreciation Credit will be determined at the same 50.0% they are paying on the job.

**Plant Betterment**

$$\text{\$0} \times 100\% = \text{\$0}$$

**Salvage Value**

$$\text{\$3965} \times 50.0\% = \text{\$1,983}$$

**Depreciation**

$$\text{\$TBD} \times 50.0\% = \text{\$TBD}$$

**Total Credits**

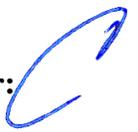
$$= \text{\$1,983}$$

$$\text{Total estimated cost (\$227,305) minus credits (\$1,983) = \$225,322}$$

$$\text{Total estimated cost (\$225,322) x 50.0\% = \$112,661}$$

***ALL WORK IN FRANCHISE/CALTRANS ROW***

$$\frac{0' \text{ Easement Rights} + \frac{1}{2} (X') \text{ franchise} + \frac{1}{2} (X') \text{ freeway}}{0' \text{ Easements} + (X') \text{ freeway} + (X') \text{ franchise}} = 50.0\%$$



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

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**DATE: JULY 31, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:**  **ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR**  
**ANDREW BROZYNA, P.E., DEPUTY PUBLIC WORKS DIRECTOR** 

**BY: TATIANA HOLDEN, P.E., ASSOCIATE CIVIL ENGINEER:** 

**SUBJECT: RECOMMENDATION TO APPROVE PROFESSIONAL SERVICES AGREEMENTS WITH TWINING, INC. AND CONVERSE CONSULTANTS FOR ON-CALL MATERIALS TESTING AND SPECIAL INSPECTION SERVICES FOR CIP AND RECOVERABLE PROJECTS.**

**MEETING DATE: AUGUST 13, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends City Council approve Professional Service Agreements with Twining Inc. and Converse Consultants for On-Call Material Testing and Special Inspection Services for the City's Capital Improvement Program (CIP) projects in amounts not to exceed \$175,000.

**BACKGROUND:**

Material Testing and Special Inspection Services are an important and necessary component to preliminary design, project development and construction phase of the City's CIP projects to ensure quality control/quality assurance, conformance to project specifications and the State/Federal requirements. Material Testing and Special Inspections firms specialize in various services that range from soil and asphalt product testing and sampling, to concrete, masonry and steel inspection and analysis. The majority of the City's CIP projects for the current fiscal year and FY2015/16 require some form of material testing and special inspections services.

The purpose of entering into an agreement with one or more qualified firms is to provide general material testing and special inspection services on an on-call time and material basis with a fixed fee schedule. This will eliminate the need to enter into agreements and negotiate fees for each individual project requiring this type of work. Furthermore, fee schedule rates for an on-call services agreement are typically more competitive than those presented on a project by project basis.

**DISCUSSION/ANALYSIS:**

City staff issued a Request for Proposal (RFP) for the aforementioned services on May 29, 2014. The services requested are for a three year term with no option of extending the agreement beyond the three year term. Eight proposals were submitted in response to the RFP. The responsive firms were: Twining Inc., Converse Consultants, BTC Labs, MTGL, Willdan, Corpro, S&T, and Southwest. Staff evaluated the proposals using the criteria of relevant firm experience, team qualification, understanding and approach, and other factors. Based on the results of performed evaluation, Twining, Inc. and Converse Consultants ranked highest.

Twining, Inc. is well known and experienced in material testing and special inspections for street resurfacing projects, geotechnical investigations and structural testing, and successfully provided services to the City in the past. Converse Consultants provides engineering geology, soils and material testing and inspections and construction services.

The combined services of these two firms should meet the City's Material Testing and Special Inspection needs for the next three years.

Therefore, staff recommends contracting with Twining, Inc. and Converse Consultants for On-Call Material Testing & Special Inspection Services for CIP projects in amounts not to exceed \$175,000, with the option to make adjustment to the fee schedule based on the Consumer Price Index (CPI).

**FISCAL IMPACT/SOURCE OF FUNDING:**

Costs associated with both on-call services agreements are recoverable and charged to the project numbers requiring service.

**REQUESTED ACTION:**

Staff recommends City Council approve Professional Service Agreements with Twining Inc. and Converse Consultants for On-Call Material Testing and Special Inspection Services for the City's Capital Improvement Program (CIP) projects in amounts not to exceed \$175,000.

**ATTACHMENTS:**

Exhibit A: Professional Services Agreement with Converse Consultants

Exhibit B: Professional Services Agreement with Twining, Inc.

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

(City of Calabasas/ *Converse Consultants*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *The Converse Professional Group dba Converse Consultants, a California Corporation* (“Consultant”).

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: *on-call material testing and special inspection services*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s *June 20, 2014* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *June 20, 2014* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: *August 15, 2014*.
- 3.4 “Expiration Date”: *August 12, 2017*.

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Seventy Five Thousand Dollars (\$175,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **William H. Chu** 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.

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

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 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: **Andrew Brozyna**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Converse Consultants*  
*222 E. Huntington Dr., Suite 211*  
*Monrovia, CA 91016*  
Attn: **William H. Chu**  
Telephone: (626) 930-1222  
Facsimile: (626) 930-1212

With courtesy copy to:

Scott H. Howard  
Colantuono & Levin, 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”**  
***Converse Consultants***

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

By: \_\_\_\_\_  
*William H. Chu, Senior Vice President*

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

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

By: \_\_\_\_\_  
*Norman S. Eke, Senior Vice President*

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

# EXHIBIT A

## SCOPE OF WORK

### 1.0 STATEMENT OF PURPOSE AND INTENT

#### 1.1 Project Understanding

Converse understands that the City of Calabasas is seeking a professional engineering consultant to perform various on-call materials testing and inspection services in accordance with the City's QAP and other relevant agency standards. Converse meets and exceeds the City's minimum requirements. For several decades, we have helped municipal clients implement street rehabilitation programs, sewer and drainage upgrades, new construction and renovation of public facilities, and related public works projects. We have the expertise and staff resources to perform the following:

- Geotechnical observation and testing of subgrade, aggregate base, excavation bottoms, backfill, trench backfill, retaining wall backfill, and other earthwork activities.
- Testing and inspection for concrete (PCC) and asphaltic concrete in compliance with the Caltrans Manual.
- Pavement distress evaluations and other pavement design studies in compliance with Caltrans guidelines.
- Quality assurance in several disciplines (masonry, reinforcing steel, structural steel, fireproofing, etc.) in accordance with California Building Code (CBC) and DSA requirements.
- Related laboratory testing of soils and materials by laboratories certified by DSA, Caltrans, AASHTO, and the CCRL.
- Environmental testing of import and export soils in accordance with Department of Toxic Substance Control (DTSC) requirements, as well as other pertinent environmental investigations, if necessary.

#### 1.2 Approach to Scope of Work

##### Geotechnical Observation and Soils Testing

During construction activities, our geotechnical responsibilities will include the following:

##### *Field Services*

- Provide qualified personnel at the site. Our staff will cooperate with the City Representative, Project Manager and Contractor in performance of services.
- Provide specified inspection, sampling and testing of products in accordance with standards specified in the construction documents and QAP.
- Verify compliance of materials and mixes with requirements of contract document and QAP.
- Promptly notify the City Representative and Project manager of observed irregularities or nonconformance of work or products.
- Perform additional inspections and tests required by the City or governing agencies.
- Notify failed tests the same day to the various parties involved on the project.

### **Laboratory Reports**

Our laboratory test results will be submitted to the following parties:

- Owner
- Construction Manager
- Project Inspector (IOR)
- Architect (for building)
- Structural Engineer (for building)

The content of the reports will include:

- Date issued
- Name of inspector
- Date and time of sampling and inspection
- Identification of products and specification section
- Location in the project
- Type of inspection or test
- Date of test and ambient conditions at time of test
- Results of tests
- Conformance with contract documents
- Signature by registered professional engineer licensed in California

### **Verification Report**

We will submit a report verifying that tests and inspections specified have been completed and material and workmanship complies with the construction documents. Such verification reports will be submitted at the completion of the project and at any time the project is suspended.

### **Earthwork**

Converse has the professional qualifications and equipment to perform, evaluate and report the results of all tests and inspections required for geotechnical observation and soils testing during the following construction activities:

#### **Grading**

Our field technician will be present full-time or as-needed to monitor the removal of all unsuitable material both vertically and laterally across the site. He will determine that firm excavation bottoms are reached prior to placement of compacted fill.

Our field technician will observe moisture conditioning of the soil that will be used as compacted fill. He will also verify that each fill lift thickness is no greater than eight (8) inches. In the event the grading activities require additional technicians, we will assign the necessary staff with the qualifications and experience to perform the observation and testing.

Field density testing will be performed as the fill progresses to assure that adequate moisture content and relative compaction as required by the project specifications are being achieved. The tests will be performed using the Sand Cone (ASTM D1556) and/or the Nuclear Gauge (ASTM D2922 or CT 231). At each compacted fill and backfill layer we will conduct at least one (1) test for every 2,000 square feet or less of paved or building slab, but in no case less than three (3) tests.

In case of a failing test result, our field technician will immediately notify your representative and the grading contractor. The contractor will be asked to rework the failed areas. Additional in-place density tests will be taken to verify that the compaction meets the project specifications. The field technician will report the failed tests in case the client decides to backcharge the contractor for the failed tests.

Copies of written test results are prepared in triplicate in the field and will be provided to the Inspector at the end of each working day. Reports are normally provided on a monthly basis.

### **Structural Backfill**

Backfill behind walls will begin after the walls have achieved enough strength to withstand stresses from compacting equipment. Our field technician will verify the suitability of the backfill material prior to fill placement. He will observe backfill placement and conduct in-place density tests as the fill progresses. Areas of failed tests will be reworked until passing results are achieved.

### **Trench Backfill**

Our field technician will be present on an as-needed or full-time basis during all phases of trench backfilling unless otherwise directed by your representative.

The sand-cone method is preferred to overcome trench corrections which are necessary for the nuclear method and which can sometimes lead to questionable results. The relative compaction will be computed on the basis of the field density determinations for each particular soil type encountered.

The maximum density shall be determined in accordance with the ASTM Standard D1557. This determination will be conducted in the laboratory, but each technician is equipped with the necessary apparatus for conducting this test in the field so that immediate test results can be provided, if necessary.

### **Pavement Testing**

If necessary, Converse will prepare a pavement structural section report based upon laboratory R-value, sieve analysis, and sand equivalent testing. This report will be applicable for all surfaces to receive concrete and asphalt pavement on-site.

Compaction testing of subgrade and base materials will be performed at the direction of the City's representative. Converse will also perform nuclear backscatter density testing of the placed asphalt to verify proper compaction of the asphalt concrete.

Laboratory testing of the asphalt will include extraction and gradation, and Marshall Density.

### **Foundation Inspection**

Where foundation inspection is necessary, Converse will verify dimensions, that footings extend into satisfactory soils, and that footing excavations are free of loose and disturbed materials prior to concrete placement. At least one test of each soil stratum will be performed to verify design bearing capacity.

## Materials Testing & Special Inspection

**Concrete:** Converse will review concrete mix designs and product mill certificates for compliance and provide sampling, testing, and inspection of concrete to verify adherence to project requirements. This may include batch plant inspection, fabrication of concrete cylinders and testing for compressive strength, anchor pull tests, and inspection of batch tickets, inspection of concrete placement, and testing of concrete slump.

**Reinforcing Steel:** Converse will review material identification/mill certificate sheets to verify that steel meets project manual specifications. Converse will sample and test reinforcing steel (e.g. bend and tensile tests), inspect welds to verify conformance, verify welding procedures and operators according to AWS D1.1, inspect welded reinforcing bars according to CBC Section 1929A, and inspect high strength bolting per ICC, CBC, & AISC.

**Masonry:** Converse will review mortar and grout mix designs and certificates of compliance. Converse will provide sampling and inspection to verify strength and placement of masonry units, reinforcements, and grout. Converse will provide testing of mortar, grout and block by the Unit Strength Method per CBC section 2105B3.4. Masonry units will be tested for strength, absorption, and moisture content before construction and for each 5,000 SF wall area. In addition, two corings will be taken per 5,000 square feet of masonry wall and tested for shear bond as required by CBC 21058 3.1 in accordance with standard procedures.

**Structural Steel:** Converse will review manufacturer's test reports and material identifications and provide inspection of field welding, fabrication shop welding, and high strength bolted connections in accordance with AWS D1.1. Procedures will be followed for seismic critical welds, nondestructive testing, stud welding, testing of column webs for cracking, and adhesive anchors.

**Waterproofing/Roofing/Fireproofing:** Converse will inspect waterproofing (below slab on-grade & exterior walls below grade), conduct roof surveys and evaluation of existing roofing systems, perform leak investigations, and review roofing/waterproofing specifications and drawings. Converse will supply certified inspectors to perform fireproofing material density testing.

## Laboratory Testing

Our laboratories are certified by Division of the State Architect (DSA), California Department of Transportation (Caltrans), US Army Corps of Engineers, American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL). They are supervised by a registered civil engineer to ensure quality control. Our equipment is calibrated regularly.

Our laboratory is fully staffed between 7 a.m. and 5 p.m. During that time, we have personnel available to conduct the testing required to support construction related projects. Field personnel will be supplied with the laboratory test results as soon as they are due or within 24 hours of the time the samples are transported to the laboratory. In case of large testing demand, we will increase the number of laboratory technicians, schedule testing on a night shift, or seek the assistance of the laboratories in our other branch offices.

Laboratory testing of materials will include, but not be limited to:

- Compressive strength test of concrete, grout and mortar cylinders
- Unit weight for masonry
- Absorption and moisture content ASTM C140
- High Strength Bolts
- Rebar bend and tensile
- Density test of fireproofing material

Laboratory Test Reports will indicate whether or not the test results comply with the requirements of the Contract Documents. They will include the following information: date issued, project title and project number, name of inspector, date and time of sampling or inspection, identification of product and specifications section, location in the project, type of inspection or test, date of test, results of test, and conformance with Contract Documents. When requested by the Engineer, we will provide interpretation of test results. Copies of each test results report, signed and certified by the laboratory supervising engineer, will be distributed as required by the contract documents.

# EXHIBIT B

## FEE SCHEDULE

### 4.0 BILLING RATES

As requested, Converse has provided billable rates for each proposed team member as well as unit costs for tests and reports. In general, our fees will be based on the following assumptions:

- An eight-hour day at the site. Overtime will be charged at 1.5 times the regular hourly rate. Overtime will not be charge for report preparation.
- There will be a two-hour minimum charge in case of work cancellation after our field personnel has been dispatched.
- We will assess a minimum four-hour charge for services less than four hours and an eight hours for services between four and eight hours.
- It is understood by both contracting parties that **this will be a prevailing wage project** as defined in Labor Code Sections 1770-1780.
- Our rates will be adjusted if the prevailing wage is adjusted by the Department of Industrial Relations.
- For on-call services, the test locations will be prepared and ready for testing by Converse field personnel upon their arrival at the site. The client and/or contractor will be responsible for the excavation and backfilling of all test locations.
- Additional inspections and laboratory testing outside the agreed-upon scope of work can be provided upon request. Charges for these additional services will be based on our attached *Schedule of Fees*.
- No services will be provided prior to our signature of an agreement with you. No additional work required will be provided without written authorization and a budget amendment from your authorized representative.
- Our services will be performed on a time-and-materials basis in accordance with the unit rates indicated, and/or *Schedule of Fees* and *General Conditions*.
- Our field representative will not direct, supervise, or lay out the work of the contractor. Our services will not include a review or evaluation of the contractor's safety measures on or near the project.
- Any meetings and/or consultation(s) requested by the client will also be charged in accordance with the attached *Schedule of Fees*.
- Testing services outlined in this proposal will be performed at the request of your authorized representative.
- If services are provided on as-needed basis, no comments regarding compaction procedures or observations will be made. Daily field reports indicating work performed and test locations will be provided as the testing is completed.
- We require 24 hours advance notice for our services. We will, however, make every attempt to accommodate requests on shorter notice.

# CONVERSE CONSULTANTS

## Prevailing Wage Schedule of Fees Personnel

### Introduction

It is the objective of Converse Consultants to provide its clients with quality professional and technical services and a continuing source of professional advice and opinions. Services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. This fee schedule is valid through August 15, 2016.

### Hourly Charges for Personnel

Staff assignments will depend on personnel availability, job complexity, project site location and experience level required to satisfy the technical requirements of the project and to meet the prevailing standard of professional care.

#### Field Technical Services (all including vehicle and equipments)

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing, includes concrete batch plant and local steel fabrication inspections)	\$95
DSA Masonry Inspector	95
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant, skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	99
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	95
Sample Pick-up	55

#### Professional Services (Consultation for Field and Office if requested)

Staff Professional	\$95
Senior Staff Professional	105
Project Professional	130
Project Manager	145
Senior Professional	145
Principal Professional	165

#### Laboratory Testing

Laboratory Technician	Per Test
(Unit prices for routine tests quoted upon request; see Geotechnical Laboratory Testing and Materials Testing Services Schedules of Fees, unit price including report and engineer's review time)	

#### Office Support

Clerical/Word Processing	\$65
Drafting	65
CAD Operator/Drafting Manager	65

Overtime and special shift rates for Field Technical Services personnel are determined in accordance with Prevailing Wage law. Travel time to and from the job site will be charged at the hourly rates for the appropriate personnel.

### Expenses

1. Exploration expenses (drilling, trenching, etc.) are charged at cost plus fifteen percent.
2. Travel and subsistence expenses (transportation, room and board, etc.) for individuals on projects requiring travel and/or living 50 miles away from the project site are charged at cost plus fifteen percent.
3. Automobile and truck expenses are charged at cost plus fifteen percent (rentals) or at a rate of fifty-five cents per mile for company-owned vehicles traveling between principal office and project.
4. Other out-of-pocket direct project expenses (aerial photos, long-distance telephone calls, permits, bonds, outside printing services, tests, etc.) are charged at cost plus fifteen percent.

### Invoices

1. Invoices will be submitted to the Client on a monthly basis, and a final bill will be submitted upon completion of services.
2. Payment is due upon presentation of invoice and is past-due thirty days from invoice date. In the event Client fails to make any payment to Converse when due, Converse may immediately cease work hereunder until said payment, together with a service charge at the rate of eighteen percent per annum (but not exceeding the maximum allowed by law) from the due date, has been received. Further, Converse may at its sole option and discretion refuse to perform any further work irrespective of payment from Client in the event Client fails to pay Converse for services when said payments are due.
3. Client shall pay attorneys' fees or other costs incurred in collecting any delinquent amount.

### General Conditions

The terms and provisions of the Converse General Conditions are incorporated into this fee schedule as though set forth in full. If a copy of the General Conditions does not accompany this fee schedule, Client should request a copy from this office.

**CONVERSE CONSULTANTS**  
**Schedule of Fees**  
**Caltrans/City QAP On-Call**  
**Materials Laboratory Testing**

Compensation for laboratory testing services will be made in accordance with this fee schedule. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. The rates are based on non-contaminated soil. A surcharge will be charged for handling contaminated material, which will be determined based on the project. This fee schedule is valid through August 15, 2016.

**Soils**

203.....	Hydrometer Analysis.....	\$180.00
204.....	Liquid & Plastic Limit .....	\$180.00
216.....	Maximum Density and Optimum Moisture.....	\$180.00
217.....	Sand Equivalent.....	\$110.00
301.....	R-Value.....	\$300.00
312.....	CTB Compression Test Including Preparation .....	\$750.00
373.....	Lime Treated Compression Test Including Preparation.....	\$760.00
643.....	Minimum Resistivity & pH.....	\$150.00
.....	Unconfined Compression.....	\$85.00
.....	California Bearing Ratio.....	\$400.00

**Aggregates**

202.....	Sieve Analysis of Fine and Course Aggregates.....	\$160.00
211.....	Los Angeles Rattler 100 and 500 revolutions.....	\$230.00
205.....	Crushed Particles.....	\$175.00
206.....	Specific Gravity, Bulk.....	\$105.00
207.....	Specific Gravity, Fine .....	\$140.00
208.....	Specific Gravity, Apparent Fine.....	\$130.00
209.....	Specific Gravity of Fine Aggregates, Apparent .....	\$110.00
212.....	Unit Weight.....	\$212.00
214.....	Soundness.....	\$200.00
216.....	Relative Compaction of Untreated and Treated Soils and Aggregates.....	\$180.00
227.....	Cleanness Value .....	\$150.00
229.....	Durability Index.....	\$180.00
367.....	Relative Compaction of Untreated and Treated Soils and Aggregates.....	\$60.00
ASTM D4781.....	Flat and Elongated Pieces .....	\$215.00
ASTM C128 .....	Specific Gravity and Absorption of Fine Aggregate (Fine Angularity).....	\$160.00
AASHTO T304.....	Fine Angularity .....	\$150.00

**Concrete**

521.....	Compressive strength of Concrete Cylinder.....	\$24.00
523.....	Flexural Strength of Concrete (using simple beam with center) .....	\$110.00
530.....	Drying Shrinkage of Hardened Concrete, Set of 3.....	\$325.00

**Asphalt Concrete**

302.....	Stripping pre mixed sample .....	\$125.00
303.....	CKE (not including gradation and Specific Gravity .....	\$190.00
304.....	Preparation of Bituminous Mixtures for Testing .....	\$260.00
305.....	Swell.....	\$175.00
307.....	Moisture Vapor Susceptibility.....	\$440.00
308.....	Specific Gravity and Density for Bituminous Mixtures.....	\$95.00
309.....	Maximum Theoretical Specific Gravity (Rice) .....	\$175.00
310.....	Extraction, Percent Asphalt .....	\$280.00
331.....	Residue by Evaporation Cook off .....	\$155.00
346.....	RTFC.....	\$290.00
366.....	Hveem Stability .....	\$345.00
366.....	Hveem Stability Modified (500 additional tamps).....	\$460.00
367.....	Air Void Calculation .....	\$50.00
226/370 .....	HMA Moisture Content .....	\$50.00
371.....	Tensile Strength Ratio.....	\$2,300.00
382.....	Ignition Rock Correction .....	\$690.00
382.....	Asphalt Binder Content Ignition Oven Method .....	\$230.00
.....	Retained Strength.....	\$445.00
.....	Ignition Oven Air Content .....	200.00

**CONVERSE CONSULTANTS**  
**Schedule of Fees**  
**Materials Testing Services**

Compensation for laboratory testing services will be based on rates in accordance with this schedule which include test report and engineering time. Costs of tests not on this schedule will be by quote and/or in accordance with our current hourly fee schedule. Our services will be performed in accordance with the General Conditions. This fee schedule is valid through August 15, 2016.

**AGGREGATES**

Moisture Content (ASTM D2216) .....	\$10.00
Particle Size Analysis	
▪ Coarse (ASTM C136), each .....	80.00
▪ Coarse and fine (ASTM C136 & 137), each.....	180.00
▪ Specific Gravity & Absorption	
▪ Coarse Aggregate (ASTM C127) .....	80.00
▪ Fine Aggregate (ASTM C128) .....	80.00
▪ Unit weight per cubic foot (ASTM C29) .....	50.00
▪ Soundness-Sodium or Magnesium (ASTM C88),each....	200.00
▪ Potential Alkali Reactivity (ASTM D289) .....	300.00
▪ Freeze Thaw Soundness.....	175.00
▪ Los Angeles Abrasion, per class (ASTM C131, C535)....	210.00
▪ Sand Equivalent (ASTM D2419) .....	75.00
▪ Lightweight Particles (ASTM C123), each.....	75.00
▪ Clay Lumps and Friable Particles (ASTM C142), each ...	100.00
▪ Stripping test (ASTM D1664), each.....	65.00
▪ Organic impurities (ASTM C40).....	60.00
▪ Durability.....	By Quote

**CONCRETE TESTS**

Laboratory Trial Batch (ASTM C192).....	By Quote
Laboratory Mix Design, historical data.....	By Quote
Compression Test, 6"x 12" cylinder (ASTM C39), each.....	24.00
Light Weight Concrete	
▪ Compression .....	24.00
▪ Unit Weight.....	24.00
Specimen preparation, trimming or coring, each .....	55.00
Bond Strength (ASTM C321)	
▪ Prepared by Converse .....	150.00
▪ Prepared by Others.....	80.00
Core Compression Test (ASTM C12), each .....	55.00
Flexure test, 6"x 6" beams (ASTM C78), each.....	110.00
Modulus of Elasticity - Static (ASTM C469), each .....	150.00
Length Change (3 bars, 5 readings each, up to 26 days) (ASTM C157).....	320.00
Splitting Tensile, 6" x 12" cylinders, each.....	80.00
Field Concrete Control (sampling, slump, temperature, cast 4 cylinders, molds, cylinder pick-up, within 10 mi. of office, stand-by extra) ASTM/UBC, hourly rate schedule, or each Cylinder.....	90.00
Field Concrete Control (same as above plus air content test) ASTM/UBC, hourly rate schedule, or each Cylinder.....	95.00
Hold Cylinder.....	7.00
Cylinder Mold sent to job site but not casted by Converse or returned to Converse.....	5.00

**MASONRY (ASTM C140, E447, UBC STANDARD 24-22)**

Moisture Content, as received, each .....	20.00
Absorption, each .....	50.00
Compression, each.....	55.00
Shrinkage (ASTM C426), each.....	100.00
Net Area and Volume, each .....	25.00
Masonry Blocks, per set of 9.....	450.00
Masonry Core Compression, each .....	55.00
Masonry Core Shear, each.....	55.00
Masonry Core Trimming, each .....	55.00
Compression Test, grouted prisms, 8" x 8" x 16", each .....	120.00
Compression Test, grouted prisms, 12" x 16" x 16", each .....	130.00

**Compression Test**

▪ 2" x 4" Mortar Cylinder, each .....	24.00
▪ 3" x 6" Grout Prisms, each.....	24.00
▪ 2" Cubes (ASTM C109), each .....	24.00
Cast by others .....	24.00
Mortar or Grout Mix Designs .....	By Quote

**FIREPROOFING TESTS**

Oven Dry Density (per sample) .....	55.00
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**MOISTURE EMISSION TEST**

Moisture Emission Test Kit.....	55.00
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**ASPHALTIC CONCRETE**

Stability, Flow, and Unit Weight, ASTM D6927 .....	200.00
Marshall ASTM D1559, ASTM D2726 .....	200.00
Measured Maximum Specific Gravity of Mix (ASTM D2041) (Rice Method), each.....	95.00
Void Analysis of Cores or Marshall Specimens	
Calculations Only (ASTM D3203) set of 2 or 3 .....	55.00
Laboratory Mixing of Asphalt & Concrete, per sample .....	70.00
Complete Asphalt Concrete Mix Design (Hveem or Marshall) .....	By Quote
Extraction of Asphalt and Gradation (ASTM D2172, Method B) Or California 310, including ash correction, each.....	210.00
Extraction of Rubberized Asphalt and Gradation, each .....	250.00
Specific Gravity (ASTM D2726 or ASTM D1188)	
▪ uncoated .....	95.00
▪ coated .....	105.00
Immersion-Compression .....	400.00
Particle coating (ASTM 2489) .....	55.00
Stripping (ASTM D1664) .....	70.00
Moisture or Volatile Distillates in paving mixtures, or materials containing petroleum products or by products.....	220.00
Retained Strength (ASTM D1074/D1075) 6 specimens.....	By Quote
Retained Stability, Mil, Std, 520A, Method 104, 6 specimens.....	By Quote
CBR, ASTM D1883, including M/D curve, 1 point .....	310.00
Asphalt Temperature .....	15.00

**STRUCTURAL STEEL**

Tensile Test, #9 Bar or Smaller, each.....	45.00
Bend Test, #9 Bar or Smaller, each .....	40.00
Tensile Test, #10 Bar or Greater, each.....	280.00
Tensile Test, #14 Bar, each .....	310.00
Rebar coupler tensile test.....	75.00
Tensile Test, Welded #9 Bar or Smaller, each .....	50.00
Tensile Test, Welded #10 Bar or Greater, each .....	280.00
Tensile Test, Welded #14 Bar, each.....	310.00
Tensile Test, Mechanically Spliced Bar, #9 Bar or Smaller, each .....	180.00
Tensile Test, Mechanically Spliced Bar, #10 Bar or Greater, each .....	350.00

HIGH STRENGTH BOLT, NUT, AND WASHER TESTING

Wedge Tensile Test for A490 Bolts	
Under 100,000 lbs, each.....	45.00
Over 100,000 lbs, each.....	55.00
Wedge Tensile Test for A325 Bolts	
Under 100,000 lbs, each.....	50.00
Tensile Test – Anchor Bolts, tested with displacement	
transducers, each.....	300.00
Nut - Hardness, Proof, and Cone Proof Load Test, each.....	50.00
Washer - Hardness, each.....	30.00
A325 or A490 – Bolt hardness only, each.....	35.00
Bolt A325 or A490	
Wedge Tensile Under 100,000 lbs, and Hardness, each.....	80.00
Wedge Tensile Over 100,000 lbs, and Hardness, each.....	100.00
Bolt, Nut, and Washer - All Tests per set with bolts	
Under 100,000 lbs.....	300.00
Over 100,000 lbs.....	380.00

NOTES:

- (1) See *Geotechnical Laboratory Testing Schedule of Fees* for soil testing.
- (2) Hourly rates are available upon request.
- (3) Field laboratory rates are available upon request.
- (4) Listed unit rates are based upon the assumption that samples will be delivered to our laboratory at no cost to Converse.

**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/ *Twining Inc.*)

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: *on-call material testing and special inspection services*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s *June 20, 2014* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *June 20, 2014* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: *August 15, 2014*.
- 3.4 “Expiration Date”: *August 12, 2017*.

**4. TERM**

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

**5. CONSULTANT'S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Seventy Five Thousand Dollars (\$175,000) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Matthew Baumgardner** 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.

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

canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

- 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: **Andrew Brozyna**  
Telephone: (818) 224-1600  
Facsimile: (818) 225-7338

If to Consultant:

*Twining, Inc.*  
*1879 Potrola Road, Suite G*  
*Ventura, CA 93003*  
Attn: **Matthew Baumgardner**  
Telephone: (805) 644-5100  
Facsimile: (805) 644-5179

With courtesy copy to:

Scott H. Howard  
Colantuono & Levin, 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”**  
**Twining, Inc.**

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

By: \_\_\_\_\_  
*Linus Vitkus, Senior Vice President of Operations*

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

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

By: \_\_\_\_\_  
*Robert M. Ryan,*

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

Attest:

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

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

Approved as to form:

By: \_\_\_\_\_  
Scott H. Howard, City Attorney

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

# EXHIBIT A SCOPE OF WORK

## Statement of Purpose & Approach to On-Call Contracts

*Twining is fully capable and qualified to service this On-Call for the City of Calabasas. Our firm knows that meeting the needs of an on-call contract requires flexibility and a depth of resources. Our firm is uniquely suited to meet this need. It is not uncommon for Twining to receive a call for "same day" services and, in nearly all cases, we are able to meet the request. This is because of the large pool of qualified inspectors and engineers from which we can draw and the ability of our dispatch team to routinely coordinate several projects at one time.*

### **On-Call Project Delivery**

The following is our typical approach to delivery of on-call task assignments:

- Twining receives a formal directive from the County's representative briefly describing the scope, size and services required for the assignment
- Our program manager will discuss the specific needs with the appropriate City staff and the appropriate project manager (if other than himself) and develop a proposal to the City
- Upon execution of the task order contract, the project manager will assign the appropriate staff to include in the team and execute the assignment
- The project manager will maintain regular communication with both the City and our program manager regarding project status
- Upon completion of the assignment, the project manager will close out the assignment and confirm all City expectations have been met

### **Approach to Construction Materials Testing and Special Inspection**

Following is our approach and methodology for managing materials testing and special inspection tasks in support of the City, as well as our outline of the sequential activities that will be undertaken to complete the tasks required for special inspections and materials testing services:

- Twining receives a formal request for services from the designated City representative briefly describing the scope, size, and services required.

A set of plans, specifications, will be made available for Twining to review prior to and during the course of the project.

- Upon dispatch request from your representative, the appropriate Twining staff member with the required certifications is assigned to the project. The technicians and inspectors are available within 24 hours of the representative's request and often can be provided with even less prior notification.
- The project technician/inspector performs appropriate testing or inspection and logs location of each test or item inspected. When required, samples are obtained from construction materials for further lab testing.
- The technician/inspector logs his daily testing, inspection, and sampling and provides a copy of his daily report to the the City representative for his signature. The daily report also contains a log of his hours covering the duties performed that day.
- If a material type (e.g. ready-mixed concrete) requires plant inspection, both the plant and field technicians would communicate directly with your representative regarding batched quantities, time of shipment, total yards at the plant, plant break downs, and all pertinent daily activities.
- Daily field and shop reports are reviewed by the project manager along with all laboratory test results and distributed weekly to the project team. A log of all tests and inspections is kept by the Twining project manager that also includes tracking and resolution of any non-compliant items.

Twining also provides all necessary closeout documents at project completion.

# Approach to On-Call Contracts, *continued*

## Approach to Providing Soils Testing

The following is our standard task structure to provide the geotechnical engineering design services.

Our team reviews available relevant geologic and geotechnical engineering information as it pertains to the site. We use this information at the beginning stages of the project to help better plan a field exploration scope and approach.

We meet with the project team prior to initiating our field exploration. We believe this is an important component to a project and we want to make our key personnel accessible to the City.

Our team then executes a Field Exploration Program. Our recommendations for field exploration are based on the type of project and existing conditions of the site.

Our team performs geotechnical engineering laboratory testing and engineering analyses. Twining's project manager and project engineers develop a geotechnical engineering laboratory test program that is customized for each project based on project needs and the subsurface conditions encountered during the field exploration program.

## Preparation of Report for Submittal to the Project Team:

We strive to prepare reports that are clear and concise. As needed, we present the City with a draft version of our completed report for review and comment by the project team so that recommendations can be "fine-tuned" if needed.

**Post-Report Consultation:** Based upon our experience on construction projects with several strict governing agencies, we are able to identify the common areas of confusion that potentially lead to obstacles during construction and propose to work with the City to develop plans and specifications. Our geotechnical engineer carefully reviews all aspects of the design and report cost, resource and time saving recommendations to the City based on his expert findings. During the course of the construction process, he is available to key design and construction team members to answer questions or make suggestions as needed.

## Our Project Manager

Our proposed project manager, Matthew Baumgardner, PE, QSD/P, is the designated point of contact and project manager for this project. Mr. Baumgardner oversees all services provided by Twining and is the single point of contact for the City and the project team. He is intimately familiar with each aspect of the project, and his primary objective is to ensure that you are completely satisfied with every aspect of Twining's performance and to ensure closeout of your project.

Mr. Baumgardner reviews all invoices and reports prior to their issuance. His job is to guarantee the accuracy and timeliness of all reporting and billing activities. Further, he is always available to key design and construction team members to answer questions or make suggestions, and he encourages and thrives upon such interaction during projects.

As briefly mentioned above, the project manager also tracks any non-compliant items along with their resolution so that you are aware of items that require resolution.

Mr. Baumgardner also plays a critical role in informing you of budget status, working with the project team to reduce costs, and delivering our services in an efficient manner. In the event of budget deviations, the project manager ensures that you are proactively advised and assists with allocating costs to the actual source of the budget deviations, as well as minimizing the financial impact of such deviations.

This project management approach supports our efforts to work closely with the entire design and construction team, including the City, structural engineers, civil engineers, and contractors. We share the common goal of a project completed on time and within budget.

## Approach to On-Call Contracts, *continued*

Meeting the needs of the City projects requires flexibility and a depth of resources. Our firm is uniquely suited to meet this need. It is not uncommon for Twining to receive a call for "same day" field inspection services and, in nearly all cases, we are able to meet the request. This is because of the large pool of qualified, multi-licensed inspectors from which we can draw and the ability of our dispatch team to routinely coordinate several projects at one time. All of our services are seamlessly coordinated by Mr. Baumgardner, and communicated to the necessary team members without delay. Further, our project manager is supported by an experienced administrative staff that processes all reports in an efficient and timely manner.

### **Testing & Inspection Philosophy & Process**

Our firm has a reputation for experience providing top-notch materials testing services, particularly on public works projects throughout California. Our team is comprised of experts in all aspects of project delivery. It is our philosophy to do everything by the book.

We ascribe to strict procedures for documentation and work closely with governing agencies. We strive to give our clients peace of mind and have been successful in developing internal procedures to support this mission.

### **Creative Ability**

Creative solutions are an integral part of our Project Management process. Twining employs multi-certified inspectors that are highly respected and knowledgeable. These inspectors are able to work with the client on the project site to remedy unforeseen situations that may arise. Our knowledgeable engineer experts are always available to clients for creative solution to problems or even simply to suggest a more cost effective approach. Our clients have come to rely on the knowledge of our expert engineers and often call upon them for assistance with projects Twining might not even be working on.

# EXHIBIT B FEE SCHEDULE

## Billing Rates

### Personnel Rates (Per Hour Unless Otherwise Noted)

<u>Engineering and Consulting</u>			
10026	Senior Principal Advisor/Consultant.....	\$	245.00
10001	Principal Engineer/Geologist.....	\$	165.00
10017	Metallurgical Engineer.....	\$	160.00
70000	Registered Geotechnical Engineer.....	\$	160.00
10011	Technical Advisor, Material Scientist or Welding/NDT Consultant.....	\$	175.00
70003	Registered Geologist/Certified Engineering Geologist.....	\$	145.00
10003	Senior Engineer/Geologist.....	\$	145.00
10009	Registered Civil Engineer.....	\$	140.00
60003	Roofing/Waterproofing Consultant.....	\$	180.00
10013	Project Engineer/Manager.....	\$	130.00
30000	Quality Control Manager.....	\$	115.00
10005	Senior Staff Engineer/Geologist.....	\$	110.00
10007	Staff Engineer/Geologist.....	\$	105.00
10015	Quality Control Administrator.....	\$	95.00
10019	Metallurgical Technician.....	\$	85.00
90001	CADD Operator/Draftsperson.....	\$	75.00
70107	Field Supervisor.....	\$	100.00
20000	Laboratory Manager.....	\$	100.00
98000/30012	Laboratory Technician.....	\$	75.00
90005	Expert Witness Testimony.....	\$	390.00
91010	Qualified SWPPP Developer.....	\$	125.00
91000	Qualified SWPPP Practitioner.....	\$	115.00
<u>Field Inspection</u>			
10101-10207	Reinforced Concrete, Masonry, Drilled-in-Anchors, Prestressed Concrete, Fireproofing, or		
10991 and 10999	Structural Steel Welding/Bolting Inspector (AWS, ICC, COLA, etc.).....	\$	90.00
10501	Lead Inspector.....	\$	90.00
70109	L.A. Deputy Grading Inspector.....	\$	93.00
75001	Asphalt Construction and Placement Inspector/Technician.....	\$	91.00
75003	Asphalt Plant Inspector/Technician.....	\$	91.00
70103	Pile Driving Inspector.....	\$	93.00
70101/70995/70998	Soils Technician.....	\$	91.00
10107	Concrete Quality Control (ACI/Calltrans Technician).....	\$	91.00
60001	Roofing/Waterproofing Inspector.....	\$	97.00
10515-10523	Mechanical/Electrical/Plumbing Inspector.....	\$	120.00
50003	Field Engineering Technician.....	\$	105.00
<u>Shop Inspection</u>			
10301	Structural Steel Fabrication Inspector (ICC/AWS/COLA/etc.).....	\$	90.00
10309	Batch Plant Quality Control Technician/Inspector.....	\$	91.00
10325	Glue-Laminated Fabrication Inspector.....		Quotation
10328	Pre-cast concrete/Pipe Fabrication Inspector (Reinforced Concrete, Prestressed, Clay, PCI).....	\$	91.00
<u>Non-Destructive Testing</u>			
10401-10406	NDT Technician (UT/MT/PT).....	\$	93.00
10305-10307	Combination NDT Technician/Welding Inspector.....	\$	93.00
10409/10411	Radiographic (X Ray, Gamma Ray).....		Quotation

	<b><u>Equipment Usage (Per Day Unless Otherwise Noted)</u></b>		
95318	Skidmore.....	\$	40.00
95309	Torque Wrench, Small.....	\$	15.00
95312	Torque Wrench, Large.....	\$	25.00
95315	Torque Multiplier.....	\$	40.00
95321	Air Meter.....	\$	40.00
95324	Brass Mold.....	\$	20.00
95346	Drilling/Sampling Equipment.....	\$	50.00
95343	Nuclear Gauge (Per Hour).....	\$	9.00
95333	Pull Test Equipment.....	\$	60.00
95348	Concrete/Asphalt Coring Equipment (Per hour).....	\$	120.00
95327	Pachometer.....	\$	55.00
95336	Floor Flatness (Dipstick).....	\$	45.00
95330	Schmidt Hammer.....	\$	20.00
95341	Vapor Emission Test Kits.....	\$	45.00
95339	V-Meter.....	\$	40.00
95351	Fireproofing Adhesion/Cohesion (Per Test).....	\$	15.00
95300	Ultrasonic Equipment and Consumables.....	\$	60.00
95303	Magnetic Particle Equipment and Consumables.....	\$	30.00
95306	Liquid Penetrant Consumables.....	\$	20.00
95307	Phased Array Ultrasonic Equipment (Per Hour).....	\$	50.00
95347	Ground Penetrating Radar (Per Hour).....	\$	50.00
95359	Pavement Profilograph Equipment (Per Hour).....	\$	115.00
95349	Inertial Profiler (Per Hour).....	\$	250.00
95357	Project Dedicated Vehicle.....	\$	50.00
	<b><u>Specimen Pick-Up</u></b>		
20102	Standard Sample: Concrete Cylinders (Each).....	\$	15.00
20101	Standard Sample: Mortar/Grout Cubes and Cores, Fireproofing, Rebar, and Epoxy Prisms (Each).....	\$	15.00
20103-20104	Oversize Sample: Masonry Prisms, Shotcrete Panels, Flexural Beams (Each).....	\$	29.00
20107	Technician for Specimen Pick-Up Not Listed Above (Per Hour, 2-Hour Minimum).....	\$	75.00
20109	Technician for Specimen Pick-Up Before 5:00 a.m. or After 5:00 p.m. Monday thru Friday, or All Day Saturday (Per Hour, 2-Hour Minimum Plus Mileage).....	\$	87.00
	<b><u>Jobsite Trailer, Mobile Laboratory or On-Site Portable Laboratory</u></b>		
95360	Mobile Laboratory for Rapid Set Concrete (per shift not exceeding 12 hours).....	\$	375.00
	All others by quotation		

## General Conditions

**NOTE:** Field inspection work conditions are established by contract with Operating Engineers, Local 12.

### Administrative Fees

All administrative costs including report distribution and the Twining ConstructionHive system are billed at 4% of monthly invoice total. Note that hard copies of report will be sent only to governing jurisdictions that mandate them. All other parties will receive reports electronically. The administrative fee above will be increased by 1% if additional hard copies of reports are requested.

### Minimum Charges (Inspection and Technician Personnel Only - Other Personnel Charged on Portal to Portal Basis)

2-Hour Minimum:	Inspector arrives at jobsite, no work to perform.
4-Hour Minimum:	1 to 4 hours of inspection
8-Hour Minimum:	Over 4 hours of inspection

### Regular Time

The first 8 hours worked Monday through Friday between 5:00 a.m. and 5:00 p.m.

### Time and One-Half (All Types of Inspection)

Any increment past 8 hours through 12 hours worked Monday through Friday and the first 12 hours on Saturday. Time and one-half will also be charged for any time before 5:00 a.m. and after 5:00 p.m.

### Double Time (All Types of Inspection)

After the first 12 hours worked Monday through Saturday, all day Sunday, holidays, and the first Saturday following the first Friday in June and December. Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

### Meal Period

When personnel are required by their duties to work more than five consecutive hours without a one-half hour uninterrupted meal period, one half hour at double time rate will be charged in addition to any applicable overtime for actual hours worked.

### Shift Differential

Effective October 1, 2010, a \$1.00 per hour shift differential premium will be charged for all inspection hours that fall outside of the 5:00 a.m. to 5:00 p.m. time period. Twining will require 48-hour notice prior to beginning a shift that will include hours falling outside this time period. Should this notice not be provided, all work performed on that shift will be billed at the overtime rate.

If three shifts per day are required, the first shift will be billed at the standard rate. The second shift shall be billed in accordance with the previous paragraph. The third shift shall be billed at 8 hours for the first 6 1/2 hours worked and overtime for all hours thereafter.

### Travel Time and Mileage

For projects outside a 50-mile radius from the nearest Twining facility, \$0.60 per excess mile to and from the project will be charged for inspectors and technicians. Other than small tools, whenever project related equipment is required to be transported to and from the project site, time and mileage for inspectors and field technicians will be billed on a portal to portal basis. For all projects, \$0.60 per mile will be charged portal to portal for engineers, consultants, supervisors, and laboratory technicians from the laboratory to the project site and return.

### Saturday Sample Pick-Ups

In order to be in strict conformance with testing standards, it may be required that Saturday pick-ups be performed (e.g. concrete specimens cast on Friday must be picked up on Saturday in order to be in conformance with ASTM C31 requiring specimens to be moved to their final curing location within 48 hours of casting.) Applicable charges for Saturday work will apply when this is required. Should these charges not be authorized then Twining will not be responsible for any negative consequences.

### Remote Jobs

For projects in excess of 100 miles from Twining, travel time will be charged at the relevant straight time rate.

### Reimbursable Expenses

Parking, air fare, car rental, food and lodging, etc. will be charged at cost plus 15% per processed invoice, unless provided by client.

### Subsistence

Subsistence on remote jobs will be charged per quotation.

### Laboratory Testing Hours and Rush Testing

Please note that laboratory testing will be billed on an hourly basis for non-standard tests. If testing is required to be performed on Saturdays, Sundays, holidays, or before 5:30 a.m. or after 4:00 p.m. on weekdays, an additional hourly charge with a minimum of one hour will be applied for the laboratory technician. 1.5 times regular test rate will be charged for rush testing.

### Charges for Subcontracted Services

Material sent to outside laboratory for testing:	Cost plus 20%
Material sent to outside fabricator or machine shop:	Cost plus 20%
Glu-Lam beam inspection:	Cost plus 20%
Other subcontractors:	Cost plus 20%
Project exclusive equipment purchase:	Cost plus 20%

#### General Conditions (Continued)

##### Limit of Liability

All contracts are subject to errors and omissions coverage limits of \$50,000.00, or contract amount whichever is greater. Higher limits available by quotation.

##### Certified Payroll

Certified payroll will be provided, upon request, at an additional charge of \$100.00/month.

##### Final Reports Required by Jurisdiction

If a final report or affidavit is required, we must first review all inspection and testing reports and clear up any unresolved issues on these reports. These issues will typically require approval by the engineer or architect of record. This process can take several weeks or just a day, depending on the number and complexity of the issues. Cost for final reports will be billed hourly.

##### Terms of Payment

Fees charged are for professional and technical services and are due upon presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1½% per month will be added to the unpaid balance (APR 18%).

All invoice errors or necessary corrections shall be brought to the attention of Twining within 15 days of receipt of invoice. Thereafter, customer acknowledges invoices are correct and valid. Twining reserves the right to terminate its services to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against Twining, its subsidiaries, affiliates, servants and agents for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide services whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, that same process shall determine the prevailing party.

##### Specimen Disposal

Specimens will be discarded after testing unless Twining has been notified prior to testing that the customer wishes to retrieve the specimens or storage arrangements are made.

##### Oversize Specimens

An extra charge will be made when test specimens require more than one person to handle due to size or weight.

**Laboratory Testing**  
(Per Test Unless Noted Otherwise)

<b><u>Concrete Tests (Field Made Specimens)</u></b>		
20201	6" x 12" or 4" x 8" Cylinder: Compression Strength (ASTM C39).....	\$ 25.00
20203	Density of Structural Lightweight Concrete, Equilibrium or Oven Dry Method (ASTM C567).....	\$ 75.00
20205	Core Compression Including Trimming (ASTM C42).....	\$ 50.00
20207	6" x 6" x 18" Flexural Beams Not Exceeding Referenced Size (ASTM C78, C293 or CTM 523).....	\$ 70.00
20208	6" x 6" x 30" Flexural Beams (CTM 523) .....	\$ 85.00
20209	Cylinders: Splitting Tensile Strength (ASTM C496).....	\$ 85.00
20211	Modulus of Elasticity Test (ASTM C469).....	\$ 140.00
80003	Rapid Chloride Permeability Test: Cylinders or Cores (ASTM C1202).....	\$ 450.00
80006	Density, Absorption, and Voids in Hardened Concrete (ASTM C642).....	\$ 350.00
40005	Flexural Toughness (ASTM C1609, Formerly ASTM C1018).....	\$ 700.00
40009	Coefficient of Thermal Expansion of Concrete (CRD 39, AASHTO T336).....	\$ 500.00
<b><u>Concrete Specimen Preparation</u></b>		
20151	Sawing of Specimens (Each).....	\$ 23.00
20157	Coring of Specimens in Lab (Each).....	\$ 26.00
<b><u>Laboratory Trial Batch: Concrete, Cement and Mortar</u></b>		
30217	Compression Test Cylinders Made and Tested in Laboratory (ASTM C192, C35).....	\$ 45.00
30219	6" x 6" x 18" Flexural Beams Made and Tested in Laboratory (ASTM C192, C78).....	\$ 85.00
30221	6" x 6" x 30" Flexural Beams Made and Tested in Laboratory (ASTM C192, C93).....	\$ 95.00
30223	Splitting Tensile Strength Cylinders Made and Tested in Laboratory (ASTM C192, C496).....	\$ 100.00
30225	Modulus of Elasticity Test Cylinders Made and Tested in Laboratory (ASTM C192, C469).....	\$ 156.00
30227	Density of Structural Lightweight Concrete Made in the Laboratory, Equilibrium or Oven Dry Method (ASTM C567).....	\$ 86.00
30201	Laboratory Trial Batch (ASTM C192).....	\$ 400.00
30203	Laboratory Trial Batch: Packaged Dry Concrete Including Verification of Slump, Air Content, Plastic Unit Weight, Six Cylinders for Compressive Strength (ASTM C387 and C192).....	\$ 800.00
30205	Drying Shrinkage Up to 28 Days: Three 3" x 3" or 4" x 4" Bars, Five Readings up to 28 Dry Days (ASTM C157).....	\$ 400.00
30230	Additional Reading, Per Set of Three Bars.....	\$ 45.00
30231	Storage over Ninety (90) Days, Per Set of Three Bars, Per Month.....	\$ 30.00
30207	Setting Time Up to 7 Hours (ASTM C403).....	\$ 125.00
30209	Bleeding (ASTM C232).....	\$ 125.00
30229/20255	Concrete Restrained Expansion (ASTM C878).....	\$ 450.00
30211	Mix, Make and Test Mortar or Grout Specimens for Compressive Strength: Set of 6 (ASTM C109, C942).....	\$ 400.00
20263	Non-Shrink Grout: Height Change after Final Set (ASTM C1090).....	\$ 400.00
20265	Non-Shrink Grout: Height Change at Early Age (ASTM C827).....	\$ 950.00
30232	Cracking Resistance, Set of Three Rings, Laboratory Trial Batching, Test Until Cracking or up to 28 Days (ASTM 1581).....	\$ 4,000.00
30233	Evaluation of Pre-Packaged Masonry Mortars (ASTM C270).....	\$ 1,100.00
<b><u>Chemical Analysis and Petrographic Examination of Concrete</u></b>		
80120	Chemical Analysis for Water Soluble Sulfates (ASTM C114) (includes sample prep).....	\$ 160.00
80126	Chemical Analysis for Water Soluble Chlorides (ASTM C1218) (includes sample prep).....	\$ 150.00
80123	Chemical Analysis for Acid Soluble Chlorides (ASTM C1152) (includes sample prep).....	\$ 220.00
80193	Chloride Diffusion Coefficient of Cementitious Mixtures by Bulk Diffusion (ASTM C1556).....	\$ 2,000.00
80129	Petrographic Examination of Hardened Concrete (ASTM 856).....	Quotation
<b><u>Physical and Chemical Analysis of Cement</u></b>		
80195	Physical Testing and Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150).....	\$ 1,000.00
80100	Chemical Analysis of Portland Cement per Standard Requirements (ASTM C150).....	\$ 550.00
80103	Physical Testing of Portland Cement per Standard Requirements (ASTM C150).....	\$ 550.00
80194	Physical Testing of Type K Cement, Mortar Expansion (ASTM C806).....	\$ 500.00
80106	Partial Analysis or Specific Physical Tests.....	Quotation
80110	Sulfates Resistance of Hydraulic Cement (ASTM C1012).....	Quotation

**Laboratory Testing (Continued)**

<b>Physical and Chemical Analysis of Fly Ash</b>		
80140	Chemical Analysis of Fly Ash Standard Requirements (ASTM C618).....	\$ 450.00
80143	Physical Testing of Fly Ash Standard Requirements (ASTM C618).....	\$ 500.00
80146	Partial Analysis or Specific Physical Tests.....	Quotation
80147	Testing Chemical Analysis and Physical Testing of Fly Ash per Standard Requirements (ASTM C1618).....	\$ 850.00
 <b>Physical Testing of Chemical Admixtures for Concrete</b>		
80196	Qualification of Admixture per ASTM C494.....	Quotation
 <b>Soils and Aggregate Tests</b>		
30503	Abrasion: LA Rattler (ASTM C131).....	\$ 185.00
30505	Abrasion: LA Rattler (ASTM C535).....	\$ 195.00
70301	Atterberg Limits/Plasticity Index (ASTM D4318, CTM204).....	\$ 150.00
70303	California Bearing Ratio Excluding Maximum Density (ASTM D1883).....	\$ 375.00
70305	Chloride and Sulfate Content (CTM 417, CTM 422).....	\$ 130.00
30403	Clay Lumps and Friable Particles (ASTM C142).....	\$ 175.00
30321	Cleaness Value: 1" x #4 (CTM 227).....	\$ 175.00
30322	Cleaness Value: 1.5" x .75" (CTM 227).....	\$ 275.00
70393	Collapse Potential/Index (ASTM D5333).....	\$ 175.00
70396	Compressive Strength of Molded Soil-Cement Cylinders (ASTM D1633).....	\$ 105.00
70309	Consolidation Test: Full Cycle (ASTM 2435, CTM 219).....	\$ 195.00
70311	Consolidation Test: Time Rate per Load Increment (ASTM D2435, CTM 219).....	\$ 45.00
70313	Corrosivity Series: Sulfate, Cl, pH, Resistivity (CTM 643, 417, and 422).....	\$ 245.00
70315	Crushed/Fractured Particles (ASTM D5821, CTM 205).....	\$ 175.00
70317	Direct Shear Test: Remolded and/or Residual (ASTM D3080).....	\$ 245.00
70319	Direct Shear Test: Undisturbed - Slow [CD] (ASTM D3080).....	\$ 225.00
70321	Direct Shear Test: Undisturbed - Fast [CU] (ASTM D3080).....	\$ 195.00
70378	Durability Index: Per Method - A,B,C, or D (CTM 229, ASTM D3744).....	\$ 210.00
70325	Expansion Index (ASTM D4829, UBC 18-2).....	\$ 160.00
30507	Flat Particle and Elongated Particle (ASTM D4791).....	\$ 225.00
30508	Flat or Elongated Particle (ASTM D4791).....	\$ 195.00
70331	Maximum Density: Methods A/B/C (ASTM D1557, D698, CTM 216).....	\$ 180.00
70333	Maximum Density: Check Point (ASTM D1557, D698).....	\$ 65.00
70335	Maximum Density: AASHTO C [Modified] (AASHTO T-180).....	\$ 195.00
70337	Moisture Content (ASTM D2216, CTM 226).....	\$ 25.00
70339	Moisture and Density: Ring Sample (ASTM D2937).....	\$ 30.00
70341	Moisture and Density: Shelby Tube Sample (ASTM D2937).....	\$ 40.00
70340	Moisture-Density Relations of Soil-Cement Mixtures Premixed in the Field (ASTM D558).....	\$ 225.00
70342	Moisture-Density Relations of Soil-Cement Mixtures Mixed in the Lab (ASTM D558).....	\$ 295.00
30401	Organic Impurities (ASTM C40, CTM 213).....	\$ 90.00
70343	Permeability (ASTM D5084).....	\$ 250.00
80001	Potential Reactivity: Chemical Method (ASTM C289).....	\$ 475.00
70394	Potential Reactivity: Mortar Bar Expansion Method, 14-Day Exposure (ASTM C1260).....	\$ 700.00
70398	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 12 month.....	\$ 2,400.00
70399	Potential Reactivity: Concrete Bar Expansion, Method (ASTM C1293), 24 month.....	\$ 2,600.00
70397	Potential Reactivity of Aggregate Combination, 14-Day Exposure, Mortar (ASTM C1567).....	\$ 900.00
70345	R-Value: Soil (ASTM 2844, CTM 301).....	\$ 325.00
70347	R-Value: Aggregate Base (ASTM D2844, CTM 301).....	\$ 355.00
70349	Sand Equivalent (ASTM D2419, CTM 217).....	\$ 125.00
70351	Sieve #200 Wash Only (ASTM D1140, CTM 202).....	\$ 90.00
70353	Sieve with Hydrometer: 3/4" Gravel to Clay (ASTM D422, CTM 203).....	\$ 225.00
70355	Sieve with Hydrometer: Sand to Clay (ASTM D422, CTM 203).....	\$ 215.00
70357	Sieve Analysis Including Wash (ASTM C136, CTM 202).....	\$ 140.00
70359	Sieve Analysis Without Wash (ASTM C136, CTM 202).....	\$ 105.00
70360	Sieve Analysis: Split Sieve (ASTM C136, CTM 202).....	\$ 215.00
70361	Sieve Analysis Without Wash: With Cobbles (ASTM C136, CTM 202).....	\$ 210.00
70363	Soundness: Sodium or Magnesium Sulfate, 5 Cycles (ASTM C88).....	\$ 450.00
70365	Specific Gravity and Absorption: Coarse (ASTM C127, CTM 206).....	\$ 100.00
70367	Specific Gravity and Absorption: Fine (ASTM C128, CTM 207).....	\$ 165.00
70369	Swell/Settlement Potential: One Dimensional (ASTM D4546).....	\$ 105.00
70371	Triaxial.....	Quotation
70373	Unconfined Compression (ASTM D2166, CTM 221).....	\$ 135.00
30317	Unit Weight Per Cubic Foot (ASTM C29, CTM 212).....	\$ 80.00
30319	Voids in Aggregate with Known Specific Gravity (ASTM C29, CTM 212).....	\$ 80.00

**Laboratory Testing (Continued)**

**Asphalt Concrete Tests**

75033	Bulk Specific Gravity Of Compacted Sample or Core: SSD (CTM 308 and ASTM D2726).....	\$	45.00
75036	Bulk Specific Gravity of Compacted Sample or Core: Parafin Coated (CTM 308 and ASTM D1188).....	\$	70.00
75040	Emulsion Residue, Evaporation (ASTM D244).....	\$	150.00
75024	Extraction: % Bitumen (CTM 382, ASTM D6307).....	\$	155.00
75027	Extraction: % Bitumen and Gradation (CTM 382, CTM 202, ASTM D6507, ASTM D5444).....	\$	200.00
75028	Extraction: % Bitumen, Correction Factor (CTM 382, ASTM D6307).....	\$	325.00
75030	Chemical Extraction: % Bitumen and Sieve Analysis (ASTM D2172 Method A or B, ASTM D5444).....	\$	245.00
75004	Fine Aggregate Angularity (AASHTO T304, ASTM C1252, CTM 234).....	\$	185.00
75042	Lab Tested Maximum Density: Hveem (CTM 304, CTM 308, ASTM D1561, ASTM D1188).....	\$	200.00
75054	Hveem Stabilometer Test with Mixing (CTM 304, CTM 366, ASTM D1560, ASTM D1561).....	\$	325.00
75057	Hveem Stabilometer Test, Premixed (CTM 304, CTM 366, ASTM D1560, ASTM D1561).....	\$	200.00
75048	Lab Tested Maximum Density: Marshall (ASTM D6926, ASTM D2726).....	\$	200.00
75049	Lab Tested Maximum Density: Marshall 6" Specimen (ASTM D5581, ASTM D2726).....	\$	215.00
75050	Lab Tested Maximum Density: Superpave Gyrotory Compactor: SSD (Each) (ASTM D6925, ASTM D2726, ASTM D1188).....	\$	75.00
75051	Maximum Theoretical Specific Gravity [RICE] (CTM 309, ASTM D2041).....	\$	150.00
75066	Marshall Stability and Flow, Cored Sample (ASTM D6927).....	\$	125.00
75069	Marshall Stability and Flow, Premixed (ASTM D6926, ASTM D6927).....	\$	200.00
75072	Marshall Stability and Flow, with Mixing (ASTM D6926, ASTM D6927).....	\$	325.00
75106	Marshall Stability and Flow, Gyrotory Compacted Specimen Pre-Mixed (ASTM D6925, ASTM D5581).....	\$	225.00
75107	Marshall Stability and Flow 6" Specimen, Premixed (ASTM D5581).....	\$	215.00
75063	Moisture Content (CTM 370).....	\$	85.00
75005	Wet Track Abrasion Test (ASTM D3910).....	\$	150.00
75093	Hveem Mix Design (Excluding Aggregate Quality Tests).....	\$	3,000.00
75096	Hveem Mix Design, with RAP (Excluding Aggregate Quality Tests, RAP Qualification).....	\$	3,300.00
75099	Hveem Mix Design, with Lime (Excluding Aggregate Quality Tests).....	\$	3,550.00
75094	Hveem Mix Design Caltrans Untreated Mix (Including Aggregate Quality Tests).....	\$	4,200.00
75095	Hveem Mix Design Caltrans Lime Treated Mix (Including Aggregate Quality Tests).....	\$	4,300.00
75084	Marshall Mix Design (Excluding Aggregate Quality Tests).....	\$	3,000.00
75087	Marshall Mix Design with RAP (Excluding Aggregate Quality Tests).....	\$	3,800.00
75090	Marshall Mix Design with Lime (Excluding Aggregate Quality Tests).....	\$	3,900.00
75083	Open Grade Asphalt Concrete Mix Design (CTM 368, ASTM D7064).....	\$	1,350.00
75109	Superpave Mix Design (Excluding Aggregate Quality Tests).....	\$	4,770.00
75113	Superpave Mix Design, with RAP (Excluding Aggregate Quality Tests).....	\$	6,090.00
75114	Superpave Mix Design, with Rubber (Excluding Aggregate Quality Tests).....	\$	6,200.00
75115	Superpave Mix Design, with Additives (Excluding Aggregate Quality Tests).....	\$	5,590.00
75075	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed (AASHTO T283, ASTM D4867).....	\$	875.00
75078	Effect of Moisture on Asphalt Paving Mixtures, Pre-Mixed, 24-Hour Immersion Pre-Mixed (AASHTO T283, ASTM D4867).....	\$	1,150.00
75064	Effect of Moisture on Asphalt Paving Mixtures (AASHTO T283, ASTM D4867).....	\$	1,500.00
75065	Effect of Moisture on Asphalt Paving Mixtures, One Freeze Thaw Cycle (AASHTO T283, ASTM D4867).....	\$	1,700.00
75102	Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage [TSR], Untreated (CTM 371).....	\$	1,650.00
75105	Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage [TSR], Lime Treated (CTM 371).....	\$	1,800.00
75104	Resistance of Compacted Bituminous Mixtures to Moisture Induced Damage [TSR], Pre-Mixed (CTM 371).....	\$	900.00
75111	Hamburg Wheel Track Test, one track (AASHTO T324).....	\$	450.00

**Laboratory Testing (Continued)**

<b><u>Brick Masonry Tests, ASTM C67</u></b>		
20301	Modulus of Rupture: Flexural (5 Required Per ASTM).....	\$ 45.00
20303	Compression Strength (3 Required Per ASTM).....	\$ 45.00
20305	Absorption: 5 Hour or 24 Hour (5 Required).....	\$ 50.00
20307	Absorption (Boil): 1, 2 or 5 Hours (5 Required).....	\$ 60.00
20309	Initial Rate of Absorption (5 Required).....	\$ 40.00
20311	Efflorescence (5 Required).....	\$ 60.00
20313	Cores: Compression.....	\$ 55.00
20315	Shear Test on Brick Cores: 2 Faces.....	\$ 80.00
<b><u>Concrete Block, ASTM C140</u></b>		
20321	Compression (3 Required Per ASTM).....	\$ 50.00
20323	Absorption/Moisture Content/Oven Dry Density (3 Required Per ASTM).....	\$ 80.00
20327	Linear Shrinkage (ASTM C426).....	\$ 200.00
20335	Web and Face Shell Measurements.....	\$ 40.00
20329	Tension Test.....	\$ 150.00
20331	Core Compression.....	\$ 50.00
20333	Shear Test of Masonry Cores: 2 Faces.....	\$ 75.00
20339	Efflorescence Tests (3 Required).....	\$ 40.00
<b><u>Masonry Prisms, ASTM C1314</u></b>		
20341	Compression Test: Composite Masonry Prisms Up To 8" x 16".....	\$ 185.00
20343	Compression Test: Composite Masonry Prisms Larger Than 8" x 16".....	\$ 245.00
20346	Prism Cord Modulus of Elasticity.....	\$ 505.00
20347	Prism Cord Modulus of Elasticity with Transverse Strain (for double-wythe specimen).....	\$ 630.00
<b><u>Mortar and Grout</u></b>		
20351	Compression: 2" x 4" Mortar Cylinders (ASTM C780).....	\$ 30.00
20353	Compression: 3" x 3" x 6" Grout Prisms, Includes Trimming (ASTM C119).....	\$ 52.00
20355	Compression: 2" Cubes (ASTM C109).....	\$ 30.00
20357	Compression: Cores (ASTM C42).....	\$ 52.00
<b><u>Masonry Specimen Preparation</u></b>		
20155	Cutting of Cubes or Prisms.....	\$ 45.00
<b><u>Fireproofing Tests</u></b>		
20401	Oven Dry Density (Per Sample) (ASTM E605).....	\$ 60.00
<b><u>Gunite and Shotcrete Tests</u></b>		
20361	Core Compression Including Trimming (ASTM C42).....	\$ 50.00
20363	Compression; 6" x 12" Cylinders.....	\$ 25.00
20365	Compression; Cubes (Includes Saw Cutting).....	\$ 74.00
<b><u>Concrete Roof Fill: Gypsum, Vermiculite, Perlite, Lightweight Insulating Concrete, Etc.</u></b>		
20371	Compression Test (ASTM C495 and C472).....	\$ 39.00
20373	Air Dry Density (ASTM C472).....	\$ 30.00
20379	Oven Dry Density (ASTM C495).....	\$ 55.00
<b><u>Reinforcing Steel, ASTM A615, A706</u></b>		
20501	Tensile Test: # 11 or Smaller.....	\$ 42.00
20503	Bend Test: # 11 or Smaller.....	\$ 27.00
20505	Bend Test: #14 or #18.....	\$ 300.00
20505	Tensile Test: # 14.....	\$ 200.00
20507	Tensile Test: # 18.....	\$ 300.00
<b><u>Reinforcing Steel - Welded or Coupled Specimens</u></b>		
20521	Tensile Test: Welded #11 and Smaller.....	\$ 60.00
20523	Tensile Test: Welded #14.....	\$ 200.00
20525	Tensile Test: Welded #18.....	\$ 300.00
20527	Tensile Test: Mechanical Splice.....	\$ 110.00
20529	Weld: Macroetch.....	\$ 65.00
20531	Slippage Test in Addition to Tensile Test (Per Caltrans 52-1.08C) (CTM 670).....	\$ 165.00

**Laboratory Testing (Continued)**

<b><u>Metal and Steel Testing</u></b>	
20601	Tensile Strength: Up to 100K Pounds (Each)..... \$ 50.00
20603	Tensile Strength: Up to 200K Pounds (Each)..... \$ 55.00
20605	Tensile Strength: Up to 300K Pounds (Each)..... \$ 65.00
20607	Tensile Strength: Up to 400K Pounds (Each)..... \$ 110.00
20609	Tensile Strength: 400K to 600K Pounds (Each)..... \$ 300.00
20611	Tensile Strength: Stress-Strain Percent Offset..... \$ 150.00
20545	Weld: Macroetch..... \$ 65.00
20547	Weld: Fracture..... \$ 30.00
20615	Bend Test..... \$ 46.00
20617	Flattening Test..... \$ 55.00
20619	Brinell and Rockwell Hardness Test (ASTM E18) (Per Test)..... \$ 72.00
20630	Bolt: Axial Tensile Test (Up to 7/8" diameter)..... \$ 40.00
20631	Bolt: Wedge Tensile Test (Up to 7/8" diameter)..... \$ 55.00
20632	Bolt: Axial Tensile Test (Greater than 7/8" up to 1 1/4" diameter)..... \$ 60.00
20633	Bolt: Wedge Tensile Test (Greater than 7/8" up to 1 1/4" diameter)..... \$ 75.00
20634	Bolt: Axial Tensile Test (Greater than 1 1/4" diameter)..... Quotation
20635	Bolt: Wedge Tensile Test (Greater than 1 1/4" diameter)..... Quotation
20636	Bolt: Proof Load Test (Up to 7/8")..... \$ 65.00
20637	Bolt: Proof Load Test (Up to 1 1/4")..... \$ 85.00
20638	Bolt: Proof Load Test Greater than 1 1/4")..... Quotation
20639	Nut: Proof Load Test (Up to 7/8")..... \$ 45.00
20640	Nut: Proof Load Test (Up to 1 1/4")..... \$ 65.00
20641	Nut: Proof Load Test Greater than 1 1/4")..... Quotation
<b><u>Chemical Testing of Metal and Steel</u></b>	
80170	Steel Chemical Analysis..... \$ 125.00
80173	Weight of Galvanized Coating (ASTM A90)..... \$ 75.00
<b><u>Machining and Preparation of Tensile and Bend Sample: Carbon Steel</u></b>	
20751	Machinist: Initial Preparation from Mock-up, Etc. (Per Hour)..... \$ 72.00
20753	Sawcut to Overall Width (Per 0.5" Thickness or Fraction Thereof)..... \$ 40.00
20755	Machine to Test Configuration: Milled Specimens (Per 0.5" Thickness or Fraction Thereof)..... \$ 55.00
20757	Machine to Test Configuration: Turned Specimens (Per 0.5" Thickness or Fraction Thereof)..... \$ 110.00
20759	Prepare Subsize Specimens (Per 0.5" Thickness or Fraction Thereof)..... \$ 72.00
<b><u>Charpy Impact</u></b>	
20621	Charpy Impact Ambient Temperature, per sample (Average of 3 Samples Typically Required)..... \$ 65.00
20623	Charpy Impact Reduced Temperature, per sample (Average of 3 Samples Typically Required)..... \$ 85.00
<b><u>Machining of Charpy Samples: Carbon Steel</u></b>	
20780	Cutting and Milling (Per 0.5" or Fraction Thereafter) (Average of 3 Samples Typically Required)..... \$ 72.00
20783	Final Machining to Sample Configuration (Average of 3 Samples Typically Required)..... \$ 82.00
<b><u>Prestressing Wires and Tendons, ASTM A416</u></b>	
20701	Stress-Strain Analysis: Wire or Strands (Including Chart and Percent Offset)..... \$ 115.00
20703	Tensile Test Only..... \$ 95.00
20705	Tendons..... Quotation
<b><u>Polymer Matrix Composite Materials (Fiberwrap)</u></b>	
20706	Tensile Strength – Set of 5 Specimens/batch/direction (ASTM D3039)..... \$ 1,350.00
20707	Tensile Strength – Additional Specimens (ASTM D3039)..... \$ 250.00
20708	Heating Chamber Time – Per 24 hr period (ASTM D3039)..... \$ 85.00
<b><u>Calibration Services and Universal Machine Usage</u></b>	
20801	Calibration Services..... Quotation
20803	Universal Test Machine Usage (Per Hour)..... \$ 250.00

**Ceramic Tile Testing Division**

The Ceramic Tile Institute of America (CTIOA) and Twining worked together to advance and develop technology designed to enhance the quality of materials and workmanship in the ceramic tile industry. A separate schedule of fees for these services is available upon request.

**Special Testing/Engineering Services**

Cyclic and Fatigue Testing Programs on Special Products/Parts.....	Quotation
Engineering and Technical supports/Design of Prototypes and Special Test Set-Up.....	Quotation
Fastener/Coupling Full Testing Program Per New Regulations: Tension, Tension/Bend, Shear, Double Shear, & Compressions.....	Quotation
Fiberglass/Composite Materials Field Testing Program (ASTM D4065, D1143, D4923, D2584, D4476, D1242, D7901, D7921, and D732).....	Quotation
Field Testing of Structures and Structural Elements.....	Quotation
In-Place Shear Testing.....	Quotation
Materials and/or Product Evaluation Per Specifications.....	Quotation
Structural Dynamic Testing and Durability Analysis.....	Quotation

**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

(Contractor)

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

(Title)

Attest:

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

(Title)



*CITY of CALABASAS*

CITY COUNCIL AGENDA REPORT

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**DATE: JULY 29, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER**

**BY: TATIANA HOLDEN, P.E., ASSOCIATE CIVIL ENGINEER **

**SUBJECT: RECOMMENDATION TO AWARD A CONSTRUCTION CONTRACT FOR THE 2014 ANNUAL STREET RESURFACING PROJECT, SPECIFICATION NO. 14-15-01, TO SULLY-MILLER CONTRACTING COMPANY.**

**MEETING DATE: AUGUST 13, 2014**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the 2014 Annual Street Resurfacing Project to Sully-Miller Contracting Company in the amount of \$619,078. This amount includes 10% contingency, which is the industry standard for construction contracts. Staff also recommends appropriating \$30,000 for performing quality control and material testing services for this project. Staff is recommending appropriations for a total of \$649,078 to cover costs associated with this project.

**DISCUSSION/ANALYSIS:**

Streets selected for this year's pavement rehabilitation project were based on the City's 2013 Pavement Management System (PMS) Report and visual inspections performed by the engineering staff. The PMS report has been completed by IMS Infrastructure Management Services, LLC in March 2013. All streets in the report are ranked with a Pavement Condition Index (PCI) between 0-100 with 100 being the best. Calabasas Hills Road was separated into three segments based on

pavement condition which received PCI ratings of 55, 61 and 70. It is selected for rubberized overlay this year. Additionally, the south entrance to the Grape Arbor Park is in need of asphalt replacement and is included into the 2014 Annual Street Resurfacing Project.

Bids for the 2014 Annual Citywide Street Resurfacing Project were received on July 29, 2014. The award decision was based on the lowest responsible and responsive bidder.

Six sealed bids were received and the lowest bidder was Sully-Miller Contracting Company with the bid amount of \$562,798. A copy of the bid results are shown in Exhibit A.

Sully-Miller Contracting Co. is well known in the region and is regarded as a reputable construction company; they also have has a good working history with the City. Staff had checked the references provided in the submitted bid package and received satisfactory reports about the company and projects they worked on.

Staff recommends increasing Sully-Miller's bid amount of \$562,798 by 10% for contingency. The additional contingency amount is to address unforeseen conditions that may be encountered on the project during the construction phase. The contingency amount is the industry standard for construction contracts of this type.

Staff recommends appropriating \$30,000 for quality control and material testing services for this project. One of the City's on-call material testing & special inspection services consultants will be selected to perform the work. The proposed amount is reasonable for a project of this type and size.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The FY2014-15 budget allows for up to \$650,000 to be spent on this effort from Fund 15 (Gas Tax Fund).

Account No. 40-319-6502-12 will be used to track all costs associated with the project. All requested funds should be appropriated to this account. Staff recommends that funding be approved and that the budget be adjusted accordingly.

**REQUESTED ACTION:**

Staff recommends that City Council award the 2014 Annual Street Resurfacing Project to Sully-Miller Contracting Company in the amount of \$619,078. This amount includes 10% contingency, which is the industry standard for construction contracts. Staff also recommends appropriating \$30,000 for performing quality

control and material testing services for this project. Staff is recommending appropriations for a total of \$649,078 to cover costs associated with this project.

**ATTACHMENTS:**

Exhibit A. Bid Results

Exhibit B. Map of the project site

Exhibit C. Construction Contract with Sully-Miller Contracting Co.

## ITEM 10 EXHIBIT A

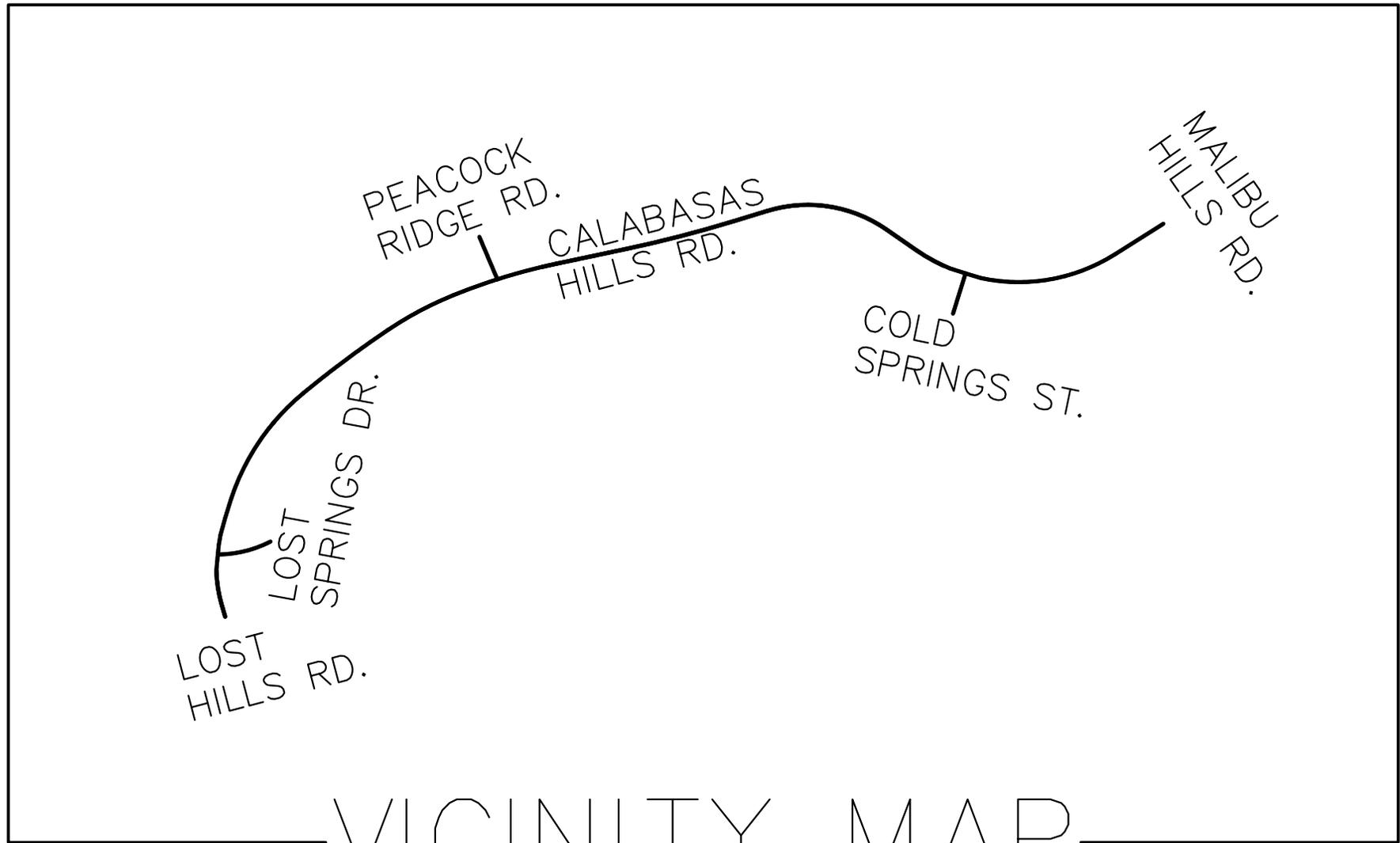
### 2014 ANNUAL CITYWIDE STREET RESURFACING PROJECT

#### SPECIFICATION NO. 14-15-01

#### BID RESULTS

CONTRACTOR	AMOUNT
Toro Enterprises	\$641,448.75
Hardy & Harper, Inc.	\$616,000.00
All American Asphalt	\$566,700.00
Palp, Inc. dba Excel Paving Company	\$577,515.10
Granite Construction Company	\$564,064.10
Sully-Miller Contracting Co.	\$562,798.00

ITEM 10 EXHIBIT B.



VICINITY MAP



N.T.S.

## **ARTICLES OF AGREEMENT**

### **2014 ANNUAL STREET RESURFACING PROJECT SPECIFICATION NO. 14-15-01, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA**

THIS 2014 ANNUAL STREET RESURFACING PROJECT, SPECIFICATION NO. 14-15-01, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 13 day of August, 2014, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and SULLY-MILLER CONTRACTING COMPANY, a Delaware Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the 2014 Annual Street Resurfacing Project, Specification No. 14-15-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one 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 ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

#### **ARTICLE II: Scope of Work**

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.

AGENCY hereby employs 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 provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

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

**ARTICLE III: Compensation**

A. 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. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of \$619,078 (Six Hundred Nineteen Thousand Seventy Eight Dollars,) unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is 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 CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon AGENCY's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

**ARTICLE IV: Labor Code**

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

## ITEM 10 EXHIBIT C

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker 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.

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

C. Pursuant to Labor Code § 1776, CONTRACTOR and any subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her 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.

D. 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:

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

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

**ARTICLE V: Work Site Conditions**

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 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 existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of 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.

AGENCY 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

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CONTRACTOR's cost of, or the time required for, performance of any part of the work, AGENCY shall issue a change order under the procedures described in this AGREEMENT.

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

### **ARTICLE VI: Insurance**

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 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 AGENCY 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 AGREEMENT 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 AGENCY for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

**ARTICLE VII: Indemnification**

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

**ARTICLE VIII: Binding Effect**

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT 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: Dispute Resolution**

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Los Angeles.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by CONTRACTOR, for the response to such claims by the AGENCY, for a mandatory meet and confer conference upon the request of CONTRACTOR, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

**ARTICLE X: Independent CONTRACTOR**

CONTRACTOR is and shall at all times remain as to AGENCY, a wholly independent CONTRACTOR. Neither AGENCY nor any of its agents shall have control of the conduct of CONTRACTOR or any of 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: Taxes**

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 AGREEMENT. The CONTRACTOR is responsible for ascertaining and arranging to pay such taxes and duties. The prices established in this AGREEMENT shall include compensation for any taxes the CONTRACTOR is required to pay by laws and regulations in effect as of the execution of this AGREEMENT.

**ARTICLE XII: Notices**

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

AGENCY: Andrew Brozyna

CONTRACTOR: Raymond Sanchez

CITY OF CALABASAS

Sully-Miller Contracting Company

100 Civic Center Way

135 S. State College Blvd., Ste. 400

Calabasas, CA 91302-3172

Brea, CA 92821

**ARTICLE XIII: Entire Agreement**

This AGREEMENT 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 AGREEMENT 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, statement or promise not contained in this AGREEMENT shall not be valid or

binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

**ARTICLE XIV: Authority to Contract**

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

**ARTICLE XV: General Provisions**

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. 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 at the head of which it appears, the section or paragraph hereof, 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).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. 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.

ITEM 10 EXHIBIT C

F. CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to AGENCY under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of AGENCY. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of AGENCY or as part of any audit of AGENCY, for a period of three (3) years after final payment under the Agreement.

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 AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 13 day of August, 2014.

CONTRACTOR: Sully-Miller Contracting Company

\_\_\_\_\_  
Sign Name, Title  
License No. 747612-A

AGENCY: \_\_\_\_\_  
David Shapiro, Mayor Date  
City of Calabasas

ATTESTED: \_\_\_\_\_  
Maricela Hernandez, MMC Date  
City Clerk of the City of Calabasas

APPROVED AS TO FORM: \_\_\_\_\_  
Scott H. Howard, City Attorney of the Date  
City of Calabasas

**(EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

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

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

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

WITNESS my hand and official seal.

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

**PAYMENT BOND  
2014 ANNUAL STREET RESURFACING PROJECT  
SPECIFICATION NO. 14-15-01, AGREEMENT  
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to Sully-Miller Contracting Company, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of Six Hundred Nineteen Thousand Seventy Eight Dollars (\$619,078); which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and 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 the contract or the specifications accompanying it shall in any manner affect SURETY's obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

\_\_\_\_\_  
Name, Title  
Sully-Miller Contracting Company  
135 S. State College Blvd., Suite 400  
Brea, CA 92821  
Telephone # 714-578-9600

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.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

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

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

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

WITNESS my hand and official seal.

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

**FAITHFUL PERFORMANCE BOND  
2014 ANNUAL STREET RESURFACING PROJECT  
SPECIFICATION NO. 14-15-01, AGREEMENT  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That Sully-Miller Contracting Company, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and \_\_\_\_\_, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of Three Hundred Nine Thousand Five Hundred Thirty Nine Dollars (\$309,539); which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: 2014 Annual Street Resurfacing Project, SPECIFICATION NO. 14-15-01 CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

\_\_\_\_\_  
Name, Title  
Sully-Miller Contracting Company  
135 S. State College Blvd., Suite 400  
Brea, CA 92821  
Telephone # 714-578-9600

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.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of \_\_\_\_\_

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

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

WITNESS my hand and official seal.

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

**MAINTENANCE BOND  
2014 ANNUAL STREET RESURFACING PROJECT  
SPECIFICATION NO. 14-15-01, AGREEMENT  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to Sully-Miller Contracting Company, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of Three Hundred Nine Thousand Five Hundred Thirty Nine Dollars (\$309,539), 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 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 the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the 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 \_\_\_\_\_, 20\_\_.

CONTRACTOR\*

\_\_\_\_\_  
Name, Title  
Sully-Miller Contracting Company  
135 S. State College Blvd., Suite 400  
Brea, CA 92821  
Telephone # 714-578-9600

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.

**( EXECUTE IN DUPLICATE )**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California

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

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

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

WITNESS my hand and official seal.

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

**NON-COLLUSION AFFIDAVIT**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the \_\_\_ day \_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
CONTRACTOR's Signer's Name

\_\_\_\_\_  
CONTRACTOR's Signer's Title

\_\_\_\_\_  
CONTRACTOR's Business Name

Business Address:  
Sully-Miller Contracting Company  
135 S. State College Blvd., Suite 400  
Brea, CA 92821  
Telephone # 714-578-9600

**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: \_\_\_\_\_

Sully-Miller Contracting Company

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

\_\_\_\_\_  
(Title)

Attest:

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

\_\_\_\_\_  
(Title)

**NOTE:** See Section 7 Responsibility of the CONTRACTOR, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

**ENDORSEMENTS TO INSURANCE POLICY**

**Name of Insurance Company:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

**It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.**

\_\_\_\_\_  
Authorized Insurance Agent

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



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

---

**DATE: JULY 14, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P. E., T. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER**

**BY: TATIANA HOLDEN, P.E., ASSOCIATE CIVIL ENGINEER **

**SUBJECT: ADOPTION OF RESOLUTION NO. 2014-1419, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089.**

**MEETING DATE: AUGUST 13, 2014**

---

**SUMMARY RECOMMENDATION:**

Staff requests that the City Council adopt the 2014 Local Development Report and to adopt Resolution No. 2014-1419, self-certifying the City's compliance with the Congestion Management Program.

**BACKGROUND:**

The Congestion Management Program (CMP) was established with the passage of Proposition 111 in 1990 to monitor changes in traffic congestion, to promote strategies to reduce congestion and to coordinate land use and transportation planning. The State requires that each County create a program to track this process.

The Los Angeles Metropolitan Transportation Authority (Metro) manages the Los Angeles County program. In order to comply with the CMP, local jurisdictions record development permits issued and submit the annual Local Development Report and a Resolution, self-certifying the City's compliance with the program to Metro.

On October 28, 2010, Metro adopted a new and updated CMP Program. The state of California mandates Congestion Management Agencies (CMA) such as Metro to periodically update their programs in order to retain the ability to distribute gas tax revenue to local governments. This update provides some clarifications to terminology and updates the principal arterial roads list for Los Angeles County.

**DISCUSSION/ANALYSIS:**

The report is based on the building permit data received from the City's Building Department (Exhibit A). The following permit issuance data occurs from June 1, 2013 to May 31, 2014:

- A total of 2 building permits was issued for single-family dwellings.
- No building permits were issued for multi-family dwelling units.
- A total of 2 permits were issued for demolition of single family dwellings.
- A total of 1 permit was issued for demolition of 136,000 square feet of commercial space.

Resolution No. 2014-1419 (Exhibit B) and the 2014 Local Development Report (Exhibit C) were prepared in compliance with Metro's CMP.

On June 24, 2014 Resolution No. 2014-1419 was presented to Traffic and Transportation Commission and unanimously approved.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Adoption of this resolution is required by state law to continue receiving gas tax revenue.

**REQUESTED ACTION:**

Staff requests that the City Council adopt the 2014 Local Development Report and to adopt Resolution No. 2014-1419, self-certifying the City's compliance with the Congestion Management Program.

**ATTACHMENTS:**

Exhibit A: Development Memo from City's Building and Safety Division

Exhibit B: Resolution No. 2014-1419

Exhibit C: 2014 Congestion Management Program Local Development Report



**CITY *of* CALABASAS**

DATE: June 17, 2014  
TO: RYAN THOMPSON  
FROM: MONICA SHINDER  
SUBJECT: DATA COLLECTION FOR THE CONGESTION MANAGEMENT PROGRAM

Attached please find the information that you have requested. Should you need anything else, please let me know.

1. Number of Building Permits issued for single-family dwellings from June 1, 2013 to May 31, 2014 – 2 Permits
2. Number of Building Permits issued for multi-family dwellings from June 1, 2013 to May 31, 2014 – 0 Permits
3. Number of Commercial Demolition Permits issued from June 1, 2013 to May 31, 2014 – 1 Permit, 136,000 square feet
4. Number of Residential Demolition Permits issued from June 1, 2013 to May 31, 2014 – 2 Permits, single family dwellings
5. Total square footage of Commercial Building Permits issued from June 1, 2013 to May 31, 2014 – New Commercial buildings only, no Tenant Improvements – 0 permits

***MEMORANDUM***

## ITEM 11 EXHIBIT B

### RESOLUTION NO. 2014-1419

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, FINDING THE CITY TO BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPTING THE CMP LOCAL DEVELOPMENT REPORT, IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089.**

**WHEREAS**, CMP statute requires the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), acting as the Congestion Management Agency for Los Angeles County, to annually determine that the County and cities within the County are conforming to all CMP requirements; and

**WHEREAS**, LACMTA requires submittal of the CMP Local Development Report by September 1 of each year; and

**WHEREAS**, the City Council of the City of Calabasas held a noticed public hearing on August 13, 2014.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, DOES HEREBY RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:**

**SECTION 1.** That the City of Calabasas has taken all of the following actions, and that the City of Calabasas is in conformance with all applicable requirements of the 2010 CMP adopted by the LACMTA Board on October 28, 2010.

The City of Calabasas has locally adopted and continues to implement a transportation demand management ordinance, consistent with the minimum requirements identified in the CMP Transportation Demand Management chapter.

The City of Calabasas has locally adopted and continues to implement a land use analysis program, consistent with the minimum requirements identified in the CMP Land Use Analysis Program chapter.

The City of Calabasas has adopted a Local Development Report, attached hereto and made a part hereof, consistent with the requirements identified in the 2010 CMP. This report balances traffic congestion impacts due to growth within the City of Calabasas with transportation improvements, and demonstrates that the City of Calabasas is meeting its responsibilities under the Countywide Deficiency Plan consistent with the LACMTA Board adopted 2003 Short Range Transportation Plan.

**SECTION 2.** That the City of Calabasas Clerk shall certify to the adoption of this Resolution and shall forward a copy of this Resolution to the Los Angeles County Metropolitan Transportation Authority.

**PASSED, APPROVED AND ADOPTED** this 13<sup>th</sup> day of August, 2014.

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

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney

**CITY OF CALABASAS**

Date Prepared: June 17, 2014

**2014 CMP Local Development Report**

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Contact: **Tatiana Holden**Phone Number: **818-224-1674****CONGESTION MANAGEMENT PROGRAM  
FOR LOS ANGELES COUNTY****2014 DEFICIENCY PLAN SUMMARY**

**\* IMPORTANT: All "#value!" cells on this page are automatically calculated.  
Please do not enter data in these cells.**

**DEVELOPMENT TOTALS****RESIDENTIAL DEVELOPMENT ACTIVITY****Dwelling Units**

Single Family Residential	0.00
Multi-Family Residential	0.00
Group Quarters	0.00

**COMMERCIAL DEVELOPMENT ACTIVITY****1,000 Net Sq.Ft.<sup>2</sup>**

Commercial (less than 300,000 sq.ft.)	(163.00)
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

**NON-RETAIL DEVELOPMENT ACTIVITY****1,000 Net Sq.Ft.<sup>2</sup>**

Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

**OTHER DEVELOPMENT ACTIVITY****Daily Trips**

None	0.00
None	0.00

**EXEMPTED DEVELOPMENT TOTALS**

Exempted Dwelling Units	0
Exempted Non-residential sq. ft. (in 1,000s)	0

Page 1

2. Net square feet is the difference between new development and adjustments entered on pages 2 and 3.

**CITY OF CALABASAS**

Date Prepared: July 14, 2014

**2014 CMP Local Development Report**

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

**PART 1: NEW DEVELOPMENT ACTIVITY****RESIDENTIAL DEVELOPMENT ACTIVITY**

Category	Dwelling Units
Single Family Residential	2.00
Multi-Family Residential	0.00
Group Quarters	0.00

**COMMERCIAL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	0.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

**NON-RETAIL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

**OTHER DEVELOPMENT ACTIVITY**

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
None	0.00
None	0.00

**CITY OF CALABASAS**

Date Prepared: July 14, 2014

**2014 CMP Local Development Report**

Reporting Period: JUNE 1, 2013 - MAY 31, 2014

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

**PART 2: NEW DEVELOPMENT ADJUSTMENTS**

IMPORTANT: Adjustments may be claimed only for 1) development permits that were both issued and revoked, expired or withdrawn during the reporting period, and 2) demolition of any structure with the reporting period.

**RESIDENTIAL DEVELOPMENT ADJUSTMENTS**

Category	Dwelling Units
Single Family Residential	2.00
Multi-Family Residential	0.00
Group Quarters	0.00

**COMMERCIAL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Commercial (less than 300,000 sq.ft.)	163.00
Commercial (300,000 sq.ft. or more)	0.00
Freestanding Eating & Drinking	0.00

**NON-RETAIL DEVELOPMENT ACTIVITY**

Category	1,000 Gross Square Feet
Lodging	0.00
Industrial	0.00
Office (less than 50,000 sq.ft.)	0.00
Office (50,000-299,999 sq.ft.)	0.00
Office (300,000 sq.ft. or more)	0.00
Medical	0.00
Government	0.00
Institutional/Educational	0.00
University (# of students)	0.00

**OTHER DEVELOPMENT ACTIVITY**

Description (Attach additional sheets if necessary)	Daily Trips (Enter "0" if none)
None	0.00
None	0.00

**2014 CMP Local Development Report**

**Reporting Period: JUNE 1, 2013 - MAY 31, 2014**

Enter data for all cells labeled "Enter." If there are no data for that category, enter "0."

**PART 3: EXEMPTED DEVELOPMENT ACTIVITY  
(NOT INCLUDED IN NEW DEVELOPMENT ACTIVITY TOTALS)**

Low/Very Low Income Housing	<input type="text" value="0"/>	Dwelling Units
High Density Residential Near Rail Stations	<input type="text" value="0"/>	Dwelling Units
Mixed Use Developments Near Rail Stations	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Development Agreements Entered into Prior to July 10, 1989	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged due to "calamity"	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Reconstruction of Buildings Damaged in Jan. 1994 Earthquake	<input type="text" value="0"/>	1,000 Gross Square Feet
	<input type="text" value="0"/>	Dwelling Units
Total Dwelling Units	<input type="text" value="0"/>	
Total Non-residential sq. ft. (in 1,000s)	<input type="text" value="0"/>	

**Exempted Development Definitions:**

- Low/Very Low Income Housing: As defined by the California Department of Housing and Community Development as follows:
  - Low-Income: equal to or less than 80% of the County median income, with adjustments for family size.
  - Very Low-Income: equal to or less than 50% of the County median income, with adjustments for family size.
- High Density Residential Near Rail Stations: Development located within 1/4 mile of a fixed rail passenger station and that is equal to or greater than 120 percent of the maximum residential density allowed under the local general plan and zoning ordinance. A project providing a minimum of 75 dwelling units per acre is automatically considered high density.
- Mixed Uses Near Rail Stations: Mixed-use development located within 1/4 mile of a fixed rail passenger station, if more than half of the land area, or floor area, of the mixed use development is used for high density residential housing.
- Development Agreements: Projects that entered into a development agreement (as specified under Section 65864 of the California Government Code) with a local jurisdiction prior to July 10, 1989.
- Reconstruction or replacement of any residential or non-residential structure which is damaged or destroyed, to the extent of > or = to 50% of its reasonable value, by fire, flood, earthquake or other similar calamity.
- Any project of a federal, state or county agency that is exempt from local jurisdiction zoning regulations and where the local jurisdiction is precluded from exercising any approval/disapproval authority. These locally precluded projects do not have to be reported in the LDR.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

---

**DATE:** AUGUST 4, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** JEFF RUBIN, COMMUNITY SERVICES DIRECTOR   
MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

**SUBJECT:** RECOMMENDATION FROM THE SENIOR TASK FORCE TO APPROVE THE SPACE PLAN/CONCEPT DESIGN FOR THE CALABASAS SENIOR CENTER.

**MEETING DATE:** AUGUST 13, 2014

---

**SUMMARY RECOMMENDATION:**

It is recommended that the City Council approve the Senior Task Force recommendation on the space plan/concept design for the Calabasas Senior Center.

**BACKGROUND:**

At the January 8, 2014 City Council Meeting, Council approved the selection of Pankow Builders as the best qualified firm and authorized staff to begin contract negotiations and to include a Gold LEED Standard within the building program. City Council then awarded a Design/Build Contract to Pankow at the March 12, 2014 Council Meeting based on evaluation and scoring of specified criteria and approved the design/construction process to proceed in three separate Council authorized phases:

Phase I, Schematic Design/Massing: Preparation of basic design package, consisting of site and floor plans, elevations and sections sufficient to describe the building to a 10% level of completion, along with a cost estimate of the work.

Phase II, Design Development: Preparation of the approved schematic design to a 50% level of completeness sufficient to permit the preparation of a Guaranteed Maximum Price by the Design-Build team.

Phase III, Final Design (A) and Construction (B): Preparation of final design plans, securing of permits, construction and start-up of the new Senior Center.

Staff provided Pankow with a Notice to Proceed with the Project as of March 31, 2014 with the first task to bring forward Blocking/Massing Options to the Senior Task Force for consideration. The Senior Task Force met on Thursday, April 10, 2014 and after a presentation by Architect David Goodale and much discussion by Task Force Members, it was decided to bring forward to City Council a two story option set to the back of the rear parking lot.

At the April 23, 2014 City Council Meeting, Council approved a two story massing which was the first step in Phase I and enabled Pankow to start on the space plan/conceptual design.

The Task Force met with the Architect on two occasions (May 22<sup>nd</sup> and 29<sup>th</sup>) to review floor plan ideas and come up with a plan that best suits our needs as described in the Building Program below. At the June 11, 2014 City Council Meeting, Council had some concerns with the overall size of the building and asked that staff and the architect look to close in the second floor atrium in order to add additional square footage. The Task Force met on July 9, 2014 and agreed to move forward to Council with a 9,300 square foot building and concept design as will be presented in a power point by Architect David Goodale.

## **DISCUSSION:**

As both the budget and building dimensions have recently come under some scrutiny, an overview of the Senior Center Design/Build Contract and Process will be presented by staff as a separate power point prior to Council being shown the Space Plan and Exterior Architectural Studies.

The following is a narrative of the spaces (from our Building Program) that the Architect incorporated into the Senior Center Plan which encompasses a total of 9300 (up 800 square feet from the previous presentation to Council of June 11, 2014) square feet on two levels:

### **A. Main Entry**

The main entry should have a prominent facade easily visible from the existing plaza. This is the entry point to the building, and the location

where a “first impression” of the facility is realized. The entry should be functional, have natural lighting, be sheltered from the weather and elements, and offer seating for up to six (6) persons. The entry should house a welcome counter for two (2), and be adjacent/open to the lounge. A private office space accommodating two (2) persons should be adjacent to the welcome desk. The area should have a prominent large message and display board at eye level.

B. Lounge/Cafe

This area should support socialization, and accommodate a social seating arrangement with seating for 15 to 20 persons. It should house amenities such as a large screen TV, fireplace and storage of games and reading materials. There should be a small “café” station where beverages (coffee/juices/soda) and a light snack or dessert can be purchased. The space should be easily visible from the main entry. It is ideally located in a “central area” to circulate through to other classes and activities.

C. Patio

An outdoor area supporting classes, games and recreational activities is highly desired. The patio should offer accommodations for up to 100 persons through a flexible wall arrangement and expansion of the multipurpose room. The patio should be shaded and have amenities such as a fire pit and barbeque and area for a ping pong table. It would be desirable if the space accommodated an area where instruction for classes such as outdoor cooking or gardening can be provided for a group of between 10 and 15 persons.

D. Arts and Crafts Room

This area should support a group of 15 to 25 persons in fine art instruction. The room will require two large sinks, stain resistant countertops, seamless easy clean flooring and floor drain, ample storage areas for crafts supplies and tall easels and deep open wall shelving. The area should have ample natural lighting. The teacher’s instruction area should be outfitted with IT/communication capabilities to permit projection.

E. Multipurpose Room

This room would accommodate large groups of 80 to 100 persons for activities such as theater performances, parties, dinners, yoga, dance classes, and Tai Chi. A small, low stage area should be provided for a

band. It should be equipped with sound proof partitions to create smaller instructional rooms. It should have adjacent storage for tables, chairs, ping pong tables and games. Projection screen, projectors and wall mounted TV's should be available in every subdivided area. IT/Communications set up permitting video cameras capable of recording stage events is required. Each partitioned area should have counters and sinks.

F. Warming and Demonstration Kitchen

This area would be adjacent to the multi-purpose room and have two primary functions; to support food service events in the senior center and civic center complex, as well as cooking class instruction. The area should have a class facing preparation area, icemaker, large refrigerator and freezer storage, dishwasher, warming/baking ovens and a cooktop/grill with hood. The area should also have pantry space for food, utensils/plates and appliance storage. The teacher's instruction area should be outfitted with IT/communication capabilities to permit projection to students.

G. Game Room

The area should accommodate 6 to 12 bridge sized tables and one table capable of seating 8 persons. There should be a small area for coffee consisting of a counter, sink, under counter refrigerator and overhead storage. A larger area should be provided for the storage of additional tables and chairs, cards, puzzles, chess and other similar games. There should be good lighting at each table. The room should be very quiet, and have excellent acoustic control. The area should be located adjacent to the main lounge, and could be designed to be an extension of that space.

H. Restrooms

The restrooms should be located so as to allow for access from the exterior of the building when the senior center is closed.

I. Sports Room

This room should have multiple large wall TV's capable of playing sports events and accommodate seating for 12 persons. There should be room for a billiards table and storage, as well as an area for darts.

J. Multi Use Room

This room would be used to counsel individuals on matters of law, health, finances or other similar topics requiring a private setting. The room would have a simple desk and accommodate seating for up to 6 to 8 persons. The room should also be outfitted to permit them to be set up for computer instruction or use.

K. Outdoor Recreation

Outdoor areas should be outfitted for recreational activities such as bocce ball, horseshoes or a small putting green. These activities are ideally integrated into the patio space if room permits.

**FISCAL IMPACT/SOURCE OF FUNDING:**

\$4,000,000.00 from Management Reserve for the design and construction of the Calabasas Senior Center.

**REQUESTED ACTION:**

It is requested that the City Council approve the Senior Task Force recommendation on the space plan/concept design for the Calabasas Senior Center.

**ATTACHMENTS:**

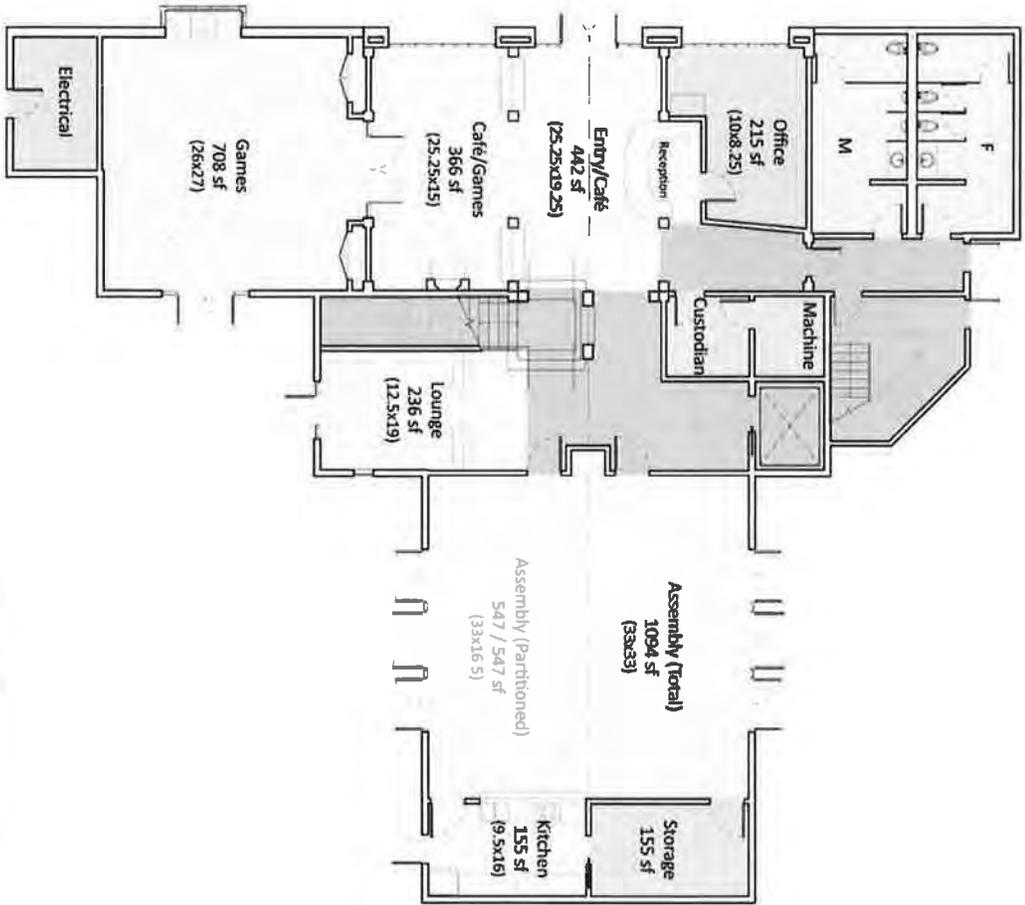
A-First Floor

B-Second Floor

C-Design/Build Power Point

D-Space Plan and Exterior Architectural Studies Power Point

ITEM 12  
**EXHIBIT A**

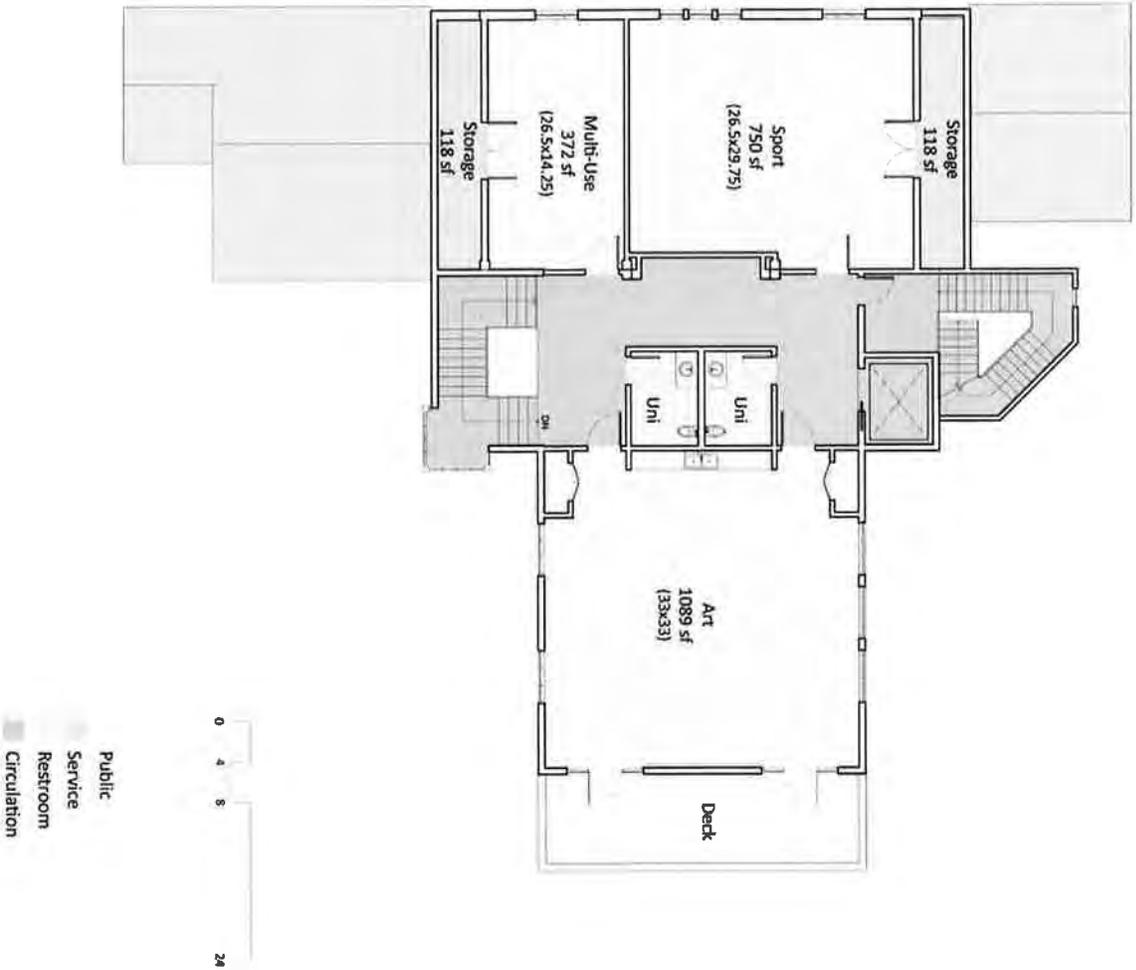


0 4 8 24

- Public
- Private
- Service
- Restroom
- Circulation

**Ground Floor**  
**5390 sf**

ITEM 12  
**EXHIBIT B**



Second Floor  
 3917 sf  
**Total**  
 9307 sf

# Overview of Senior Center Design/Build Contract

City Council Meeting  
August 13, 2014

# Contract History

- (8/28/2013) - Council Authorization to proceed forward with RFP
  - Construction/Design Budget Fixed at \$4M
  - Building Program Approved
    - *Required and Desired Room List*
    - *No Specified Room Sizes (performance based)*
    - *Requirement to Match Existing Architecture*
- (10/4/2013) – RFP Issued for Design/Build Contract

# Staff's Contract Considerations

<b>DESIGN/BID/BUILD</b>	<b>DESIGN/BUILD</b>
Two separate contracts (design & construction)	One Contract
Low Bid Selection	Qualifications Based Selection
Cost fixed on 100% complete design	Budget developed around design
Longer Duration	Shortened Timeframe
Adversarial Relationship	Cooperative Partnership
High Owner Cost Risk	Lower Owner Cost Risk
Weak Design Coordination	Strong Design Coordination
Reduced Value	Greatest Value
High Claims %	Lower Claims %

# Firm Selection Overview

- RFP Issued (10/4/2013 and closed on 11/4/2013): 9 Respondents
  - Firm and Key Personnel Qualifications
  - Responses Independently Reviewed and Scored
  - Three Highest Ranking Firms selected for Final Interviews

# Final RFP Interview

- Final Interviews Held 12/16/2013:
  1. Direct Sr. Center experience of the Project Leader
  2. Expected Design Challenges
  3. Concept Sketch
  4. Cost for LEED Gold Building
  - 5. *Opinion*** on timeline, feasibility and square footage for the \$4M budget, and the project's estimated cost per SF in today's market

# Interview Cost/SF Comparisons

- Pankow: 10,000sf \$400sf
- KPRS: 9,000sf \$445sf
- Bernards: 6,000sf \$665sf
- Jones/Jones: 8,600sf \$465sf to \$500sf
  
- **Current Plan: 9,300sf \$430sf**
  
- *Estimates are for a “hypothetical” building as no design exists.*

# Current Design Build Contract

- Final D/B Contract Approval on (3/12/2014)
- No minimum square footage requirement
- Adherence to \$4M Budget, Building Program and Civic Center design
- Right to audit all project costs
- Shared “float” time
- Shared budgeting responsibilities and use of contingency

# Concept Design Progress

- Site Plan: Council approval (4/23/2014)
- Floor Plan: Council Review (6/11/2014)
  - Request TF to consider maximizing square footage
  - Individual TF Member questions to Council concerning building size and valuation
- Task Force Meeting July 9, 2014
  - Review of plans and proposed elevations
  - Discussion of project size and valuation
- Individual TF Member Briefing July 16, 2014

# Project Size and Valuation

- Initial Building TVB Example (RFP 11/4/13)  
**\$333 per sf, 12,000sf building**
- Updated Building TVB (Final Interview 12/16/13)  
**\$400 per sf, 10,000sf building**
- Current Building Valuation (Interim Concept Design 7/9/14)  
**\$430 per sf, 9,300sf building**
- ***Is the City receiving Fair Value?***
- ***What is the basis of the Cost Differential?***
- ***Why are we getting Less Building?***

# Pankow Budget Assumptions

- \$4M TVB breakdown at Interview:
    - \$400,000 for **Design**
    - \$818,047 for **GC, OH, Insurance and Profit**
    - \$214,400 for **Site Work**
    - \$2,567,553 for the **Building**
- \$4,000,000 Total Budget**

# Summary of Budget Re-Allocation

- Current Contract and Concept Design:
    - \$60,000 Extended Time, Bonds
    - \$25,000 Builders Risk Insurance
    - \$50,000 Expanded Sitework
    - \$25,000 LEED Gold
    - \$55,000 Increased Footprint and Structure
    - \$150,000 HVAC, Utilities, Restrooms
    - \$75,000 Architectural Design
- \$440,000 Project Cost Re-Allocation**

# Budget Re-Allocation Examples

- Expanded Site Area (14,000 sf to 20,000 sf)
- Two Story VS One Story Design
- No Re-Use of Existing Central Plant
- Builders Risk and Earthquake Insurance
- Extended Time
- Increased Storage and Casework
- Industrial Stair vs. Finished Stair

# Next Steps

- Approve Plan and Exterior Design
- Validate Current Building Cost
  - If under budget, develop expansion or accessory options
  - If over Budget, develop cost adjustment options
- Return to Council for a Decision:
  - Approve Final Concept Design
  - Implement Cost Reductions
  - Increase Construction Budget

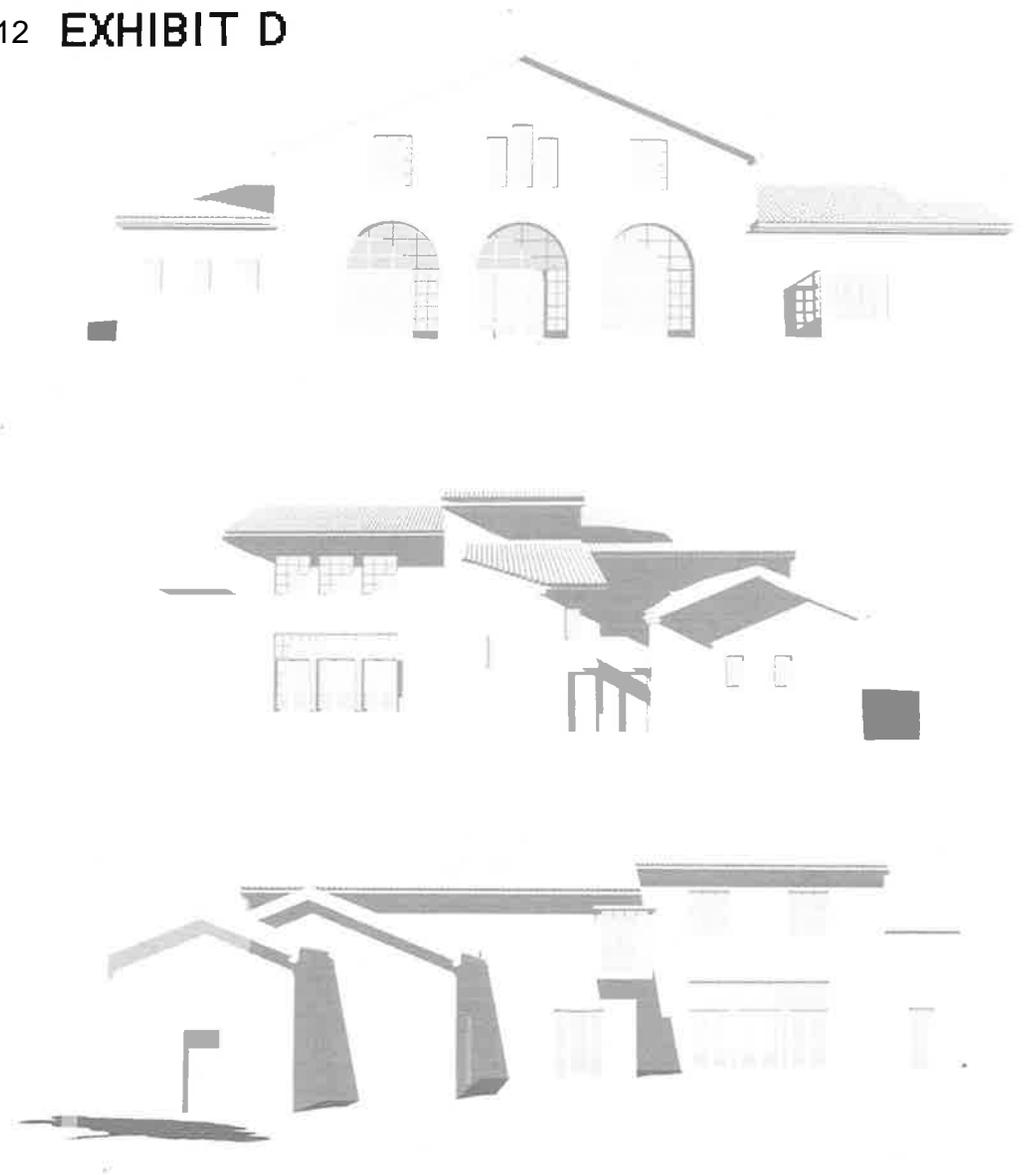
# Overview of Senior Center Design/Build Contract

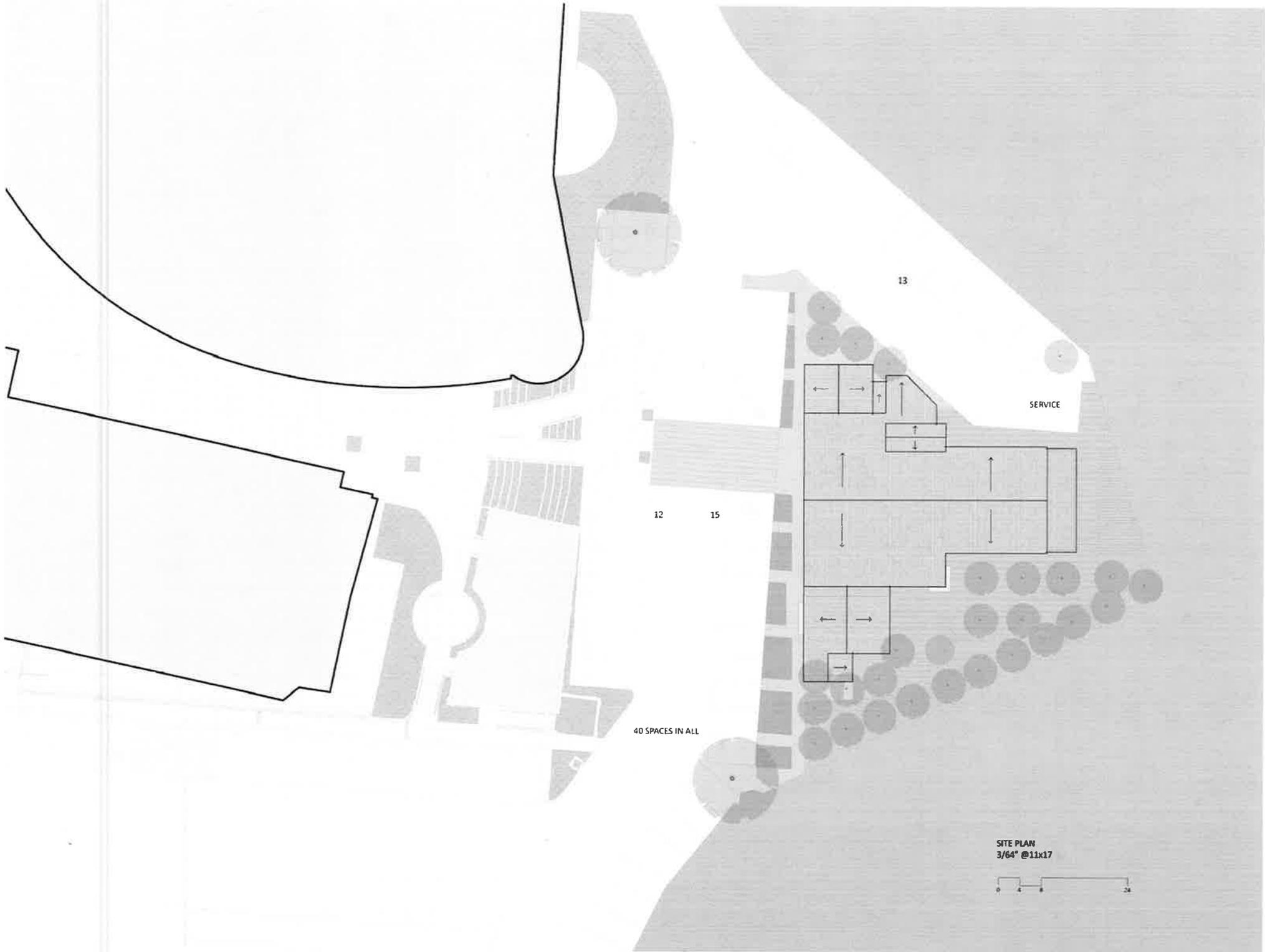


City Council Questions and Comments

SENIOR TASK FORCE : EXTERIOR ARCHITECTURE STUDIES

ITEM 12 EXHIBIT D





SERVICE

13

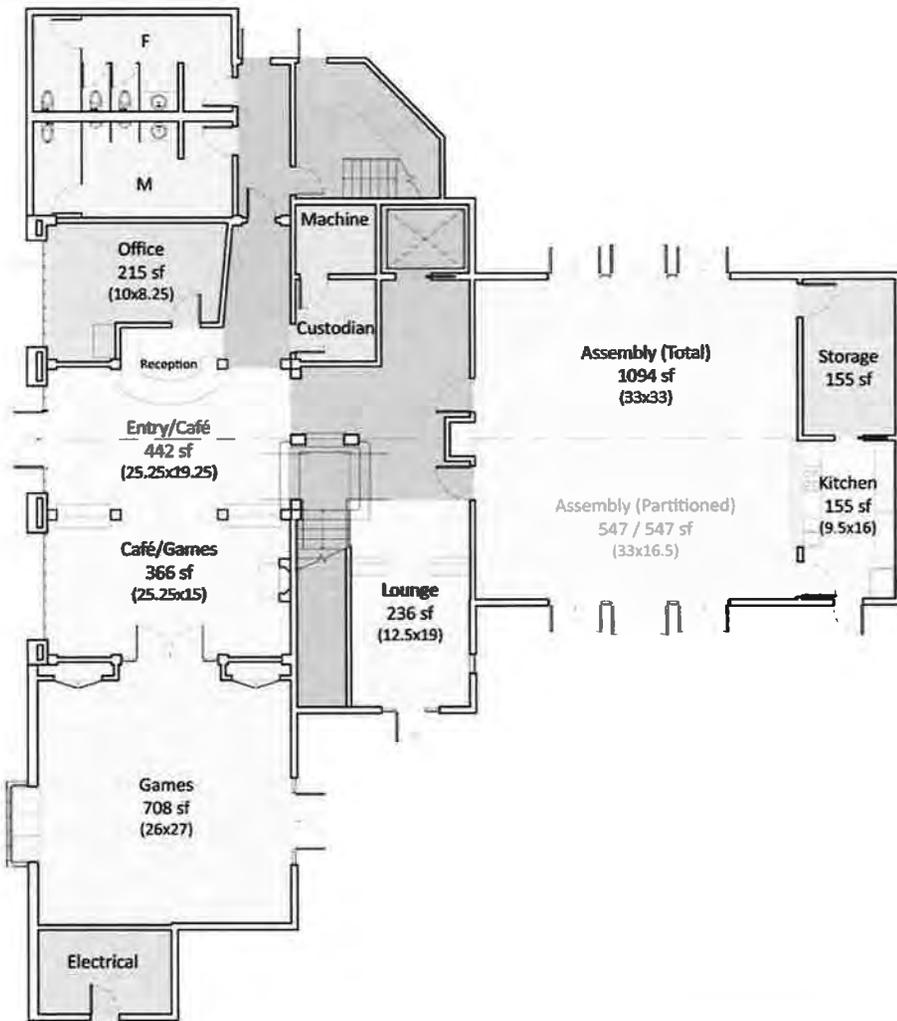
12

15

40 SPACES IN ALL

SITE PLAN  
3/64" @ 11x17

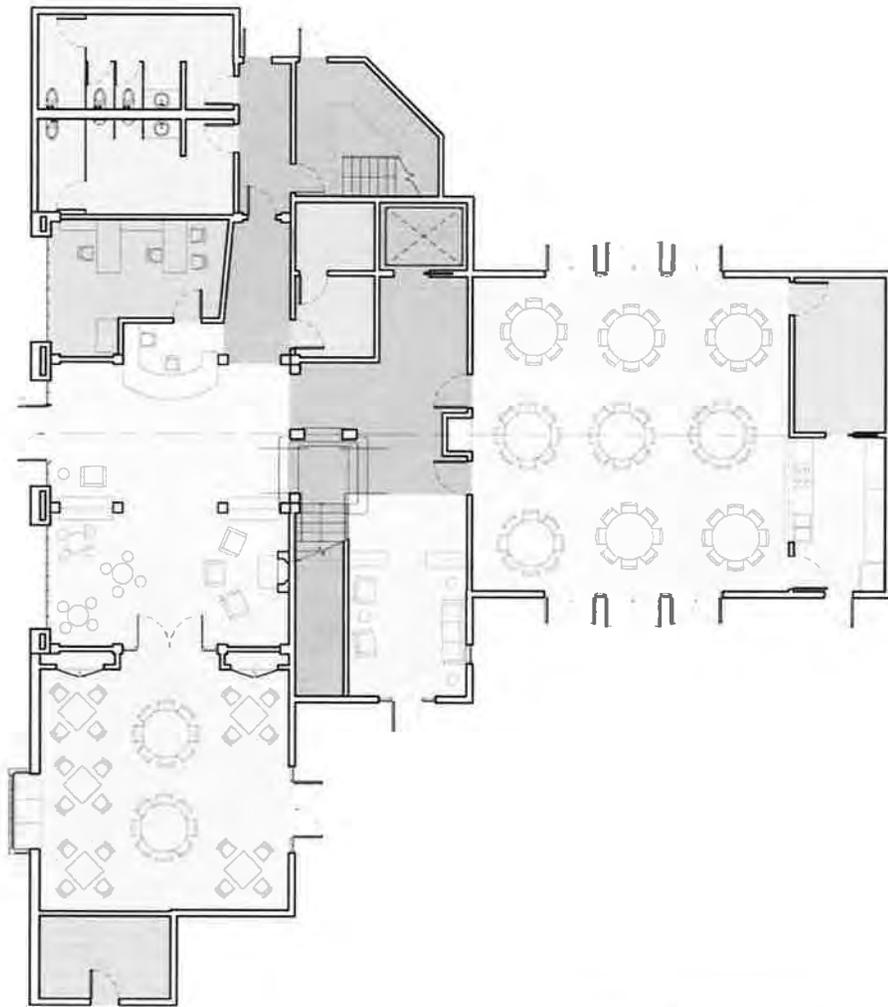




**Ground Floor**  
**5390 sf**

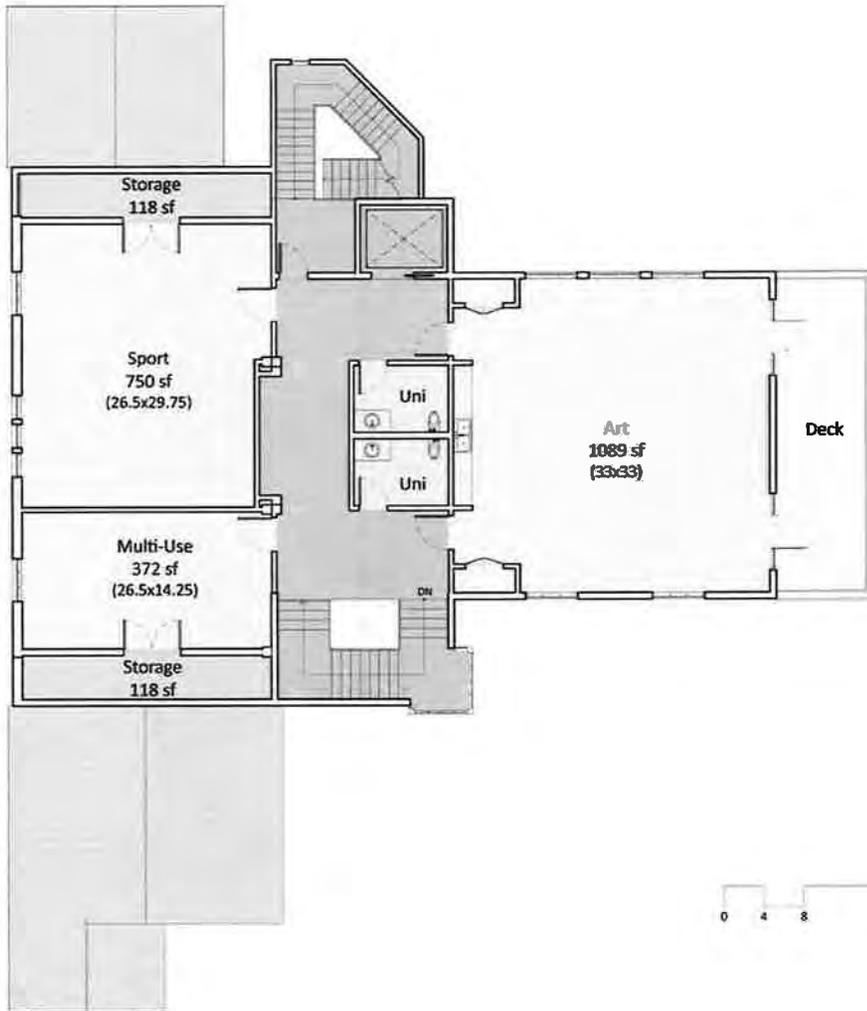


- Public
- Private
- Service
- Restroom
- Circulation



**Ground Floor  
Furniture**

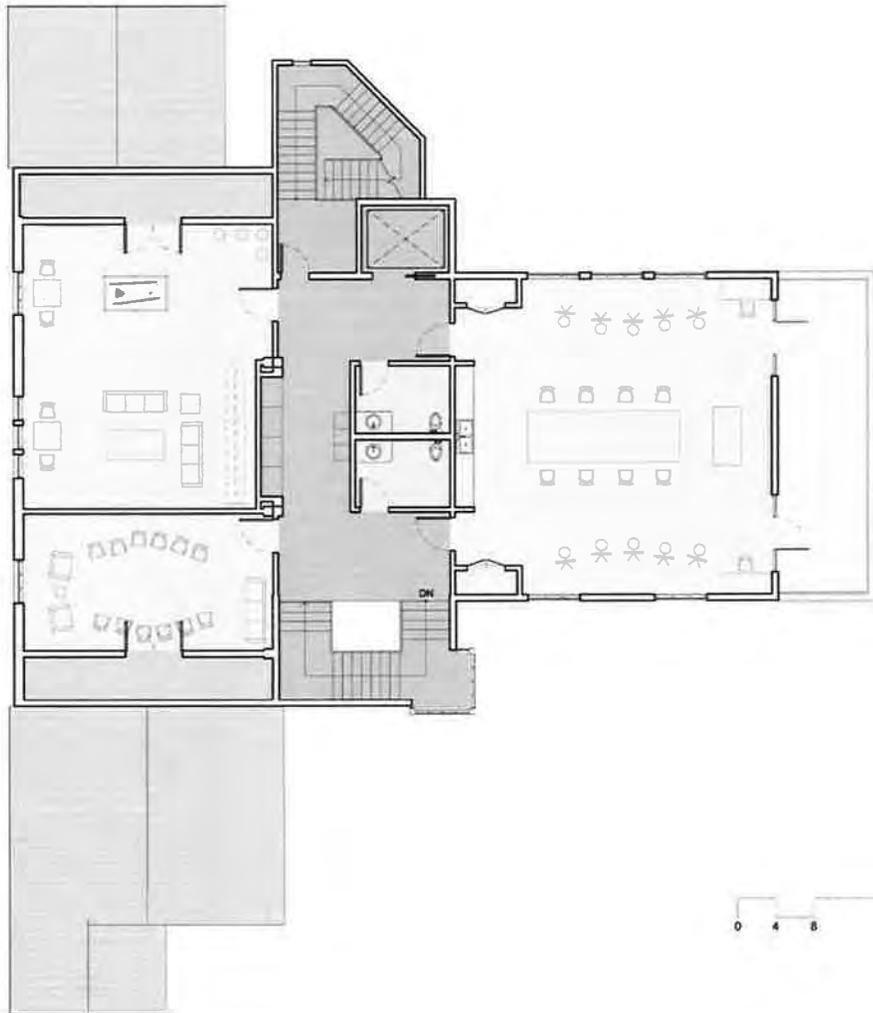




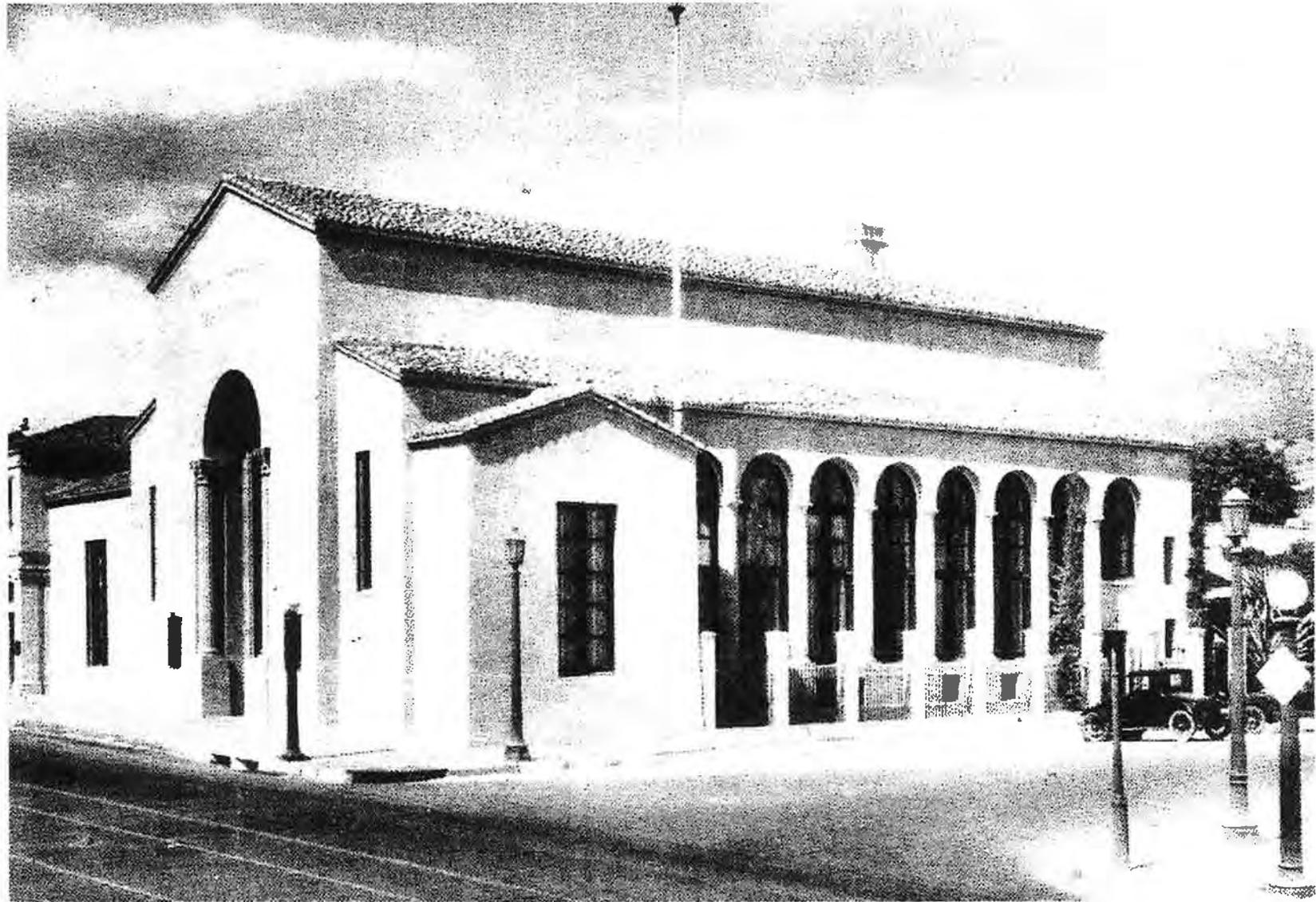
Second Floor  
 Total 3917 sf  
 Total 9307 sf



- Public
- Service
- Restroom
- Circulation



**Second Floor  
Furniture**

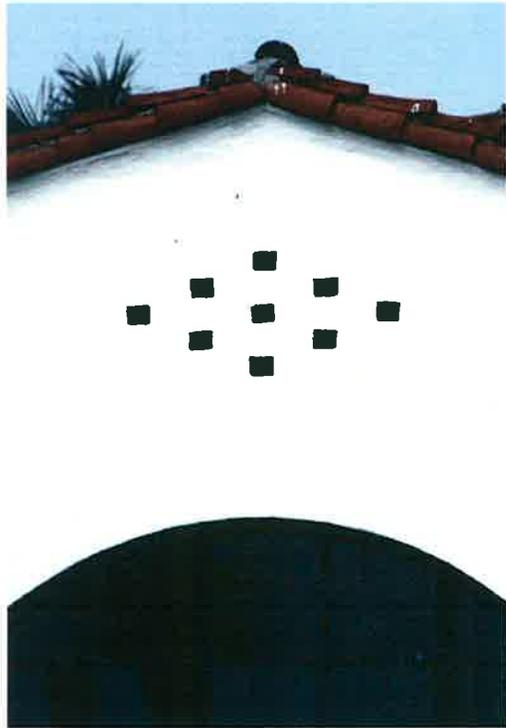








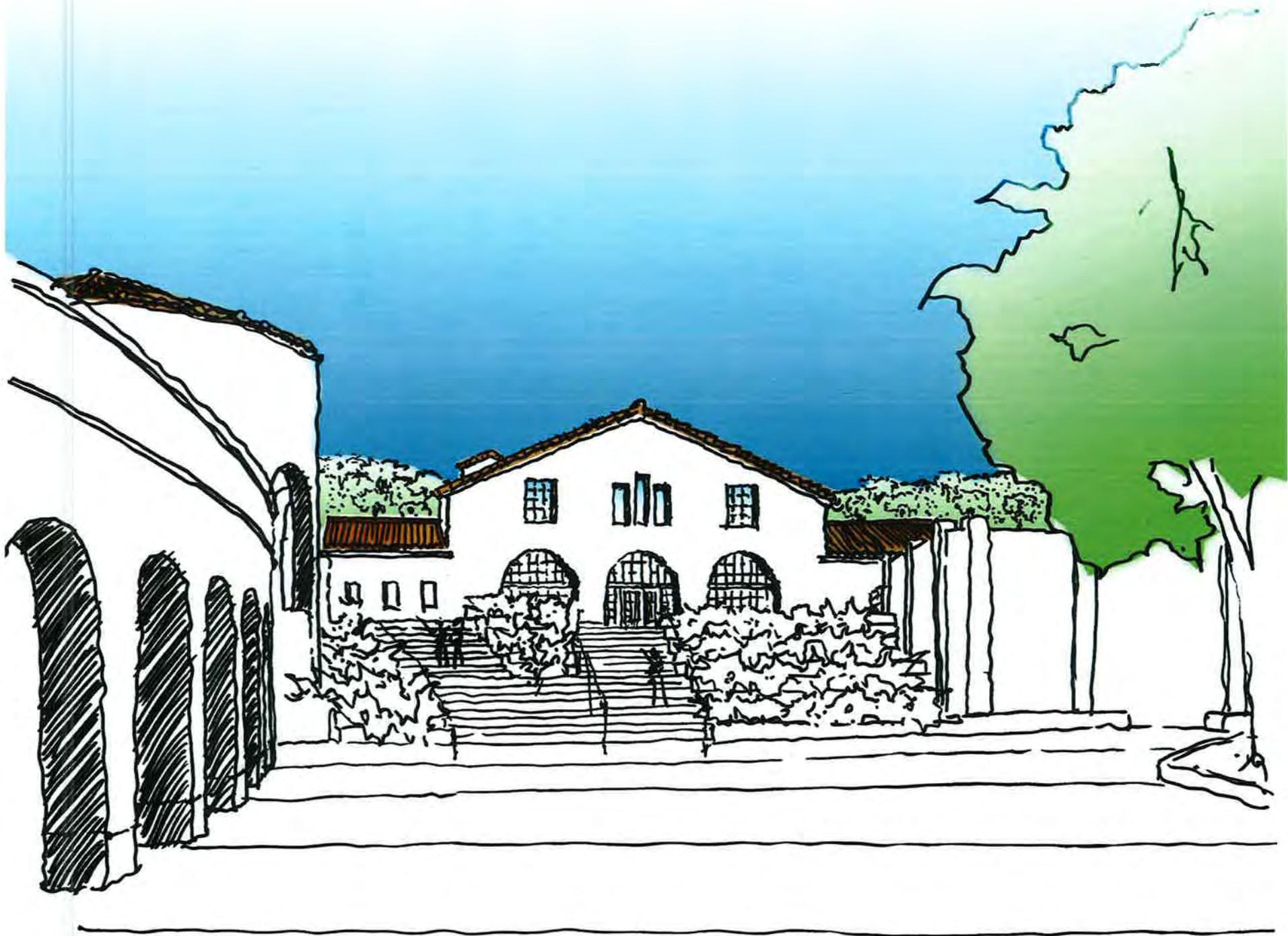


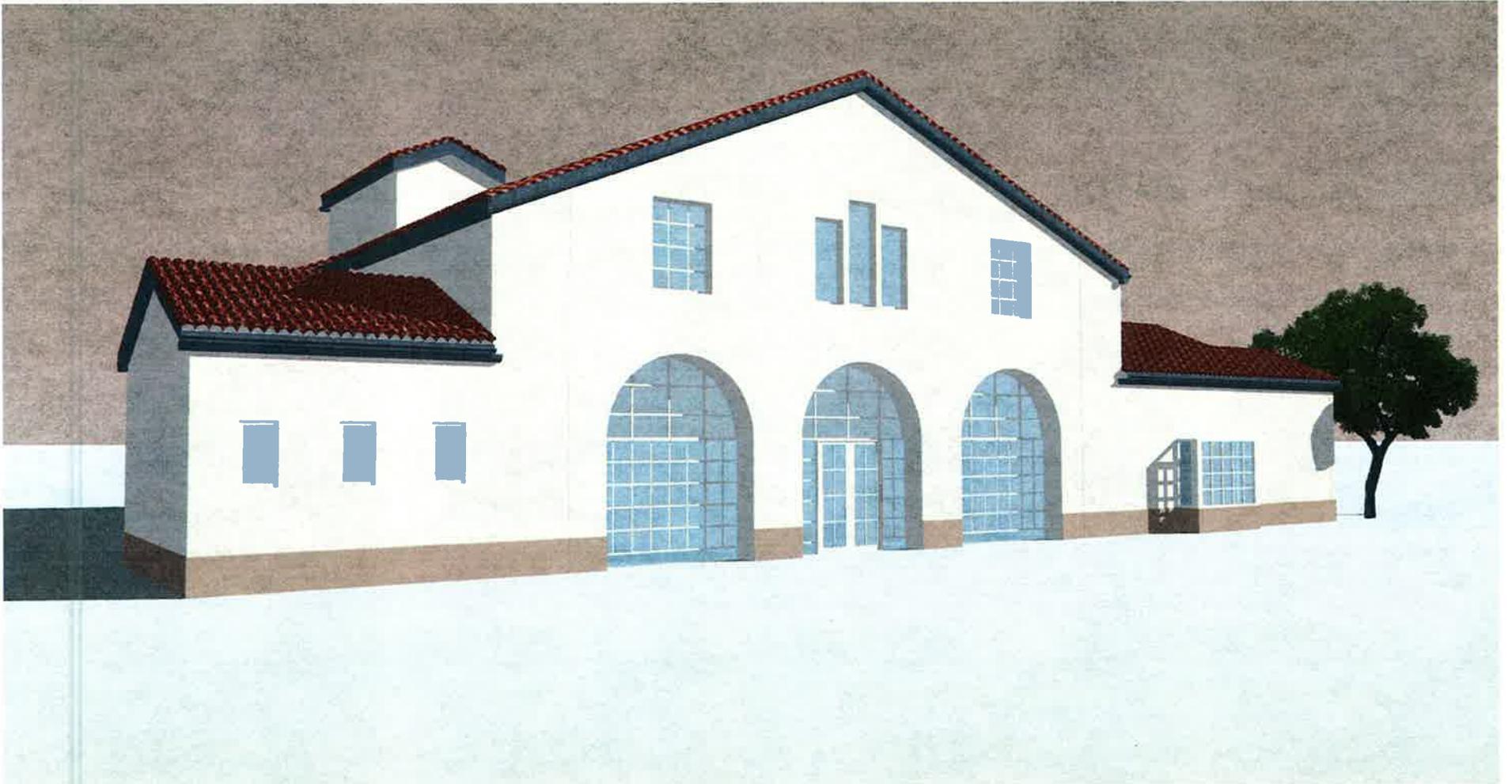


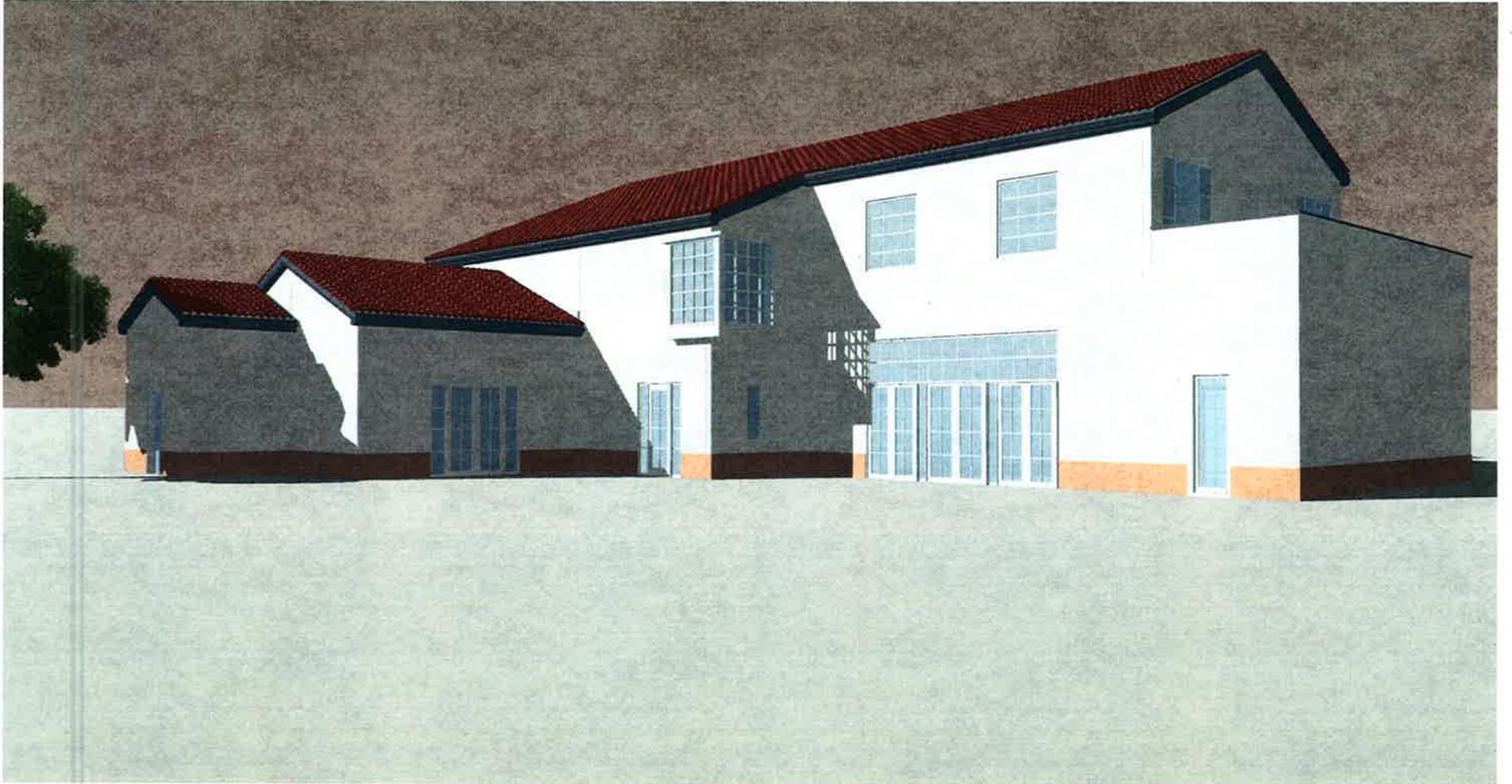




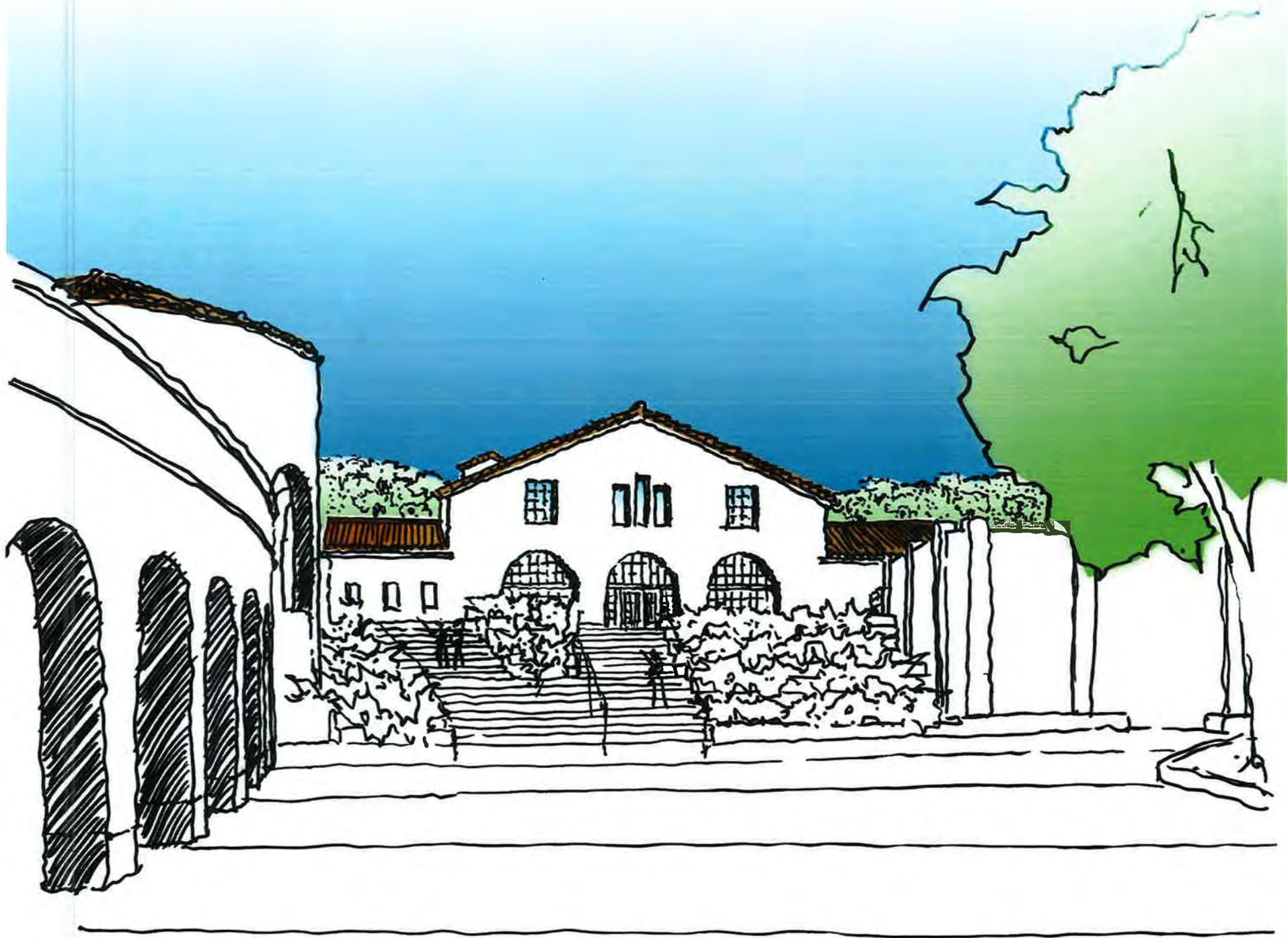




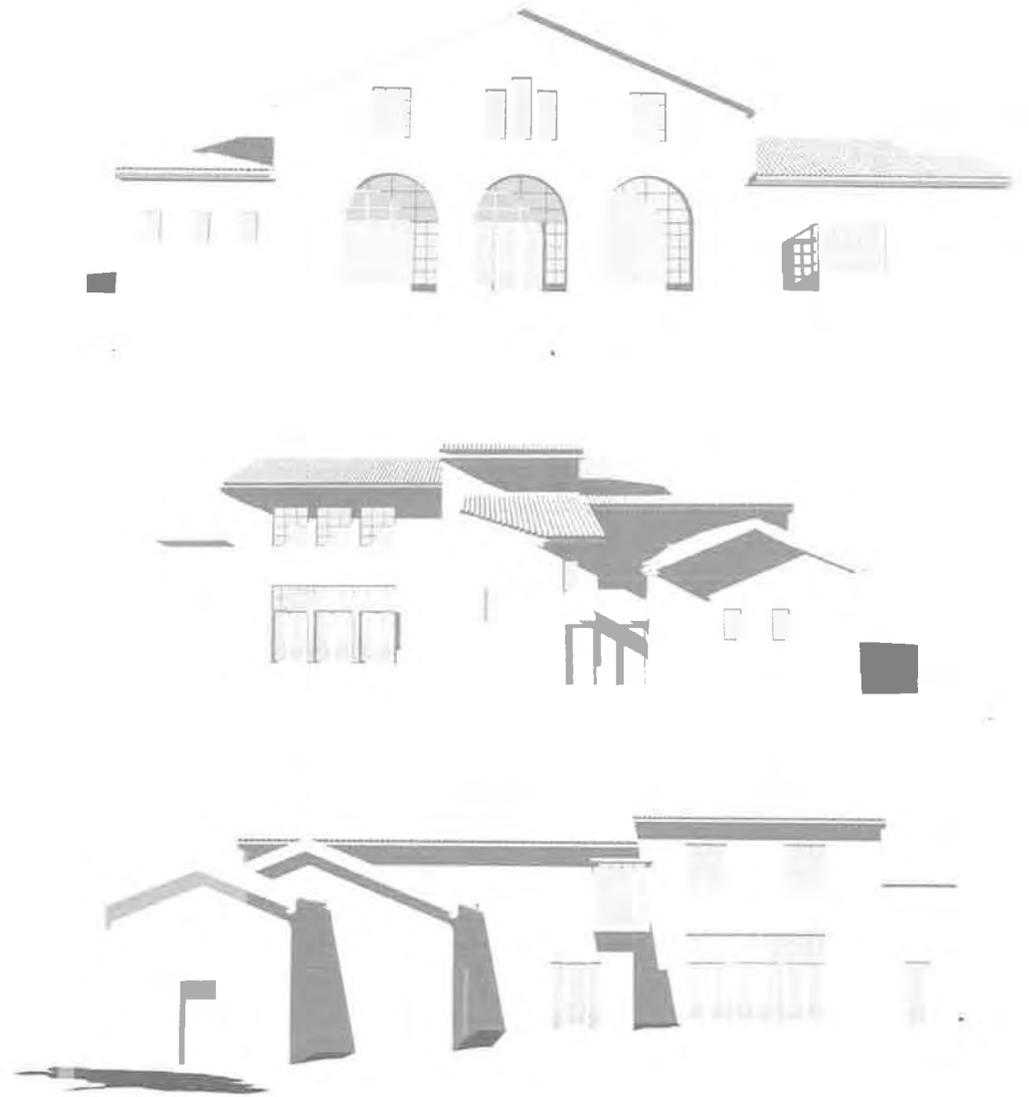








SENIOR TASK FORCE : EXTERIOR ARCHITECTURE STUDIES





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

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**DATE:** JULY 22, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** ANTHONY M. COROALLES, CITY MANAGER 

**SUBJECT:** DISCUSSION OF RESOLUTION BEFORE THE LEAGUE OF CALIFORNIA CITIES (LEAGUE) ANNUAL MEETING ON SEPTEMBER 5.

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the City Council review and discuss resolution to be presented at the League of California Cities (League) Annual Meeting on September 5, 2014.

**BACKGROUND:**

The League requested that the City Council consider the resolution that will be before its membership at the Annual Business Meeting on September 5 to determine the City's position on this resolution.

**REQUESTED ACTION:**

City Council discussion and/or direction if required.

**ATTACHMENTS:**

The League's resolution packet.



*Annual Conference  
Resolutions Packet*

*2014 Annual Conference Resolutions*



*116<sup>th</sup> Annual Conference*

*Los Angeles*

*September 3 - 5, 2014*

## INFORMATION AND PROCEDURES

**RESOLUTIONS CONTAINED IN THIS PACKET:** The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

**POLICY COMMITTEES:** Two policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Environmental Quality and Public Safety. These committees will meet on Wednesday, September 3, 2014, at the JW Marriott Hotel in Los Angeles. The sponsor of the resolution has been notified of the time and location of the meetings.

**GENERAL RESOLUTIONS COMMITTEE:** This committee will meet at 1:00 p.m. on Thursday, September 4, at the Los Angeles Convention Center, to consider the reports of the two policy committees regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

**ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY:** This meeting will be held at 12:00 p.m. on Friday, September 5, at the Los Angeles Convention Center.

**PETITIONED RESOLUTIONS:** For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Session of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, September 4. If the petitioned resolution is substantially similar in substance to a resolution already under consideration, the petitioned resolution may be disqualified by the General Resolutions Committee.

Resolutions can be viewed on the League's Web site: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: [mdesmond@cacities.org](mailto:mdesmond@cacities.org) or (916) 658-8224

## **GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS**

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

### **Guidelines for Annual Conference Resolutions**

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
  - (a) Focus public or media attention on an issue of major importance to cities.
  - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
  - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
  - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

## **LOCATION OF MEETINGS**

### **Policy Committee Meetings**

Wednesday, September 3, 2014  
JW Marriott Los Angeles Hotel  
900 West Olympic Boulevard, Los Angeles

Environmental Quality: 9:00 a.m. – 10:30 a.m.  
Public Safety: 10:30 a.m. – 12:00 p.m.

### **General Resolutions Committee**

Thursday, September 4, 2014, 1:00 p.m.  
Los Angeles Convention Center  
1201 South Figueroa Street, Los Angeles

### **Annual Business Meeting and General Assembly Luncheon**

Friday, September 5, 2013, 12:00 p.m.  
Los Angeles Convention Center  
1201 South Figueroa Street, Los Angeles

## KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3

- 1 - Policy Committee Recommendation to General Resolutions Committee
- 2 - General Resolutions Committee
- 3 - General Assembly

### ENVIRONMENTAL QUALITY POLICY COMMITTEE

		1	2	3
1	Illegal Marijuana Grow Site			

### PUBLIC SAFETY POLICY COMMITTEE

		1	2	3
1	Illegal Marijuana Grow Site			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: [www.cacities.org](http://www.cacities.org). The entire Resolutions Packet will be posted at: [www.cacities.org/resolutions](http://www.cacities.org/resolutions).

## KEY TO ACTIONS TAKEN ON RESOLUTIONS (*Continued*)

Resolutions have been grouped by policy committees to which they have been assigned.

### KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

### KEY TO ACTIONS TAKEN

- |   |   |
|---|---|
| A | Approve   |
| D | Disapprove                                      |
| N | No Action                                       |
| R | Refer to appropriate policy committee for study |

### ACTION FOOTNOTES

- |  |     |   |
|--|-----|---|
| * Subject matter covered in another resolution | Aa  | Approve as amended+   |
| ** Existing League policy                      | Aaa | Approve with additional amendment(s)+                       |
| *** Local authority presently exists           | Ra  | Refer as amended to appropriate policy committee for study+ |
|  | Raa | Additional amendments and refer+                            |
|  | Da  | Amend (for clarity or brevity) and Disapprove+              |
|  | Na  | Amend (for clarity or brevity) and take No Action+          |
|  | W   | Withdrawn by Sponsor  |

**Procedural Note:** Resolutions that are approved by the General Resolutions Committee, as well as all qualified petitioned resolutions, are reported to the floor of the General Assembly. In addition, League policy provides the following procedure for resolutions approved by League policy committees but *not* approved by the General Resolutions Committee:

Resolutions initially recommended for approval and adoption by all the League policy committees to which the resolution is assigned, but subsequently recommended for disapproval, referral or no action by the General Resolutions Committee, shall then be placed on a consent agenda for consideration by the General Assembly. The consent agenda shall include a brief description of the basis for the recommendations by both the policy committee(s) and General Resolutions Committee, as well as the recommended action by each. Any voting delegate may make a motion to pull a resolution from the consent agenda in order to request the opportunity to fully debate the resolution. If, upon a majority vote of the General Assembly, the request for debate is approved, the General Assembly shall have the opportunity to debate and subsequently vote on the resolution.

## 2014 ANNUAL CONFERENCE RESOLUTIONS

### RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY AND PUBLIC SAFETY POLICY COMMITTEES

- 1. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO CONVENE A SUMMIT TO ADDRESS THE DEVASTATING ENVIRONMENTAL IMPACTS OF ILLEGAL MARIJUANA GROWS ON BOTH PRIVATE AND PUBLIC LANDS THROUGHOUT CALIFORNIA AND THE INCREASING PROBLEMS TO PUBLIC SAFETY RELATED TO THESE ACTIVITIES BY WORKING IN PARTNERSHIP WITH THE LEAGUE OF CALIFORNIA CITIES TO DEVELOP RESPONSIVE SOLUTIONS AND TO SECURE ADEQUATE FUNDING FOR COST-EFFECTIVE IMPLEMENTATION STRATEGIES.**

Source: Redwood Empire Division

Concurrence of five or more cities/city officials: Cities of Arcata; Blue Lake; Clearlake; Cloverdale; Crescent City; Eureka; Fort Bragg; Healdsburg; Lakeport; Trinidad; and Ukiah

Referred to: Environmental Quality and Public Safety Policy Committees

Recommendation to General Resolutions Committee:

**WHEREAS**, public concerns in response to widespread damage to fish and wildlife resources and degradation to California's environment, and threats to public safety resulting from illegal marijuana cultivation statewide requires urgent action by the Governor and the Legislature, and

**WHEREAS**, local governments and the public support the State's primary objectives in complying with environmental laws including the Clean Water Act, Porter-Cologne Water Quality Control Act, and Endangered Species Act and are supported by substantial public investments at all levels of government to maintain a healthy and sustainable environment for future citizens of California, and

**WHEREAS**, illegal marijuana cultivation activities include habitat destruction and fragmentation, poaching wildlife, illegal water diversions, unregulated use of fertilizers, pesticides, insecticides, rodenticides, soil amendments contaminating land and waters without regard for the cumulative impacts to the environment or public health, and

**WHEREAS**, changing global climate conditions are posing escalated threats in California to health, well-being, nature and property; as evidenced by critical water shortages across the state due to prolonged drought conditions, and

**WHEREAS**, illegal water diversion for the purpose of cultivating marijuana plantations poses a direct threat to California's endangered and threatened anadromous fish species, including coho salmon, Chinook salmon, steelhead trout and other aquatic species, especially at critical life phases during seasonally low flow conditions; and

**WHEREAS**, California is a leader in the global effort to fight climate change and is pursuing a broad, integrated strategy to reduce greenhouse gas emissions and conserve energy, yet in a recent Lawrence Livermore Lab study estimated that upwards of 10% of electricity usage statewide can be attributed to indoor marijuana cultivation; these sites are often the causation of fires and home invasion incidents due to criminal activity, and

**WHEREAS**, the presence of illegal marijuana growing sites on State and federal public lands is creating unsafe conditions for visitors; these lands are taxpayer supported and intended to be managed for recreation, resource conservation and the enjoyment by the public, and

**WHEREAS**, increasing violence and threats to public safety related to illegal marijuana grows is contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding, and

**WHEREAS**, the issue of illegal marijuana grows has reached a crisis level across the state as evidenced by the murder of former League Board member, Fort Bragg Councilmember and veteran forester Jere Melo who was fatally shot down while investigating a report of a marijuana grow on private timberlands in northern California.

**RESOLVED**, at the League General Assembly, assembled at the League Annual Conference on September 5, 2014 in Los Angeles, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to convene a summit to address the devastating environmental impacts of illegal marijuana grows on both private and public lands and the increasing problems to public safety related to these activities.

**FURTHER RESOLVED**, that the League will work with its member cities to educate State and federal officials regarding emerging concerns from their communities and citizenry and to the challenges facing local governments. Therefore, we request the Governor and the Legislature to work with the League to provide responsive solutions with adequate funding support and effective State and federal government leadership to address widespread environmental damage and associated threats to public safety impacting every region in the State of California.

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### **Background Information on Resolution No. 1**

**Source:** Redwood Empire Division

**Background:**

When California voters approved Proposition 215 in 1996 there was little thought given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana grow sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction that often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Public concern for widespread, landscape-level environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

**Current Problem Facing California’s Cities:**

Cities throughout California state have struggled with regulating medical marijuana dispensaries and grow houses along with the associated community impacts of those facilities and land use activities. Many unforeseen environmental impacts and public safety concerns are now emerging as a consequence of increased production and demand for marijuana.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California’s salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The presence of illegal marijuana growing sites on state and federal public lands creates unsafe conditions for visitors. These lands are managed with taxpayer support and are intended to be for enjoyment by the public, recreation and conservation. However, the increasing level of violence and threats to public safety related to illegal marijuana grows on both private and public lands are contributing to a sense of lawlessness and impacting nearby communities where criminal activities are expanding.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

**Redwood Empire Division Resolution:**

The Division’s resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the rising threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions, and secure adequate funding for implementation strategies.

The issues surrounding marijuana production and distribution are complex and require a comprehensive statewide approach. California cities need to have a strong voice in this process. The mission of the League of California Cities is to enhance the quality of life for all Californians and we believe that our strength lies in the unity of our diverse communities on issues of mutual concern.

//////////

**League of California Cities Staff Analysis on Resolution No. 1**

Staff: Tim Cromartie (916) 658-8252  
Committee: Public Safety Policy Committee

**Summary:**

This Resolution seeks to highlight the environmental and public safety issues triggered by illegal marijuana cultivation, and calls upon the League, the Governor and the Legislature to take action by convening a summit to address the environmental impacts of such cultivation sites. It also calls upon the State of California to provide solutions in response, including sufficient funding to decisively address the problem.

**Background:**

The sponsor of this resolution argues that when California voters approved Proposition 215 in 1996, little thought was given to a wide range of problems which have emerged in association with the increased availability and demand for marijuana. Cities within the Redwood Empire Division have grappled with the impacts of illicit marijuana cultivation sites for decades. Yet in recent years the environmental degradation from marijuana growing operations and public safety threats has grown exponentially. In 2011, Fort Bragg City Council Member Jere Melo was fatally shot while investigating illegal marijuana cultivation on private timber lands in Mendocino County.

Illegal marijuana cultivation activities are causing extreme environmental degradation including habitat destruction and fragmentation, illegal water diversions, killing and poisoning wildlife, unregulated use of fertilizers, pesticides, rodenticides contaminating land and polluting waters without regard for the cumulative impacts to the environment and the public's health and safety. It is expensive to remediate this environmental destruction which often destroys significant, federal, state, local, tribal and private investments in restoring or protecting the surrounding landscape.

Critical water shortages across the state due to prolonged drought conditions have resulted in the Governor declaring a Drought State of Emergency. Illegal water diversions for the purposes of cultivating marijuana plantations are increasing throughout the state. These activities impact agricultural production and domestic water use. The cumulative impacts to watershed health are considerable and pose direct threats to California's salmon, trout and other sensitive aquatic species, especially at critical life stages during seasonally low flow conditions. In addition, under drought conditions, the risk of fire is elevated. The presence of marijuana grow sites in fire prone areas contributes to potential wildfire risks at the Wildland/Urban Interface.

The lack of oversight of marijuana cultivation operations to ensure compliance with existing state and federal environmental regulations is impacting water quality and quantity statewide. The current legal and regulatory framework is inadequate to address numerous environmental issues, as well as public health and safety.

Public concern for widespread environmental damage resulting from unregulated growing operations and escalating violent crimes associated with the marijuana industry has reached a tipping point across the state. The Redwood Empire Division joins with other cities throughout the state in a call for action to reverse these trends.

Note: The League of Cities has joined with the California Police Chiefs Association to co-sponsor legislation, SB 1262 (Correa), to establish a regulatory scheme for medical marijuana that protects local control, addresses the public safety concerns triggered by marijuana regulation, and imposes health and safety standards on marijuana for the first time. However, the measure does not address environmental issues, due to the expense and complexity associated with adding that objective to a bill that already has far-reaching regulatory goals combined with a critical need to contain state costs.

**Fiscal Impact:**

If the policy advocated by the Resolution is implemented by the state, there will be ongoing and unspecified costs to the State General Fund for enforcement activities, primarily in the rural counties where many of the illicit marijuana cultivation sites are located. Conservatively, the annual costs could run in the hundreds of thousands to low millions to patrol likely grow sites, crack down on illegal water diversion activities, and provide consistent environmental clean-up made necessary by illegal rodenticides and pesticides.

**Comment:**

To assure success, counties will have to be actively involved in any policy change geared toward rigorous and consistent enforcement against illegal marijuana grows, given the fact that many of the cultivation sites are located in rural areas under the direct authority of county governments. This will require a dialogue with counties, during which the question of local political will to enforce the law, in addition to securing the necessary funding, will arise. If counties should opt not to play an active part in an aggressive enforcement strategy, the chances of success are questionable.

**Existing League Policy:**

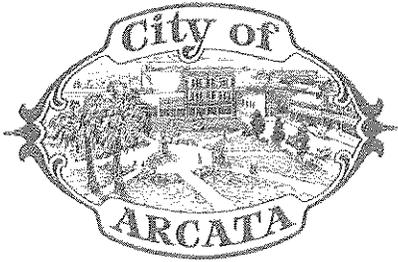
Related to this Resolution, existing policy provides:

- The League opposes the legalization of marijuana cultivation and use for non-medicinal purposes.
- Reaffirming that local control is paramount, the League holds that cities should have the authority to regulate medical marijuana dispensaries, cooperatives, collectives or other distribution points if the regulation relates to location, operation or establishment to best suit the needs of the community.
- The League affirms that revenue or other financial benefits from creating a statewide tax structure on medical marijuana should be considered only after the public safety and health ramifications are fully evaluated.

**LETTERS OF CONCURRENCE**

Resolution No. 1

Illegal Marijuana Grow Site



736 F Street  
Arcata, CA 95521

July 2, 2014

<i>City Manager</i> (707) 822-5953	<i>Environmental Services</i> 822-8184	<i>Police</i> 822-2428	<i>Recreation</i> 822-7091
<i>Community Development</i> 822-5955	<i>Finance</i> 822-5951	<i>Public Works</i> 822-5957	<i>Transportation</i> 822-3775

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The Arcata City Council supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California, and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. ALL of the rural areas adjacent to the City of Arcata and throughout Humboldt County have been greatly affected by the devastating environmental impacts of illegal marijuana grows!

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at any time at [mwheatley@cityofarcata.org](mailto:mwheatley@cityofarcata.org) if you have any questions.

Sincerely,

Mark E. Wheatley, Mayor

cc: Kathryn Murray, President, Redwood Empire Division, c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, via email [srounds@cacities.org](mailto:srounds@cacities.org)



# CITY OF BLUE LAKE

Post Office Box 458, 111 Greenwood Road, Blue Lake, CA 95525  
Phone 707.668.5655 Fax 707.668.5916

June 30, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Blue Lake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

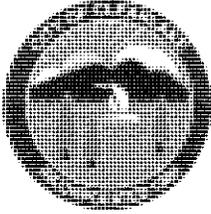
The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lana Manzanita, Mayor Pro-Tem at 707-497-8159 or [joe2zither1@gmail.com](mailto:joe2zither1@gmail.com), if you have any questions.

Sincerely,

Lana Manzanita  
Mayor Pro-Tem  
City of Blue Lake

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



# City of Clearlake

14050 Olympic Drive, Clearlake, California 95422  
(707) 994-8201 Fax (707) 995-2653

July 2, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

## **RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Clearlake supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Clearlake is experiencing significant issues with illegal grows in the city limits. Individuals are squatting on lands not belonging to them and planting large grows. Grows are being planted near and along creeks going through the city with unknown substances potentially leeching into the waterways. Others are renting properties and clear cutting them of oak and other trees for plant sites often without the knowledge of the property owner. Homeowners tell of not being able to enjoy their own properties with grow sites next to them creating untenable odors, spewing of foul language and concern of threats to their personal safety if they complain. We hear often the concern of increased crime due to the grows in the city.

As a member of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Joan Phillipe at 707-994-8201 x120 or [city.administrator@clearlake.ca.us](mailto:city.administrator@clearlake.ca.us), if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Joan L. Phillipe".

Joan L. Phillipe  
City Manager

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



June 25, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Cloverdale supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Throughout the Redwood Empire region including the City of Cloverdale, illegal marijuana grows negatively impact our environmental health and public safety. Last year, the Cloverdale Police Department eradicated over 300 plants within our City Limits. Please note that Cloverdale is a total of 2.5 square miles. These plants use scarce water resources during a water shortage emergency caused by the current drought and contribute to lawlessness that threatens the public safety of our citizens.

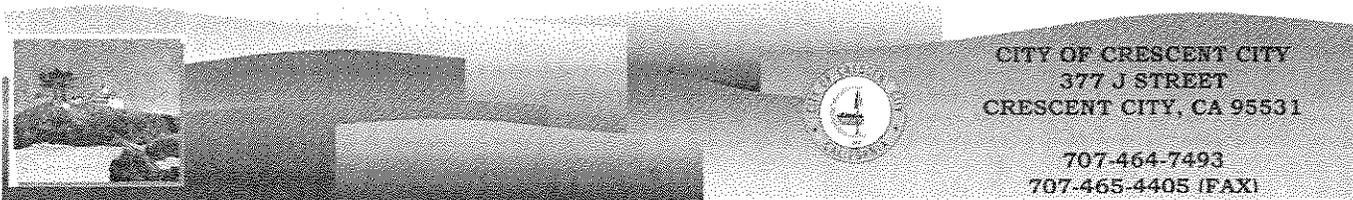
On a personal level, the City of Cloverdale continues to be heartsick for the loss of City of Fort Bragg Council Member JereMelo. Jere was murdered as a result of investigating an illegal marijuana grow. Jere was an exceptional leader in our region, the League of California Cities and the State of California. The City of Cloverdale misses him greatly.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Cloverdale City Manager Paul Cayler at 707-894-1710, if you have any questions.

Sincerely,

Carol Russell  
Mayor  
City of Cloverdale

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



*Mayor Rick Holley* \* *Mayor Pro Tem Ron Gastineau*  
Council Member Richard Enea \* Council Member Kelly Schellong \* Council Member Kathryn Murray  
City Clerk Robin Patch \* City Attorney Robert N. Black \* City Manager Eugene M. Palazzo

June 23, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Crescent City supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Illegal marijuana grows have a devastating impact on the State and federal public lands surrounding our community. They create unsafe conditions for our visitors. The use of unregulated fertilizers, pesticides, insecticides and rodenticides contaminate the land and ground water.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Eugene Palazzo, City Manager at 707-464-7483 ex 232 or [epalazzo@crescentcity.org](mailto:epalazzo@crescentcity.org), if you have any questions.

Sincerely,

Richard Holley  
Mayor  
Crescent City

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



## CITY OF EUREKA

531 K Street • Eureka, California 95501-1146

CITY MANAGER

• (707) 441-4144  
fax (707) 441-4138

June 26, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Eureka supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. Our city has seen an increase in gang activity and organized crime within the Greater Eureka Area as a result of illegal growing operations. Our law enforcement and community safety have been negatively impacted by these criminal activities.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Greg Sparks at 707.441.4140 or [gsparks@ci.eureka.ca.gov](mailto:gsparks@ci.eureka.ca.gov), if you have any questions.

Sincerely,

Greg L. Sparks  
City Manager  
City of Eureka

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



## CITY OF FORT BRAGG

*Incorporated August 5, 1889*

416 N. Franklin St.  
Fort Bragg, CA 95437  
Phone: (707) 961-2823  
Fax: (707) 961-2802  
<http://city.fortbragg.com>

June 23, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

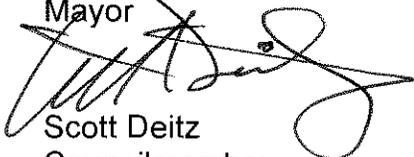
The City of Fort Bragg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies. The City of Fort Bragg lost City Councilmember and former Mayor Jere Melo in August 2011 when he walked into an illegal grow site and was shot and killed by the person guarding said site.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager Linda Ruffing at 707-961-2823 or [lruffing@fortbragg.com](mailto:lruffing@fortbragg.com), if you have any questions.

Sincerely,

  
Dave Turner  
Mayor

  
Scott Deitz  
Councilmember

  
Meg Courtney  
Vice Mayor

  
Doug Hammerstrom  
Councilmember

  
Heidi Kraut  
Councilmember

cc: Kathryn Murray, President, Redwood Empire Division c/o Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, [srounds@cacities.org](mailto:srounds@cacities.org)



## CITY OF HEALDSBURG ADMINISTRATION

401 Grove Street  
Healdsburg, CA 95448-4723

Phone: (707) 431-3317  
Fax: (707) 431-3321

Visit us at [www.ci.healdsburg.ca.us](http://www.ci.healdsburg.ca.us)

June 30, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution

Dear President Cisneros:

The City of Healdsburg supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me either by phone at (707) 431-3317 or by e-mail at [jwood@ci.healdsburg.ca.us](mailto:jwood@ci.healdsburg.ca.us) if you have any questions.

Sincerely,

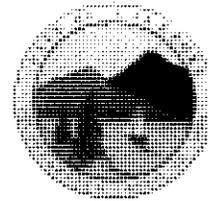
A handwritten signature in black ink, appearing to read "James D. Wood", is written over the word "Sincerely,". The signature is fluid and cursive.

James D. Wood  
Mayor  
City of Healdsburg

cc: Kathryn Murray, President, Redwood Empire Division  
c/o Sara Rounds, Regional Public Affairs Manager,  
LOCC Redwood Empire Division, [srounds@cacities.org](mailto:srounds@cacities.org)

**CITY OF LAKEPORT**

*Over 100 years of community  
pride, progress and service*



July 1, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: ENVIRONMENTAL AND PUBLIC SAFETY IMPACTS OF ILLEGAL MARIJUANA GROWS RESOLUTION**

Dear President Cisneros:

The City of Lakeport supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact me at (707) 263-5615, Ext. 12 or by email at [kparlet@cityoflakeport.com](mailto:kparlet@cityoflakeport.com) if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth Parlet II". The signature is fluid and cursive, with a large initial "K" and a stylized "P".

Kenneth Parlet, II  
Mayor

cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division, [srounds@cacities.org](mailto:srounds@cacities.org)

**CITY OF TRINIDAD**

P.O. Box 390  
409 Trinity Street  
Trinidad, CA 95570  
(707) 677-0223  
Fax: (707) 677-3759



July 2, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Trinidad supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue.

Sincerely,

A handwritten signature in black ink that reads "Julie Fulkerson".

Julie Fulkerson  
Mayor

Cc: Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division



June 30, 2014

José Cisneros, President  
League of California Cities  
1400 K Street, Suite 400  
Sacramento, CA 95814

**RE: Environmental and Public Safety Impacts of Illegal Marijuana Grows Resolution**

Dear President Cisneros:

The City of Ukiah supports the Redwood Empire Division's effort to submit a resolution for consideration by the General Assembly at the League's 2014 Annual Conference in Los Angeles.

The Division's resolution seeks to address the devastating environmental impacts of illegal marijuana grows on both private and public lands throughout California and the increasing threat to public safety relating to these illegal sites. The resolution will provide the League with the direction to call upon the Governor and State Legislature to convene a summit to develop responsive solutions and to secure adequate funding for implementation strategies.

As members of the League, our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Jane Chambers, City Manager, at 7407-463-6210 or [jchambers@cityofukiah.com](mailto:jchambers@cityofukiah.com), if you have any questions.

Sincerely,

Philip E. Baldwin  
Mayor

Mary Anne Landis  
Vice Mayor

Benj Thomas  
Councilmember

Douglas F. Crane  
Councilmember

Steve Scalmanini  
Councilmember

Cc: Kathryn Murray, President, Redwood Empire Division c/o  
Sara Rounds, Regional Public Affairs Manager, LOCC Redwood Empire Division,  
[srounds@cacities.org](mailto:srounds@cacities.org)



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

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**DATE:** JULY 14, 2014

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

**SUBJECT:** INTRODUCTION OF ORDINANCE NO. 2014-317 REPEALING LOS ANGELES COUNTY TITLE 7 BUSINESS LICENSE AS ADOPTED BY THE CITY COUNCIL OF THE CITY OF CALABASAS ON APRIL 5, 1991.

**MEETING DATE:** AUGUST 13, 2014

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**SUMMARY RECOMMENDATION:**

That the City Council introduce Ordinance No. 2014-317 repealing Los Angeles County Title 7 Business License as adopted by the City Council of the City of Calabasas on April 5, 1991

**BACKGROUND:**

The City Council of the City of Calabasas received a report on the City's business license requirements and the results of the audit of the Los Angeles County Tax Assessors records at the City Council meeting of June 11, 2014. After consideration of the report, the Council directed staff to return at the earliest date possible with an ordinance to remove the requirement.

**FISCAL IMPACT/SOURCE OF FUNDING:**

None to the City. Calabasas businesses will be relieved of an annual cost of approximately \$21,000 by this action.

**REQUESTED ACTION:**

Introduce Ordinance No. 2014-317 Repealing Los Angeles County Title 7 Business License as adopted By the City Council of the City of Calabasas on April 5, 1991

**ATTACHMENTS:**

A: Ordinance No. 2014-317

**ITEM 14 ATTACHMENT A  
ORDINANCE NO. 2014-317**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF CALABASAS, CALIFORNIA, REPEALING LOS  
ANGELES COUNTY TITLE 7 BUSINESS LICENSE AS  
ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
CALABASAS ON APRIL 5, 1991.**

**WHEREAS**, upon incorporation, the City Council of Calabasas adopted Ordinance no. 91-17U adopting by reference the Los Angeles County Code, including Title 7 Business Licenses; and

**WHEREAS**, the Business license requirement has been in effect since that day and administered through the Office of the Los Angeles County Tax Collector; and

**WHEREAS** an audit of Los Angeles County Tax Collector business license records was conducted by the City in November 2013 to review the level of service to Calabasas Businesses provided under the requirement; and

**WHEREAS** the audit determined that reductions in inspection staffing at the Tax Assessors offices resulted in no secondary inspections over a five year period for over 75 Calabasas businesses, and

**WHEREAS**, business license review services were often duplicative of those provided through the City's standard permitting process; and

**WHEREAS**, the City Council of the City of Calabasas received a report on the City's business license requirements and the results of the audit of Los Angeles County Tax Assessors records at the City Council meeting of June 11, 2014; and

**WHEREAS**, the Council considered the report and determined that the Los Angeles County Title 7 Business License was not appropriate to the City of Calabasas and therefore should not be included therein;

**NOW THEREFORE THE CITY COUNCIL OF THE CITY OF CALABASAS DOES  
ORDAIN AS FOLLOWS:**

**Section 1. Title**

This ordinance shall be known as the "Repeal of Title 7 BUSINESS LICENSE of the Los Angeles County Code as adopted by the City of Calabasas".

**Section 2. Repealed Chapters**

Title 7 Business License as adopted by the City Council under Ordinance 91-17U is hereby repealed.

**Section 3. Conflict**

If the provisions of this ordinance are in conflict with any other Ordinances which have been adopted by either the City of Calabasas or the County of Los Angeles, the provisions of this ordinance shall prevail.

**Section 4. Severability**

Should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance shall remain in full force and effect and, to that end, the provisions hereof are declared to be severable.

**Section 5. Construction.**

The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent. to the extent the provisions of the Calabasas Municipal Code as amended by this Ordinance are substantially the same as the provisions of that Code as it read prior to the adoption of this Ordinance, those amended provisions shall be construed as continuations of the earlier provisions and not as new enactments.

**Section 6. Effective Date**

This Ordinance shall take effect thirty days after its adoption pursuant to California Government Code section 36937.

**Section 7. Certification.**

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

\_\_\_\_\_  
Maricela Hernandez, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott H. Howard, City Attorney



CITY of CALABASAS

# Budget Presentation FY 2014-15 & 2015-16

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**General Fund, O&M  
Personnel, Capital Improvements**

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**August 13, 2014**



## Budget Highlights - General Fund



1. Property tax expected to grow at the Prop 13 limit of 2%.
2. Dramatic increase in projected receipt of Sales Tax due to the early retirement of Economic Recovery Bonds (ERBs) and the Triple-Flip. Impact to the City will be an anticipated receipt of approximately \$900K above the FY 2013-14 level.
3. Cost of Living Adjustment (COLA) for full-time employees at 5.81%.
4. Flex benefit cost reduction of ~\$14K (2.0% for 6 mos.) for health care coverage.
5. Inflation factor of \$2.0% used for contracts, equipment, utility costs, etc..
6. Investment interest rate = 1.954% (average of current City investments).
7. Full-time positions (city-wide) – includes Council 96  
Part-time (Full-time Eq.) positions (city-wide) 41  
 Total FTEs (city-wide) 137  
 (Represents a headcount reduction of 12 heads from FY 2009-10).
8. Maintained \$900K for City sponsored events and community programs.
9. Maintained \$4.3M for LA County Sheriff services.
10. Includes \$34.3M for Capital Improvement Projects (CIPs) – mostly Measure R.
11. Transfers \$500K to the Grant Fund to reduce the current negative fund balance.
12. RESULT – Balanced Budget. Increase of \$317,100 for the General Fund.





## Economic Recovery Bonds (ERBs) and Triple-Flip



The State of California plans to retirement their Economic Recovery Bonds a year ahead of schedule which will complete the process known as the Triple-Flip:

- a. In 2004, California voters approved Prop 57 authorizing up to \$15B in deficit financing bonds (Economic Recovery Bonds – ERBs);
- b. Proceeds of Bonds were used to address the State’s budget shortfall;
- c. Shifted ¼ cent sales tax to the State to repay the ERBs (1.0% → 0.75%);
- d. Diverted sales tax was replaced with property tax shifted from schools and community college districts – specifically from County Educational Revenue Augmentation Funds (ERAF);
- e. School and college districts, in turn, received increased education aid under Prop 98 minimum guarantee. TRIPLE-FLIP;
- f. Unwinding the Triple-Flip will result in cities receiving delayed sales tax revenues which must be distributed prior to returning to the pre-Triple-Flip 1% tax rate;

**RESULT:** *Calabasas is expected to receive an increase in sales tax revenue from the State Board of Equalization (BOE) during FY 2014-15 of approximately \$900K. Thereafter, sales tax will grow/shrink relative to changes in the economy.*





## Cost of Living Adjustment (COLA)



During the Great Recession, during a period of reduced revenue intake into the City, despite a period of inflation, City employees did not receive Cost of Living Adjustments (COLAs) for three consecutive years; FY 2009-10, FY 2010-11, and FY 2011-12. Based on figures retrieved from the U.S. Department of Labor Statistics, Consumer Price Index, the percentage of lost wages to employees totaled 4.73%. Based on that same source of data, the current COLA for FY 2014-15 is 1.08%. The combined total is therefore 5.81%.

Below is a breakout, including the associated costs for both the missed COLAs and the current COLA:

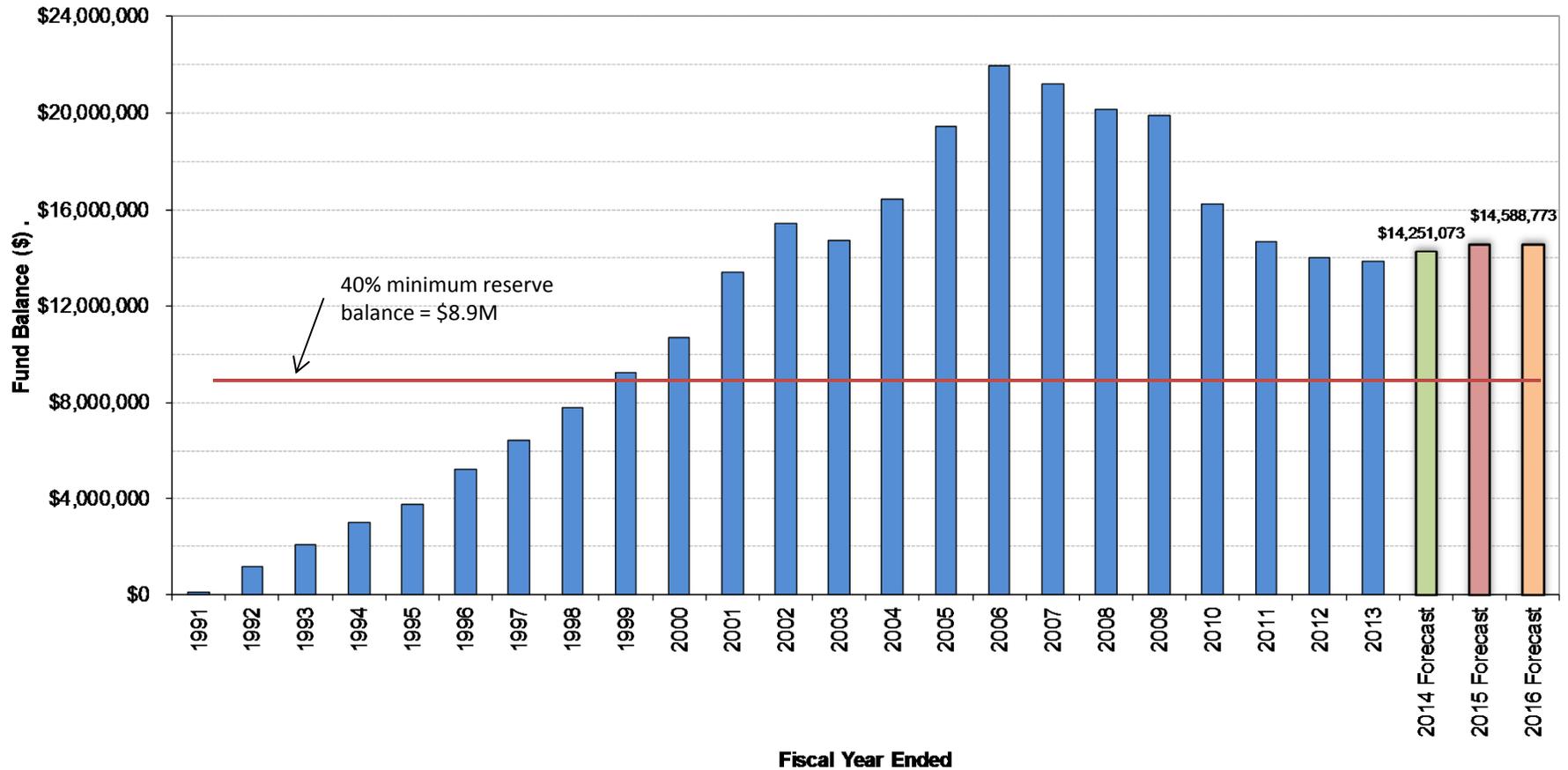
<u>FISCAL YEAR</u>	<u>AMOUNT / %</u>
FY 2009-10 thru FY 2011-12	\$336,500 / 4.73%
<u>FY 2014/15</u>	<u>76,800 / 1.08%</u>
<b>TOTAL COST OF LIVING ADJUSTMENTS</b>	<b>\$413,300 / 5.81%</b>

\*\* The 5.81% Cost of Living Adjustment is included in the presented budget.





# General Fund - Fund Balance History





# Budget Summary - Change in Fund Balance



	APPROVED	PROJECTED	PROPOSED	
	Budget 2013-14	Actuals 2013-14	Budget 2014-15	Budget 2015-16
<b>Revenue</b>	<b>\$21,086,400</b>	<b>\$21,362,600</b>	<b>\$22,594,900</b>	<b>\$22,507,000</b>
<b>Expenditures</b>				
Personnel Services	\$9,317,800	\$9,097,700	\$9,643,900	\$9,896,500
Supplies & Services	10,833,500	10,925,100	11,640,400	11,681,800
<b>Sub-Total - Operational Costs</b>	<b>\$20,151,300</b>	<b>\$20,022,800</b>	<b>\$21,284,300</b>	<b>\$21,578,300</b>
Capital Outlay	\$48,600	\$41,500	\$131,000	\$53,500
Discretionary	820,600	817,200	856,600	860,500
<b>Total Expenditures</b>	<b>\$21,020,500</b>	<b>\$20,881,500</b>	<b>\$22,271,900</b>	<b>\$22,492,300</b>
<b>Change to Fund Balance</b>	<b>\$65,900</b>	<b>\$481,100</b>	<b>\$323,000</b>	<b>\$14,700</b>



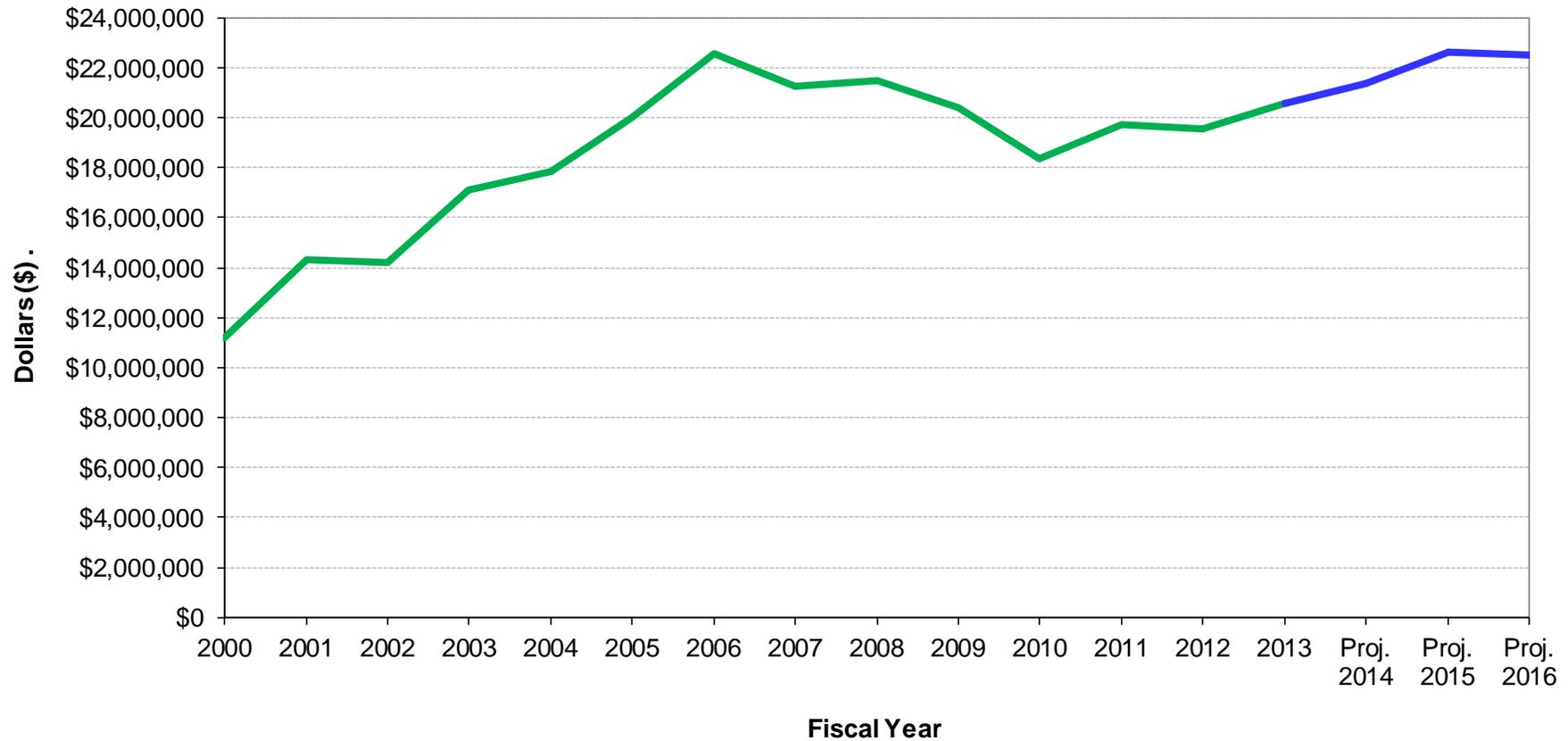


# Revenue





# General Fund Historical & Projected Revenue





# Revenue Summary



	APPROVED	PROJECTED	PROPOSED	
	Budget 2013-14	Actuals 2013-14	Budget 2014-15	Budget 2015-16
Sales Tax	\$5,931,600	\$5,817,300	\$6,825,400	\$6,597,200
Utility Tax	3,287,800	3,374,600	3,507,900	3,578,000
Property Tax	3,082,800	3,133,500	3,119,300	3,181,700
Automobile Registration Fees	2,005,900	2,011,300	2,051,500	2,092,500
Transient Occupancy Tax	1,325,900	1,454,600	1,564,000	1,595,300
Fees	1,321,500	1,374,300	1,426,300	1,454,300
Creekside	931,100	966,800	951,200	951,200
Franchise Fees	718,200	715,100	797,300	813,100
Parks & Rec	844,800	881,400	862,400	876,800
Other	858,700	901,500	742,200	603,500
Interest Income	368,000	264,100	279,400	286,100
Fines & Forfeitures	180,800	178,800	185,300	188,900
Transfer Tax	229,300	289,100	282,700	288,400
<b>TOTAL REVENUE</b>	<b>\$21,086,400</b>	<b>\$21,362,400</b>	<b>\$22,594,900</b>	<b>\$22,507,000</b>

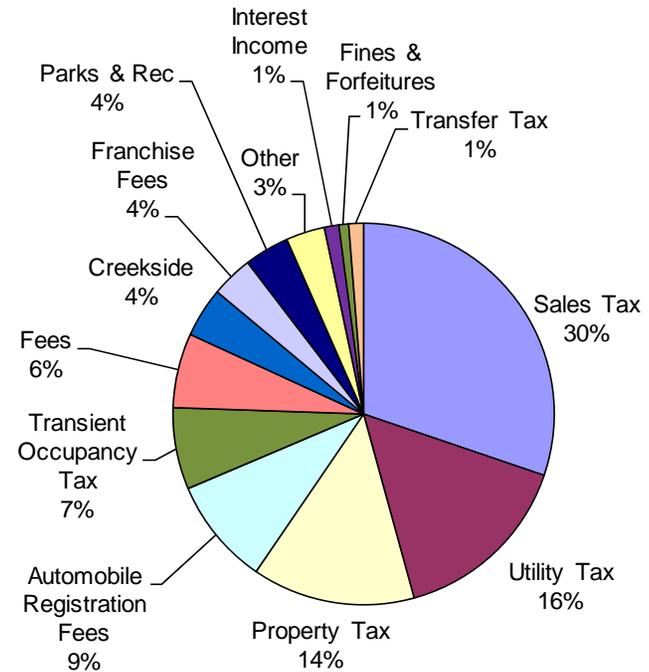




# Revenue Summary



	<u>Proposed 2014-15</u>
Sales Tax	\$6,825,400
Utility Tax	3,507,900
Property Tax	3,119,300
Automobile Registration Fees	2,051,500
Transient Occupancy Tax	1,564,000
Fees	1,426,300
Creekside	951,200
Franchise Fees	797,300
Parks & Rec	862,400
Other	742,200
Interest Income	279,400
Fines & Forfeitures	185,300
Transfer Tax	282,700
<b>TOTAL REVENUE</b>	<b>\$22,594,900</b>





# Expenditures

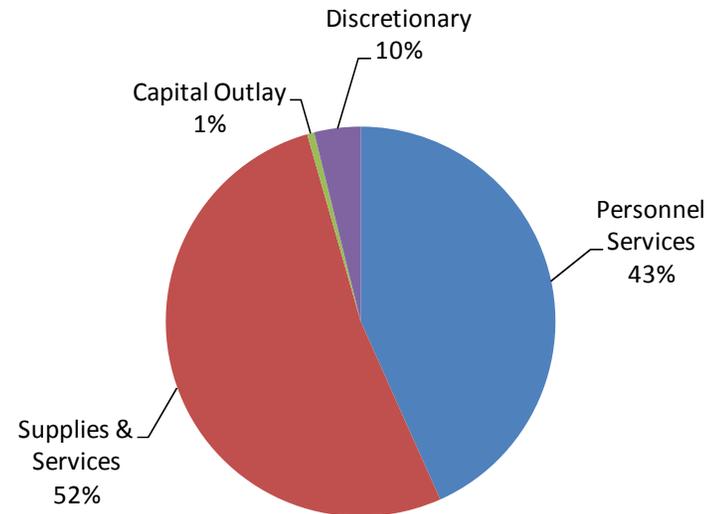




# Payroll & Vendor Services



	<b>Proposed 2014-15</b>
<b>Personnel Services</b>	\$9,643,900
<b>Supplies &amp; Services</b>	11,640,400
<b>Capital Outlay</b>	131,000
<b>Discretionary</b>	856,600
<b>TOTAL EXPENDITURES</b>	<b>\$22,271,900</b>





# Payroll & Vendor Services



	APPROVED	PROJECTED	PROPOSED	
	Budget 2013-14	Actuals 2013-14	Budget 2014-15	Budget 2015-16
Full Time Salaries	\$5,997,200	\$5,846,300	\$6,113,800	\$6,259,300
Full Time Employee Overtime	37,200	36,800	37,500	38,300
Benefits	1,731,700	1,690,600	1,728,700	1,758,700
Retirement Benefits	62,000	64,000	64,000	64,000
Employer Taxes	814,700	749,400	887,100	961,400
Temporary Employees	588,200	561,500	661,600	661,600
Temporary Employee Overtime	0	100	0	0
Auto Allowance	50,900	49,200	49,200	49,200
457 Match	97,900	100,000	102,000	104,000
<b>Total Payroll &amp; Payroll Related Costs</b>	<b>\$9,379,800</b>	<b>\$9,097,700</b>	<b>\$9,643,900</b>	<b>\$9,896,500</b>
Consulting Services	\$0	\$3,000	\$3,000	\$3,100
Contractual Services	5,383,200	5,476,400	5,477,200	5,480,600
<b>Total Vendor Services</b>	<b>\$5,383,200</b>	<b>\$5,479,400</b>	<b>\$5,480,200</b>	<b>\$5,483,700</b>
<b>TTL PAYROLL &amp; VENDOR SERVICES</b>	<b>\$14,763,000</b>	<b>\$14,577,100</b>	<b>\$15,124,100</b>	<b>\$15,380,200</b>





# Programs Funded in this Budget



	PROPOSED Budget 2014-15	PROPOSED Revenue 2014-15	NET COST 2014-15
Contribution to Others	\$250,000	\$0	\$250,000
Contribution to Chamber of Com	16,000	0	16,000
Humanitarian Aid	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 Meeting & Conference	20,000	0	20,000
Special Events	20,700	0	20,700
Business Meeting & Conference	400	0	400
School Safety	12,000	0	12,000
Crossing Guard	74,900	0	74,900
School Programs	7,500	0	7,500
Senior Rental Voucher	87,900	0	87,900
Business Meeting & Conference	800	0	800
Tickets / Pre-sale	14,900	5,820	9,080
July 4th	68,300	29,800	38,500
Egg Stravaganza	5,500	0	5,500
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	100,000	67,400	32,600
Calabasas Musical Programs	50,000	0	50,000
Calabasas Fine Arts Festival	45,000	40,000	5,000
<b>TOTAL</b>	<b>\$856,600</b>	<b>\$143,020</b>	<b>\$713,580</b>





# Capital Improvement Projects



	Proposed Budget		FY 2014-15 Funding Sources		FY 2015-16 Funding Sources	
	2014-15	2015-16	General Fund	Other Funds	General Fund	Other Funds
Street-Rubberized Overlay Design	\$20,000	\$20,000	\$0	\$20,000	\$0	\$20,000
Street - Rubberized Overlay	650,000	480,000	0	650,000	0	480,000
Tree Planting	25,000	25,000	25,000	0	25,000	0
Las Virgenes Creek Restoration	0	1,840,000	0	0	0	1,840,000
Highlands Master Drainage	0	0	0	0	0	0
Placard Replacement Program	30,000	0	30,000	0	0	0
Citywide Smart Irrigation - Ph 2	715,000	0	0	715,000	0	0
STATE - Catch Basin Screens	1,300,000	0	0	1,300,000	0	0
Citywide Guardrails	0	100,000	0	0	100,000	0
Lost Hills O/P & Intchg MeasR	21,000,000	6,000,000	0	21,000,000	0	6,000,000
Bus Acquisition	274,600	0	0	274,600	0	0
CalabRd/US101 Interchg MeasR	2,500,000	0	0	2,500,000	0	0
Las Virg Scenic MeasureR	2,350,000	0	0	2,350,000	0	0
MulhollandHwyDesign-PaulRevere	2,250,000	0	0	2,250,000	0	0
Park and Ride	3,200,000	0	0	3,200,000	0	0
<b>Total CIP Projects</b>	<b>\$34,314,600</b>	<b>\$8,465,000</b>	<b>\$55,000</b>	<b>\$34,259,600</b>	<b>\$125,000</b>	<b>\$8,340,000</b>





# Supplemental Information





CITY of CALABASAS

# Projected Fund Balances – Entire City

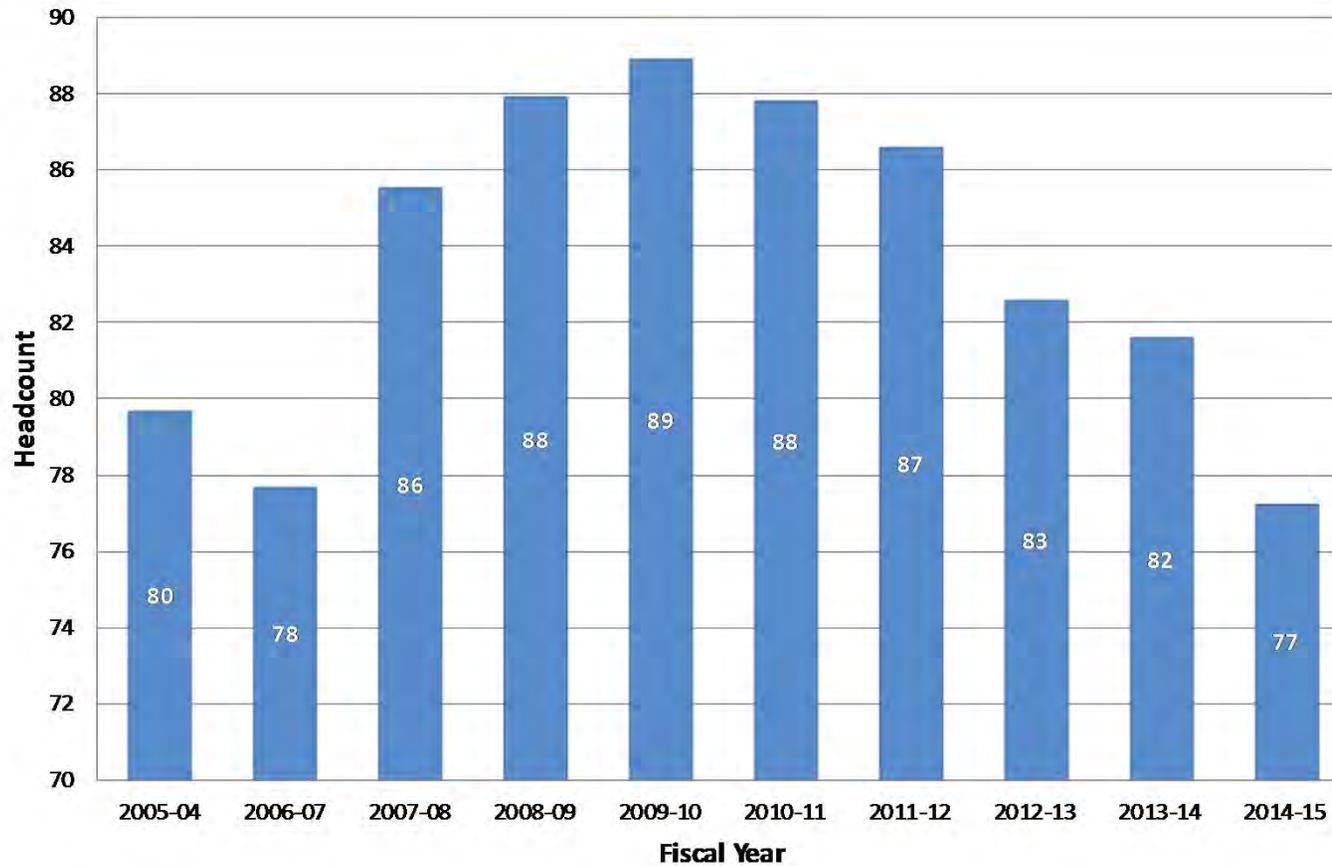


Fund Description	(a) Projected Fund Balance June 2014	(b) Revenue	(c) Expenditures	(a) + (b) - (c) Projected Fund Balance June 2015
General Fund	\$14,251,073	\$22,594,900	\$22,271,900	\$14,574,073
Refundable Deposits	0	369,400	339,900	29,500
South Coast Air Quality Management District	75,111	35,700	35,600	75,211
Park & Recreation Improvements	127,745	42,500	40,000	130,245
AB 939	1,485,887	208,400	344,000	1,350,287
Gas Tax	681,220	704,200	670,000	715,420
Developer Impact Fees	1,873,933	77,400	0	1,951,333
Affordable Housing	1,414,956	27,700	0	1,442,656
Las Virgenes/ Lost Hills B&T	3,252,841	63,600	0	3,316,441
Prop A	90,590	404,200	384,600	110,190
LMD 22 - Common Benefit Areas	1,847,933	1,635,900	1,502,500	1,981,333
Landscape Maintenance District #22	287,036	2,675,000	2,869,200	92,836
Landscape Maintenance District #24	257,958	183,600	228,700	212,858
Prop C	77,048	478,100	369,300	185,848
Landscape Maintenance District #27	134,261	32,600	31,600	135,261
Library	-37,069	1,934,700	1,932,700	-35,069
Transportation Programs	-18,829	895,600	892,300	-15,529
Storm Damage	-1,417,846	-27,700	0	-1,445,546
Landscape Maintenance District #32	1,791	29,100	28,400	2,491
Used Oil Grants	-10,433	11,800	10,000	-8,633
Measure R - Local Return	216,904	257,200	109,600	364,504
CDBG	-73,739	158,700	85,000	-39
Grants	-1,033,699	2,582,200	1,939,700	-391,199
Cops- AB 3229 Grant	28,839	102,500	0	131,339
Measure R - MTA	-3,367,589	35,042,600	31,675,000	11
Capital Improvement	0	34,314,600	34,314,600	0
Civic Center Construction	0	1,210,000	1,210,000	0
Civic Center Capital Replacement	1,023,247	20,000	0	1,043,247
Library Capital Replacement	504,957	9,900	0	514,857
Tennis & Swim Center Operation	409,161	3,822,100	3,906,800	324,461
Management Reserve	4,678,681	67,800	1,210,000	3,536,481
Oak Tree Mitigation	165,676	23,500	7,000	182,176
CFD 98-1	2,324,102	869,900	824,500	2,369,502
2005 COP (Refunding 1999 COP)	375,072	472,500	472,500	375,072
CFD 2006 (The Oaks Mello-Roos)	3,224,087	1,849,000	1,786,000	3,287,087
2006 COP (Civic Center Project)	0	1,735,400	1,735,400	0
<b>Total</b>	<b>\$32,850,902</b>	<b>\$114,914,600</b>	<b>\$111,226,800</b>	<b>\$36,538,702</b>



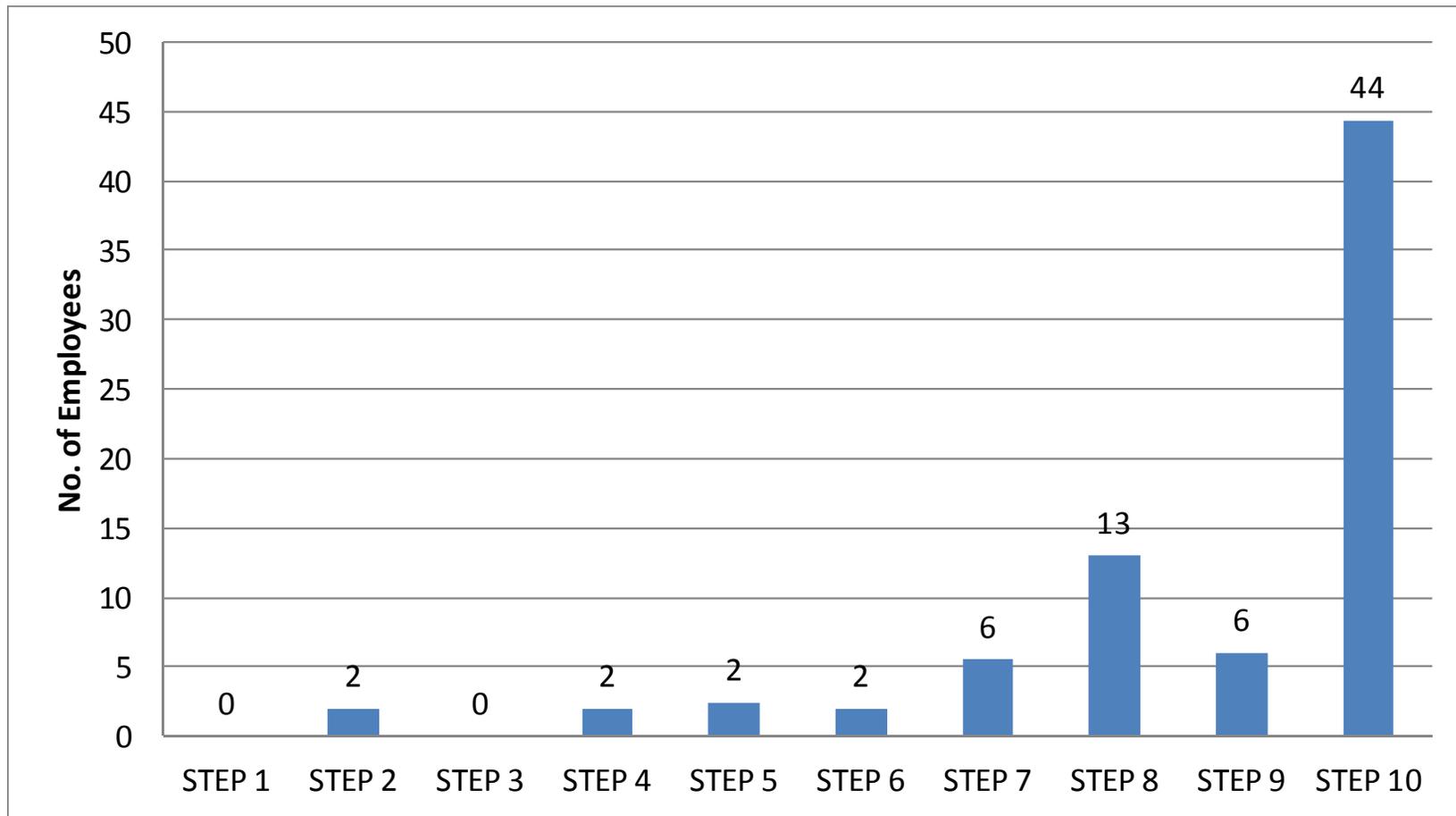


# General Fund Full-time Employee Headcount



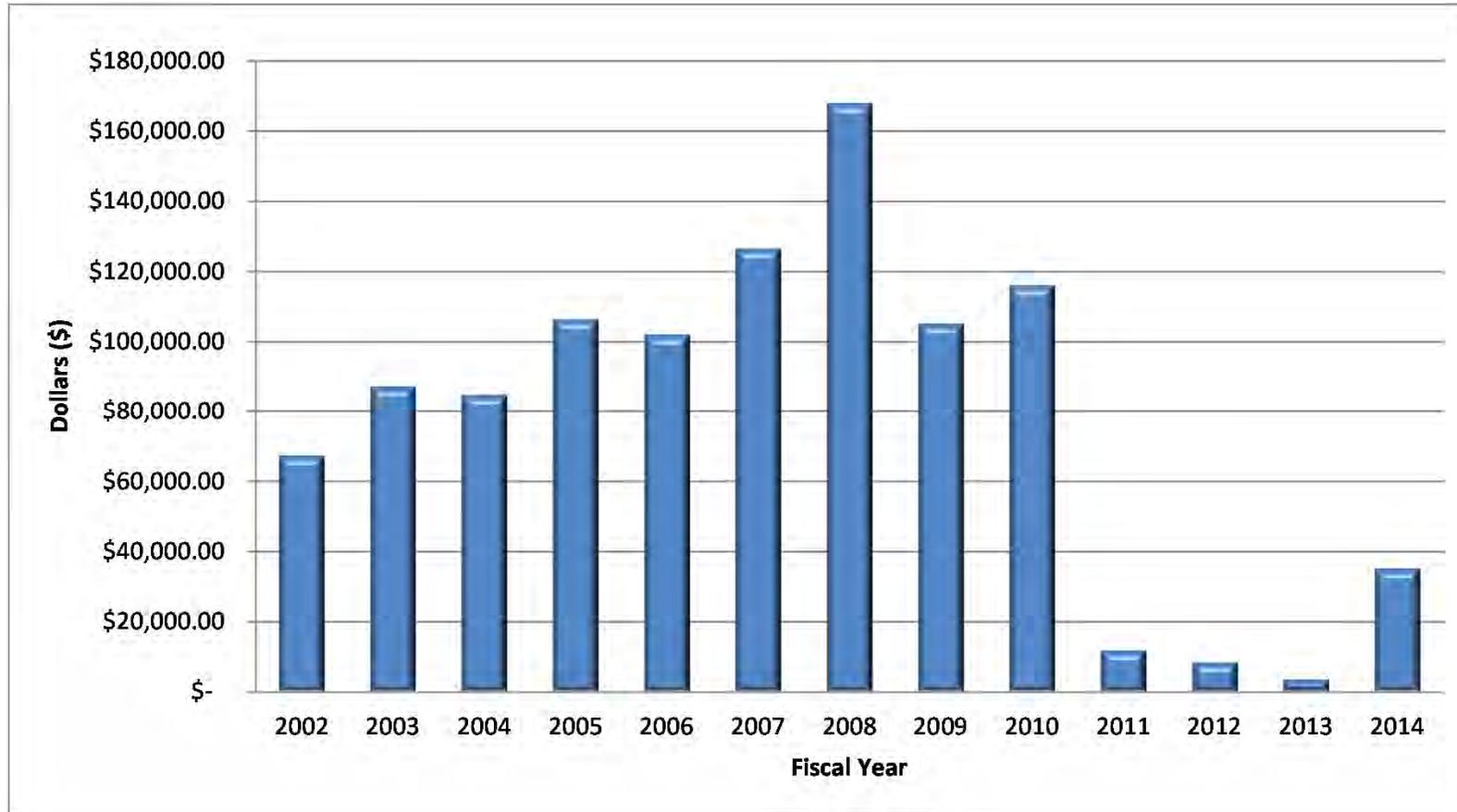


# General Fund Full-time Employees by Step





# Business Meeting & Conference Cost History





*CITY of CALABASAS*

**CITY COUNCIL AGENDA REPORT**

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**DATE: AUGUST 4, 2014**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: ANTHONY M. COROALLES, CITY MANAGER**



**SUBJECT: DISCUSSION REGARDING COUNCIL/COMMISSIONERS' PARKING SPACES AT CITY HALL.**

**MEETING**

**DATE: AUGUST 13, 2014**

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**SUMMARY RECOMMENDATION:**

At the request of Councilmember Maurer, this item is being agendized for discussion and potential direction to staff.

**BACKGROUND:**

This item was scheduled for discussion at the Council Workshop on June 18, but due to insufficient time it was postponed to this meeting.

**REQUESTED ACTION:**

That the City Council discuss Council/Commissioners' parking spaces at City Hall and provide direction to staff.

**ATTACHMENTS:**

None.



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<b>Administrative Services</b>					
88198	7/1/2014	MUNICIPAL CODE CORPORATION	MUNICIPAL CODE ONLINE FY 14/15	650.00	Administrative Services
88027	6/18/2014	DAILY NEWS	PUBLIC HEARING AD	635.95	Administrative Services
88375	7/16/2014	DAILY NEWS	PUBLIC HEARING AD	474.70	Administrative Services
88026	6/18/2014	CYBERCOPY	COPY/PRINTING SERVICE	266.16	Administrative Services
88425	7/17/2014	US BANK	VISA- COSTCO	196.13	Administrative Services
88026	6/18/2014	CYBERCOPY	COPY/PRINTING SERVICE	183.53	Administrative Services
88108	6/25/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	138.00	Administrative Services
88331	7/15/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	102.00	Administrative Services
88557	7/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	87.67	Administrative Services
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	72.00	Administrative Services
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	46.48	Administrative Services
88577	7/29/2014	KURTZ D.O./ALLAN//	PRE-EMPLOYMENT PHYSICALS	45.00	Administrative Services
88374	7/16/2014	CYBERCOPY	COPY/PRINTING SERVICE	43.91	Administrative Services
88026	6/18/2014	CYBERCOPY	COPY/PRINTING SERVICE	30.52	Administrative Services
88098	6/18/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	25.02	Administrative Services
88098	6/18/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	12.65	Administrative Services
88425	7/17/2014	US BANK	VISA- OFFICE DEPOT	-5.43	Administrative Services
<b>Total Amount for 17 Line Item(s) from Administrative Services</b>				<b>\$3,004.29</b>	
<b>Boards and Commissions</b>					
88454	7/21/2014	MUELLER/JOHN//	PC MEETINGS 1/16/14-6/19/14	500.00	Boards and Commissions
88461	7/21/2014	SIKAND/MARK//	PC MEETINGS 1/16/14-6/19/14	500.00	Boards and Commissions
88448	7/21/2014	LIA/ROBERT//	PC MEETINGS 1/16/14-6/19/14	500.00	Boards and Commissions
88466	7/21/2014	WEINTRAUB/ALICIA//	PC MEETINGS 1/16/14-6/5/14	450.00	Boards and Commissions
88460	7/21/2014	SHUMACHER/RICK//	PC MEETINGS 1/16/14-6/5/14	400.00	Boards and Commissions
88449	7/21/2014	LITT/DAVID//	PC MEETINGS 1/16/14-6/19/14	400.00	Boards and Commissions
88425	7/17/2014	US BANK	VISA- RALPHS	31.43	Boards and Commissions
<b>Total Amount for 7 Line Item(s) from Boards and Commissions</b>				<b>\$2,781.43</b>	
<b>City Attorney</b>					
88021	6/18/2014	COLANTUONO, LEVIN PC	GENERAL SERVICES	23,492.15	City Attorney
88372	7/16/2014	COLANTUONO, LEVIN PC	GENERAL SERVICES	21,613.35	City Attorney
88372	7/16/2014	COLANTUONO, LEVIN PC	DRY CANYON LLC	5,761.50	City Attorney
88573	7/29/2014	HOPKINS & CARLEY	LEGAL SERVICES	5,024.98	City Attorney





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88302	7/9/2014	HOPKINS & CARLEY	LEGAL SERVICES	424.00	City Attorney
88165	6/25/2014	ZAPPIA LAW FIRM, APC	LEGAL SERVICE	366.20	City Attorney
88021	6/18/2014	COLANTUONO, LEVIN PC	CROWN CASTLE INC	343.20	City Attorney
88372	7/16/2014	COLANTUONO, LEVIN PC	LABOR & EMPLOYMENT MATTERS	300.00	City Attorney
88021	6/18/2014	COLANTUONO, LEVIN PC	LABOR & EMPLOYMENT MATTERS	150.00	City Attorney
88021	6/18/2014	COLANTUONO, LEVIN PC	MISC SPECIAL COUNSEL PROJ	125.00	City Attorney
88021	6/18/2014	COLANTUONO, LEVIN PC	DRY CANYON LLC	122.50	City Attorney
88021	6/18/2014	COLANTUONO, LEVIN PC	ASSESSMENTS & PROP 218	50.00	City Attorney
88372	7/16/2014	COLANTUONO, LEVIN PC	ASSESSMENTS & PROP 218	50.00	City Attorney
88372	7/16/2014	COLANTUONO, LEVIN PC	CROWN CASTLE INC	25.00	City Attorney
<b>Total Amount for 14 Line Item(s) from City Attorney</b>				<b>\$57,847.88</b>	
<b>City Council</b>					
88280	7/8/2014	CALIFORNIA CONTRACT CITIES	ANNUAL DUES FY 14/15	2,740.00	City Council
88209	7/1/2014	SOUTHERN CALIFORNIA ASSOC. OF	MEMBERSHIP DUES FY 14/15	2,311.00	City Council
88192	7/1/2014	LEAGUE OF CALIFORNIA CITIES	MEMBERSHIP DUES FY 14/15	1,244.25	City Council
88247	7/2/2014	LOGO ZOO, LLC	CITY LOGO LAPEL PINS	1,225.00	City Council
88015	6/18/2014	CALABASAS ROTARY FOUNDATION	DONATION - L. MARTIN	1,000.00	City Council
88355	7/15/2014	VICA	MEMBERSHIP DUES FY 14/15	1,000.00	City Council
88425	7/17/2014	US BANK	VISA- LEAGUE OF CA CITIES	500.00	City Council
88425	7/17/2014	US BANK	VISA- LEAGUE OF CA CITIES	500.00	City Council
88425	7/17/2014	US BANK	VISA- LEAGUE OF CA CITIES	500.00	City Council
88425	7/17/2014	US BANK	VISA- WOLF CREEK RESTAURANT	369.49	City Council
88425	7/17/2014	US BANK	VISA- CHINA GARDEN RESTAURANT	187.00	City Council
88425	7/17/2014	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
88425	7/17/2014	US BANK	VISA- ROSTI TUSCAN KITCHEN	183.03	City Council
88425	7/17/2014	US BANK	VISA- JERSEY MIKE'S SUBS	130.36	City Council
88023	6/18/2014	CONEJO AWARDS	TILE PLAQUES	103.20	City Council
88356	7/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	81.70	City Council
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	73.36	City Council
88511	7/28/2014	BOZAJIAN/JAMES R.//	REIMB TRAVEL-CCCA MTG	58.69	City Council
88418	7/16/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council
88425	7/17/2014	US BANK	VISA- COCO'S	15.98	City Council
88557	7/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	13.67	City Council
88557	7/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	4.23	City Council



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
<b>Total Amount for 22 Line Item(s) from City Council</b>				<b>\$12,462.97</b>	
<b>City Management</b>					
88425	7/17/2014	US BANK	VISA- TOSCANOVA	279.17	City Management
88425	7/17/2014	US BANK	VISA- PEPBOYS	12.02	City Management
88425	7/17/2014	US BANK	VISA- OFFICE DEPOT	-5.43	City Management
<b>Total Amount for 3 Line Item(s) from City Management</b>				<b>\$285.76</b>	
<b>Civic Center O&amp;M</b>					
88488	7/22/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,973.14	Civic Center O&M
88488	7/22/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	9,205.97	Civic Center O&M
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	7,463.06	Civic Center O&M
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,888.98	Civic Center O&M
88071	6/18/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
88401	7/16/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
88071	6/18/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
88401	7/16/2014	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
88122	6/25/2014	CLIMATEC BUILDING	HVAC SERVICES	1,352.21	Civic Center O&M
88122	6/25/2014	CLIMATEC BUILDING	HVAC SERVICES	1,352.21	Civic Center O&M
88100	6/18/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	946.56	Civic Center O&M
88581	7/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	810.00	Civic Center O&M
88465	7/21/2014	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	796.42	Civic Center O&M
88420	7/16/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	791.12	Civic Center O&M
88019	6/18/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	762.00	Civic Center O&M
88581	7/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	747.70	Civic Center O&M
88208	7/1/2014	SIMPLEX GRINNELL	SECURITY MONITORING	691.85	Civic Center O&M
88208	7/1/2014	SIMPLEX GRINNELL	SECURITY MONITORING	691.85	Civic Center O&M
88025	6/18/2014	CUMMINS CAL PACIFIC LLC	GENERATOR MAINTENANCE	660.77	Civic Center O&M
88420	7/16/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	642.20	Civic Center O&M
88508	7/28/2014	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
88508	7/28/2014	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
88465	7/21/2014	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	559.00	Civic Center O&M
88019	6/18/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
88019	6/18/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
88432	7/21/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M



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88432	7/21/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
88462	7/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	511.54	Civic Center O&M
88378	7/16/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUN 2014	500.00	Civic Center O&M
88154	6/25/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	490.38	Civic Center O&M
88462	7/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	472.20	Civic Center O&M
88154	6/25/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	452.66	Civic Center O&M
88100	6/18/2014	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	450.54	Civic Center O&M
88389	7/16/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	384.49	Civic Center O&M
88379	7/16/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	359.23	Civic Center O&M
88379	7/16/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	359.22	Civic Center O&M
88389	7/16/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	354.91	Civic Center O&M
88228	7/2/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	304.00	Civic Center O&M
88378	7/16/2014	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- JUN 2014	250.00	Civic Center O&M
88352	7/15/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
88352	7/15/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
88019	6/18/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	206.00	Civic Center O&M
88120	6/25/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	199.50	Civic Center O&M
88120	6/25/2014	CIRCULATING AIR, INC.	HVAC MAINTENANCE	199.50	Civic Center O&M
88474	7/22/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	67.25	Civic Center O&M
88474	7/22/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	67.25	Civic Center O&M
88130	6/25/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	36.57	Civic Center O&M
88130	6/25/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	36.56	Civic Center O&M
88037	6/18/2014	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	35.09	Civic Center O&M
88425	7/17/2014	US BANK	VISA- HOME DEPOT	24.49	Civic Center O&M
88425	7/17/2014	US BANK	VISA- HOME DEPOT	24.48	Civic Center O&M
88425	7/17/2014	US BANK	VISA- RITE AID	20.96	Civic Center O&M
88425	7/17/2014	US BANK	VISA- LOWES	19.87	Civic Center O&M
88425	7/17/2014	US BANK	VISA- LOWES	19.86	Civic Center O&M
88425	7/17/2014	US BANK	VISA- RITE AID	13.33	Civic Center O&M
88581	7/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.80	Civic Center O&M
88581	7/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.20	Civic Center O&M
<b>Total Amount for 57 Line Item(s) from Civic Center O&amp;M</b>				<b>\$61,970.76</b>	

**Community Development**

88450	7/21/2014	M6 CONSULTING, INC.	PLAN CHECK SERVICES	35,242.67	Community Development
88450	7/21/2014	M6 CONSULTING, INC.	PLAN CHECK SERVICES	29,237.62	Community Development



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88436	7/21/2014	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	8,531.38	Community Development
88436	7/21/2014	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	6,824.22	Community Development
88450	7/21/2014	M6 CONSULTING, INC.	PLAN CHECK SERVICES	6,370.00	Community Development
88117	6/25/2014	CALABASAS CREST LTD	R.A.P.- JUL 2014	5,586.00	Community Development
88469	7/22/2014	CALABASAS CREST LTD	R.A.P.- AUG 2014	5,586.00	Community Development
88437	7/21/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	4,312.53	Community Development
88297	7/9/2014	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
88232	7/2/2014	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	3,566.07	Community Development
88034	6/18/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	3,109.24	Community Development
88077	6/18/2014	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	2,421.15	Community Development
88424	7/16/2014	WILLDAN ASSOCIATES INC.	ANNEXATION SURVEY	2,210.00	Community Development
88437	7/21/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	1,615.00	Community Development
88434	7/21/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,450.95	Community Development
88434	7/21/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,372.50	Community Development
88125	6/25/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,095.96	Community Development
88437	7/21/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	1,025.00	Community Development
88425	7/17/2014	US BANK	VISA- APA CALIFORNIA	575.00	Community Development
88425	7/17/2014	US BANK	VISA- APA CALIFORNIA	575.00	Community Development
88125	6/25/2014	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	517.50	Community Development
88437	7/21/2014	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	410.00	Community Development
88497	7/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	355.41	Community Development
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	240.79	Community Development
88425	7/17/2014	US BANK	VISA- DISNEY RESORT	203.58	Community Development
88425	7/17/2014	US BANK	VISA- DISNEY RESORT	203.58	Community Development
88510	7/28/2014	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	196.00	Community Development
88103	6/18/2014	YAZDINIAN/SUSAN//	R.A.P.- JUN 2014	190.00	Community Development
88124	6/25/2014	CROSBY/ GEORGE//	R.A.P.- JUL 2014	190.00	Community Development
88129	6/25/2014	FLEYSHMAN/ALBERT//	R.A.P.- JUL 2014	190.00	Community Development
88142	6/25/2014	MEDVETSKY/LINA//	R.A.P.- JUL 2014	190.00	Community Development
88133	6/25/2014	HENDERSON/LYN//	R.A.P.- JUL 2014	190.00	Community Development
88152	6/25/2014	SHAHIR/RAHIM//	R.A.P.- JUL 2014	190.00	Community Development
88164	6/25/2014	YAZDINIAN/SUSAN//	R.A.P.- JUL 2014	190.00	Community Development
88143	6/25/2014	MILES/AUDREY//	R.A.P.- JUL 2014	190.00	Community Development
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	190.00	Community Development
88472	7/22/2014	CROSBY/ GEORGE//	R.A.P.- AUG 2014	190.00	Community Development
88473	7/22/2014	FLEYSHMAN/ALBERT//	R.A.P.- AUG 2014	190.00	Community Development
88478	7/22/2014	MEDVETSKY/LINA//	R.A.P.- AUG 2014	190.00	Community Development



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88475	7/22/2014	HENDERSON/LYN//	R.A.P.- AUG 2014	190.00	Community Development
88487	7/22/2014	SHAHIR/RAHIM//	R.A.P.- AUG 2014	190.00	Community Development
88499	7/22/2014	YAZDINIAN/SUSAN//	R.A.P.- AUG 2014	190.00	Community Development
88479	7/22/2014	MILES/AUDREY//	R.A.P.- AUG 2014	190.00	Community Development
88219	7/2/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
88359	7/16/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
88504	7/28/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
88051	6/18/2014	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - COMM DEV	177.59	Community Development
88219	7/2/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
88219	7/2/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
88219	7/2/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
88359	7/16/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
88504	7/28/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	174.00	Community Development
88359	7/16/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
88366	7/16/2014	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	154.00	Community Development
88116	6/25/2014	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	140.00	Community Development
88140	6/25/2014	LOS ANGELES LAFCO	ANNEXATION FEES	100.00	Community Development
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	94.49	Community Development
88138	6/25/2014	LANDS' END BUSINESS OUTFITTERS	STAFF SHIRTS - COMM DEV	88.33	Community Development
88151	6/25/2014	SAVALA/ALEX//	REIMBURSE- PHONE SUPPLIES	54.49	Community Development
88186	7/1/2014	ICC VENTURA CHAPTER	ICC MEMBERSHIP- S. COHEN	50.00	Community Development
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	49.87	Community Development
88374	7/16/2014	CYBERCOPY	COPY/PRINTING SERVICE	37.33	Community Development
88578	7/29/2014	L.A. CO. ASSESSOR	MAPS AND POSTAGE	37.05	Community Development
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	34.80	Community Development
88387	7/16/2014	L.A. CO. ASSESSOR	MAPS AND POSTAGE	28.09	Community Development
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	20.00	Community Development
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	14.99	Community Development
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	4.00	Community Development

**Total Amount for 68 Line Item(s) from Community Development**

**\$132,536.18**

**Community Services**

88006	6/18/2014	AGOORA HILLS,CALABASAS COM CTR	CONTRIBUTION - AHCCC	25,000.00	Community Services
88178	7/1/2014	DSR AUDIO	SOUND/POWER- JULY 4TH	10,800.00	Community Services
88139	6/25/2014	LOS ANGELES CLIPPERS	BASKETBALL UNIFORMS- SUMMER	8,809.00	Community Services
88292	7/9/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- DE ANZA	7,630.00	Community Services



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88206	7/1/2014	SECURAL SECURITY CORP	SECURITY- JULY 4TH	7,618.00	Community Services
88180	7/1/2014	FIREWORKS & STAGE FX AMERICA	BALANCE-JULY 4TH FIREWORKS	7,500.00	Community Services
88559	7/28/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- JULY 4TH	6,573.10	Community Services
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	6,554.00	Community Services
88538	7/28/2014	NOTIONIST	BROCHURE DESIGN- FALL 2014	5,500.00	Community Services
88252	7/2/2014	MONAHAN/ANN//	RECREATION INSTRUCTOR	4,932.90	Community Services
88564	7/29/2014	AGOURA HILLS,CALABASAS COM CTR	LEGAL SERVICES	4,860.96	Community Services
88175	7/1/2014	DMH ENTERPRISES	ENTERTAINMENT- JULY 4TH	4,000.00	Community Services
88089	6/18/2014	THORNTON/JOHN PAUL//	RECREATION INSTRUCTOR	3,580.50	Community Services
88484	7/22/2014	R P BARRICADE INC	EQUIPMENT RENTAL- JULY 4TH	3,355.31	Community Services
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,055.49	Community Services
88559	7/28/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL - CONCERT	2,753.19	Community Services
88145	6/25/2014	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	2,733.60	Community Services
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	2,725.48	Community Services
88216	7/2/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- CONCERT	2,589.30	Community Services
88572	7/29/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	2,503.65	Community Services
88176	7/1/2014	DMH ENTERPRISES	PERFORMANCE- LAKE CONCERT	2,500.00	Community Services
88410	7/16/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,257.45	Community Services
88488	7/22/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,984.83	Community Services
88542	7/28/2014	QUALITY PARKING SERVICE, INC	PARKING SERVICE- JULY 4TH	1,974.00	Community Services
88309	7/9/2014	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	1,918.00	Community Services
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	1,915.50	Community Services
88484	7/22/2014	R P BARRICADE INC	EQUIPMENT RENTAL- JULY 4TH	1,898.80	Community Services
88168	7/1/2014	AWESOME EVENTS INC	ENTERTAINMENT- JULY 4TH	1,825.00	Community Services
88309	7/9/2014	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	1,719.20	Community Services
88009	6/18/2014	AUDICK/PATRICIA//	RECREATION INSTRUCTOR	1,672.80	Community Services
88576	7/29/2014	JACOBS/SAUL//	RECREATION INSTRUCTOR	1,610.00	Community Services
88412	7/16/2014	SUPER SOCCER STARS	RECREATION INSTRUCTOR	1,542.90	Community Services
88153	6/25/2014	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	1,441.60	Community Services
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,440.78	Community Services
88084	6/18/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,389.17	Community Services
88576	7/29/2014	JACOBS/SAUL//	RECREATION INSTRUCTOR	1,314.77	Community Services
88079	6/18/2014	S & S PORTABLE SERVICES	RESTROOMS- ARTS FEST	1,249.60	Community Services
88425	7/17/2014	US BANK	VISA- ADVANCED SIGN & BANNER	1,227.20	Community Services
88252	7/2/2014	MONAHAN/ANN//	RECREATION INSTRUCTOR	1,223.60	Community Services
88230	7/2/2014	CONDOR SQUADRON	ENTERTAINMENT- JULY 4TH	1,200.00	Community Services
88060	6/18/2014	MOVIES BY KIDS LLC	RECREATION INSTRUCTOR	1,119.30	Community Services



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88467	7/22/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- JULY 4TH	1,079.00	Community Services
88218	7/2/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	1,008.88	Community Services
88529	7/28/2014	JACOBS/SAUL//	RECREATION INSTRUCTOR	1,008.00	Community Services
88054	6/18/2014	MAGICAL MUSICAL MOMENTS	RECREATION INSTRUCTOR	1,005.55	Community Services
88184	7/1/2014	GUDIS/MATT//	ENTERTAINMENT- JULY 4TH	850.00	Community Services
88203	7/1/2014	ROADRUNNER SHUTTLE	SHUTTLE SERVICE	847.00	Community Services
88105	6/19/2014	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- JULY 4TH	791.00	Community Services
88104	6/18/2014	YEREVANIAN/ODILE//	RECREATION INSTRUCTOR	788.20	Community Services
88207	7/1/2014	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	704.00	Community Services
88028	6/18/2014	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	689.00	Community Services
88425	7/17/2014	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
88017	6/18/2014	CARTEGRAPH SYSTEMS, INC.	RESERVE PARTNER HOST- MAT 2014	650.00	Community Services
88369	7/16/2014	CARTEGRAPH SYSTEMS, INC.	RESERVE PARTNER HOST- JUN 2014	650.00	Community Services
88262	7/2/2014	S & S PORTABLE SERVICES	RESTROOMS- CONCERT	588.60	Community Services
88081	6/18/2014	SECURAL SECURITY CORP	SECURITY- CONCERT	560.00	Community Services
88048	6/18/2014	JOLIN/JEAN//	RECREATION INSTRUCTOR	546.00	Community Services
88038	6/18/2014	GESAS/HELAIN W.//	RECREATION INSTRUCTOR	540.40	Community Services
88291	7/9/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- CIVIC CTR	525.00	Community Services
88425	7/17/2014	US BANK	VISA- BACKDROPS BEAUTIFUL	520.82	Community Services
88223	7/2/2014	BARRY KAY ENTERPRISES, INC.	VOLUNTEEN T-SHIRTS	518.62	Community Services
88257	7/2/2014	NICHOLSON/TRISSA//	RECREATION INSTRUCTOR	511.70	Community Services
88443	7/21/2014	KRAUS/PETER//	RECREATION INSTRUCTOR	504.00	Community Services
88512	7/28/2014	CAYNE/STACIE//	RECREATION INSTRUCTOR	499.10	Community Services
88108	6/25/2014	ACORN NEWSPAPER	ARTS FEST ADVERTISING	497.21	Community Services
88286	7/8/2014	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	488.00	Community Services
88483	7/22/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	486.00	Community Services
88173	7/1/2014	DIAL M PRODUCTIONS	ENTERTAINMENT- JULY 4TH (BAL)	462.50	Community Services
88502	7/28/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	454.33	Community Services
88069	6/18/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	452.50	Community Services
88290	7/9/2014	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	440.00	Community Services
88108	6/25/2014	ACORN NEWSPAPER	ARTS FEST ADVERTISING	434.70	Community Services
88352	7/15/2014	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
88377	7/16/2014	DIFFNER/SHANNON F.//	RECREATION INSTRUCTOR	406.00	Community Services
88053	6/18/2014	LERMA/ANGEL//	RECREATION INSTRUCTOR	401.80	Community Services
88108	6/25/2014	ACORN NEWSPAPER	ARTS FEST ADVERTISING	401.58	Community Services
88505	7/28/2014	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	399.80	Community Services
88425	7/17/2014	US BANK	VISA- ORIENTAL TRADING CO	398.73	Community Services



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88425	7/17/2014	US BANK	VISA- MARIA'S ITALIAN KITCHEN	381.81	Community Services
88329	7/9/2014	YEEOPP/BETTY//	RECREATION INSTRUCTOR	378.40	Community Services
88530	7/28/2014	KAPLAN/JONATHAN//	SENIOR EVENT	375.00	Community Services
88108	6/25/2014	ACORN NEWSPAPER	ARTS FEST ADVERTISING	359.77	Community Services
88425	7/17/2014	US BANK	VISA- COSTCO	359.40	Community Services
88425	7/17/2014	US BANK	VISA- SHARKY'S	350.98	Community Services
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	327.10	Community Services
88569	7/29/2014	CINTAS FIRST AID & SAFETY	KITCHEN REPAIRS	313.35	Community Services
88131	6/25/2014	GERTENBACH/LYNN//	RECREATION INSTRUCTOR	306.60	Community Services
88067	6/18/2014	PAY PHONES NORTH INC	PAYPHONE SERVICE-DE ANZA/GRAPE	300.00	Community Services
88088	6/18/2014	TD SPORTS INC	GYM MAINTENANCE SUPPLIES	300.00	Community Services
88404	7/16/2014	SCIFRES/PETER//	RECREATION INSTRUCTOR	288.00	Community Services
88108	6/25/2014	ACORN NEWSPAPER	B-BALL ADVERTISING	280.00	Community Services
88506	7/28/2014	ALLEN/HARVEY//	BASKETBALL/OFFICIAL/SCORER	280.00	Community Services
88430	7/21/2014	AT&T	TELEPHONE SERVICE	244.69	Community Services
88319	7/9/2014	TAKSEN/HOWARD//	BASKETBALL/OFFICIAL/SCORER	242.00	Community Services
88008	6/18/2014	AT&T	TELEPHONE SERVICE	241.96	Community Services
88047	6/18/2014	JOHNSON/KURT//	BASKETBALL/OFFICIAL/SCORER	240.00	Community Services
88102	6/18/2014	WILL/STEPHANIE//	BASKETBALL/OFFICIAL/SCORER	240.00	Community Services
88108	6/25/2014	ACORN NEWSPAPER	ARTS FEST ADVERTISING	238.74	Community Services
88300	7/9/2014	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	234.00	Community Services
88320	7/9/2014	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	234.00	Community Services
88078	6/18/2014	ROCKLIN/LORI E.//	RECREATION INSTRUCTOR	232.40	Community Services
88330	7/15/2014	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	221.32	Community Services
88242	7/2/2014	JOHNSTON/KURT//	BASKETBALL/OFFICIAL/SCORER	216.00	Community Services
88425	7/17/2014	US BANK	VISA- ORIENTAL TRADING CO	212.75	Community Services
88425	7/17/2014	US BANK	VISA- 7 ELEVEN	200.15	Community Services
88552	7/28/2014	TAKSEN/HOWARD//	BASKETBALL/OFFICIAL/SCORER	198.00	Community Services
88572	7/29/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	195.00	Community Services
88065	6/18/2014	OSLER BISHOP & ASSOCIATES	RECREATION INSTRUCTOR	192.15	Community Services
88083	6/18/2014	SILVA/ANDREW//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
88266	7/2/2014	SILVA/ANDREW//	BASKETBALL/OFFICIAL/SCORER	192.00	Community Services
88425	7/17/2014	US BANK	VISA- HOME DEPOT	189.15	Community Services
88425	7/17/2014	US BANK	VISA- VIVA WHOLESALE	174.00	Community Services
88277	7/2/2014	WILL/STEPHANIE//	BASKETBALL/OFFICIAL/SCORER	168.00	Community Services
88433	7/21/2014	COHEN/SHELDON//	RECREATION INSTRUCTOR	165.90	Community Services
88525	7/28/2014	HOLDEN/CHISTIAN//	BASKETBALL/OFFICIAL/SCORER	165.00	Community Services



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88361	7/16/2014	ANAYA/FELIPE//	REIMB MILEAGE - MAY/JUNE 14	163.30	Community Services
88304	7/9/2014	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	162.00	Community Services
88278	7/2/2014	WITRACK/DEANNA//	RECREATION INSTRUCTOR	161.00	Community Services
88425	7/17/2014	US BANK	VISA- TARGET	156.01	Community Services
88311	7/9/2014	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	150.00	Community Services
88289	7/9/2014	ALAN-LEE/CRAIG//	BASKETBALL/OFFICIAL/SCORER	144.00	Community Services
88239	7/2/2014	INNER-I ...SECURITY IN FOCUS	APR-JUN 2014 MONITORING- DEANZ	135.00	Community Services
88385	7/16/2014	JOHNSTON/KURT//	BASKETBALL/OFFICIAL/SCORER	132.00	Community Services
88425	7/17/2014	US BANK	VISA- PARTY CITY	123.38	Community Services
88307	7/9/2014	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
88423	7/16/2014	WILL/STEPHANIE//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
88408	7/16/2014	SILVA/ANDREW//	BASKETBALL/OFFICIAL/SCORER	120.00	Community Services
88245	7/2/2014	LAS VIRGENES UNIFIED SCHOOL	FACILITY RENTAL	115.00	Community Services
88081	6/18/2014	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	112.00	Community Services
88520	7/28/2014	GADBURY/KEITH//	BASKETBALL/OFFICIAL/SCORER	108.00	Community Services
88459	7/21/2014	SAHIBZADA/FARHANA//	RECREATION INSTRUCTOR	105.60	Community Services
88299	7/9/2014	FRANZINO/JACK//	BASKETBALL/OFFICIAL/SCORER	104.00	Community Services
88587	7/29/2014	PETTIT/KATHLEEN//	RECREATION INSTRUCTOR	104.00	Community Services
88268	7/2/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
88492	7/22/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
88496	7/22/2014	WALLACE/TANESHA//	PERFORMANCE- JULY 4TH	100.00	Community Services
88536	7/28/2014	MONTGOMERY/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	100.00	Community Services
88535	7/28/2014	LIPTON/JEREMY//	BASKETBALL/OFFICIAL/SCORER	100.00	Community Services
88011	6/18/2014	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- GRAPE ARB	97.00	Community Services
88308	7/9/2014	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	96.00	Community Services
88569	7/29/2014	CINTAS FIRST AID & SAFETY	ANNUAL SERVICE- CRKSIDE	96.00	Community Services
88425	7/17/2014	US BANK	VISA- LALALAND IMPORTS	94.62	Community Services
88425	7/17/2014	US BANK	VISA- AGOURA EQUIP RENTALS	94.50	Community Services
88425	7/17/2014	US BANK	VISA- PETCO	92.61	Community Services
88318	7/9/2014	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	92.00	Community Services
88553	7/28/2014	TEMME/ROBERT//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
88518	7/28/2014	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	90.00	Community Services
88269	7/2/2014	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
88494	7/22/2014	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	86.82	Community Services
88147	6/25/2014	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
88147	6/25/2014	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
88400	7/16/2014	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services



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88400	7/16/2014	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
88534	7/28/2014	LAUTERBACH/RACHEL//	BASKETBALL/OFFICIAL/SCORER	84.00	Community Services
88227	7/2/2014	CAYNE/STACIE//	RECREATION INSTRUCTOR	80.50	Community Services
88425	7/17/2014	US BANK	VISA- DO IT CENTER	75.15	Community Services
88316	7/9/2014	RUBIN/RONNIE//	BASKETBALL/OFFICIAL/SCORER	75.00	Community Services
88314	7/9/2014	RIVKIN/MIKE//	BASKETBALL/OFFICIAL/SCORER	75.00	Community Services
88425	7/17/2014	US BANK	VISA- RABI	70.00	Community Services
88008	6/18/2014	AT&T	TELEPHONE SERVICE	66.77	Community Services
88425	7/17/2014	US BANK	VISA- SHELL OIL	65.00	Community Services
88503	7/28/2014	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	59.32	Community Services
88569	7/29/2014	CINTAS FIRST AID & SAFETY	KITCHEN INSPECTION	54.97	Community Services
88301	7/9/2014	GROSSMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
88306	7/9/2014	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
88298	7/9/2014	FISHMAN/MICHAEL//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
88528	7/28/2014	ISRAEL/BOB//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
88532	7/28/2014	KOPSTEIN/STEVE//	BASKETBALL/OFFICIAL/SCORER	54.00	Community Services
88294	7/9/2014	BILCHIK/DANIEL//	BASKETBALL/OFFICIAL/SCORER	50.00	Community Services
88109	6/25/2014	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	44.54	Community Services
88008	6/18/2014	AT&T	TELEPHONE SERVICE	41.13	Community Services
88430	7/21/2014	AT&T	TELEPHONE SERVICE	40.27	Community Services
88425	7/17/2014	US BANK	VISA- KELLY 36	36.25	Community Services
88569	7/29/2014	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- CRKSID	36.00	Community Services
88569	7/29/2014	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- CRKSID	36.00	Community Services
88425	7/17/2014	US BANK	VISA- FRANKLINS HARDWARE	35.91	Community Services
88425	7/17/2014	US BANK	VISA- CONSTANT CONTACT	35.00	Community Services
88425	7/17/2014	US BANK	VISA- RALPHS	29.74	Community Services
88533	7/28/2014	LAUTERBACH/HOWARD//	BASKETBALL/OFFICIAL/SCORER	24.00	Community Services
88239	7/2/2014	INNER-I ...SECURITY IN FOCUS	APR-JUN 2014 MONITORING- CRKSD	22.50	Community Services
88321	7/9/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
88555	7/28/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
88425	7/17/2014	US BANK	VISA- DOLLAR TREE	21.80	Community Services
88425	7/17/2014	US BANK	VISA- HOME DEPOT	21.74	Community Services
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	21.66	Community Services
88425	7/17/2014	US BANK	VISA- MALIBU LAUNDRY	20.00	Community Services
88425	7/17/2014	US BANK	VISA- UNION 76	18.99	Community Services
88154	6/25/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	16.64	Community Services
88566	7/29/2014	ARROWHEAD	WATER SERVICE	9.13	Community Services



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88425	7/17/2014	US BANK	VISA- WALMART	8.65	Community Services
88425	7/17/2014	US BANK	VISA- ALBERTSONS	5.98	Community Services
88425	7/17/2014	US BANK	VISA- RALPHS	5.98	Community Services
88425	7/17/2014	US BANK	VISA- CHEVRON	4.89	Community Services
<b>Total Amount for 193 Line Item(s) from Community Services</b>				<b>\$194,913.79</b>	

## Finance

88584	7/29/2014	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 13/14	10,000.00	Finance
88312	7/9/2014	MUNISERVICES, LLC	UUT COMPLIANCE SERVICES	4,048.53	Finance
88287	7/8/2014	TYLER TECHNOLOGIES INC	ANNUAL MAINTENANCE FY 14/15	3,469.48	Finance
88288	7/9/2014	ADP, INC	PAYROLL PROCESSING	2,300.87	Finance
88428	7/21/2014	ADP, INC	PAYROLL PROCESSING	1,032.98	Finance
88110	6/25/2014	ADP, INC	PAYROLL PROCESSING	916.96	Finance
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	440.01	Finance
88497	7/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	215.51	Finance
88497	7/22/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	144.73	Finance
88356	7/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	108.76	Finance
88324	7/9/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	54.38	Finance
88425	7/17/2014	US BANK	VISA- MONTBLANC	37.70	Finance
88425	7/17/2014	US BANK	VISA- AMAZON.COM	22.50	Finance
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	17.36	Finance
88324	7/9/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-52.59	Finance
88324	7/9/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-130.78	Finance
<b>Total Amount for 16 Line Item(s) from Finance</b>				<b>\$22,626.40</b>	

## Klubhouse Preschool

88214	7/1/2014	ZEBRA ENTERTAINMENT & EVENTS	KLUBHOUSE EVENTS	2,004.00	Klubhouse Preschool
88106	6/25/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- GRADUATION	1,242.84	Klubhouse Preschool
88483	7/22/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,134.00	Klubhouse Preschool
88069	6/18/2014	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	1,012.50	Klubhouse Preschool
88569	7/29/2014	CINTAS FIRST AID & SAFETY	KITCHEN REPAIRS	731.15	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- SMART & FINAL	725.06	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- S&S WORLDWIDE	618.28	Klubhouse Preschool
88455	7/21/2014	OFFBEAT PRODUCTIONS	SUMMER CAMP T-SHIRTS	570.14	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	564.07	Klubhouse Preschool



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88425	7/17/2014	US BANK	VISA- SMART & FINAL	553.39	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- ORIENTAL TRADING CO	462.00	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- YA YA E FAVORMART	459.42	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- LAKESHORE LEARNING	458.70	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- HOME DEPOT	236.51	Klubhouse Preschool
88430	7/21/2014	AT&T	TELEPHONE SERVICE	224.95	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- NASCO MAIL ORDER	224.83	Klubhouse Preschool
88569	7/29/2014	CINTAS FIRST AID & SAFETY	ANNUAL SERVICE- CRKSID	224.00	Klubhouse Preschool
88382	7/16/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	219.05	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- VIKTOR BENES	210.00	Klubhouse Preschool
88041	6/18/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	205.64	Klubhouse Preschool
88041	6/18/2014	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	200.44	Klubhouse Preschool
88008	6/18/2014	AT&T	TELEPHONE SERVICE	155.79	Klubhouse Preschool
88096	6/18/2014	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	148.88	Klubhouse Preschool
88315	7/9/2014	ROSATI FARMS	MILK/YOGURT DELIVERY	148.88	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- FEDEX OFFICE	140.93	Klubhouse Preschool
88569	7/29/2014	CINTAS FIRST AID & SAFETY	KITCHEN INSPECTION	128.28	Klubhouse Preschool
88405	7/16/2014	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	112.00	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- TARGET	106.13	Klubhouse Preschool
88544	7/28/2014	ROSATI FARMS	MILK/YOGURT DELIVERY	104.40	Klubhouse Preschool
88109	6/25/2014	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	103.92	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- ANGEL MAID BAKERY	93.00	Klubhouse Preschool
88569	7/29/2014	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- CRKSID	84.00	Klubhouse Preschool
88569	7/29/2014	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- CRKSID	84.00	Klubhouse Preschool
88427	7/21/2014	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
88427	7/21/2014	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
88427	7/21/2014	ACORN NEWSPAPER	PRESCHOOL ADVERTISING	75.00	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- HOMEGOODS	59.93	Klubhouse Preschool
88352	7/15/2014	SECURAL SECURITY CORP	ALARM RESPONSE- CRKSID	54.00	Klubhouse Preschool
88239	7/2/2014	INNER-I ...SECURITY IN FOCUS	APR-JUN 2014 MONITORING- CRKSD	52.50	Klubhouse Preschool
88321	7/9/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
88555	7/28/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	50.54	Klubhouse Preschool
88149	6/25/2014	ROSATI FARMS	MILK/YOGURT DELIVERY	44.48	Klubhouse Preschool
88485	7/22/2014	ROSATI FARMS	MILK/YOGURT DELIVERY	44.48	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- JOANN STORE	35.93	Klubhouse Preschool
88293	7/9/2014	ARROWHEAD	WATER SERVICE	34.70	Klubhouse Preschool



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88425	7/17/2014	US BANK	VISA- VENTURA WEST	28.00	Klubhouse Preschool
88220	7/2/2014	ADVANCED SIGN & BANNER	BANNERS - GRADUATION	26.16	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- ADVANCED SIGN & BANNER	26.16	Klubhouse Preschool
88503	7/28/2014	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	25.43	Klubhouse Preschool
88566	7/29/2014	ARROWHEAD	WATER SERVICE	21.28	Klubhouse Preschool
88425	7/17/2014	US BANK	VISA- PARTY CITY	13.05	Klubhouse Preschool
<b>Total Amount for 52 Line Item(s) from Klubhouse Preschool</b>				<b>\$14,537.82</b>	

## Library

88549	7/28/2014	SOUTHERN CALIFORNIA LIBRARY	MEMBERSHIP DUES- FY 14/15	2,166.00	Library
88521	7/28/2014	GALE CENGAGE LEARNING	E-BOOKS	1,971.86	Library
88501	7/28/2014	3M	CLOUD LICENSE	1,848.42	Library
88003	6/18/2014	3M	CLOUD LICENSE	1,666.31	Library
88170	7/1/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	973.86	Library
88543	7/28/2014	RECORDED BOOKS, LLC	E-BOOKS	673.44	Library
88063	6/18/2014	OCLC, INC.	MEMBERSHIP DUES- JUN 2014	625.49	Library
88539	7/28/2014	OCLC, INC.	MEMBERSHIP DUES- JUL 2014	624.66	Library
88224	7/2/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	616.87	Library
88170	7/1/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	507.23	Library
88537	7/28/2014	MOVIE LICENSING USA	ANNUAL COPYRIGHT LICENSE	475.00	Library
88098	6/18/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	442.02	Library
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	394.98	Library
88368	7/16/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	384.78	Library
88526	7/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	342.67	Library
88521	7/28/2014	GALE CENGAGE LEARNING	E-BOOKS	330.75	Library
88090	6/18/2014	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
88554	7/28/2014	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
88549	7/28/2014	SOUTHERN CALIFORNIA LIBRARY	CALIFA MEMBERSHIP DUES	270.00	Library
88026	6/18/2014	CYBERCOPY	COPY/PRINTING SERVICE	253.15	Library
88421	7/16/2014	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	180.00	Library
88557	7/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	162.72	Library
88043	6/18/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	161.55	Library
88589	7/29/2014	RECORDED BOOKS, LLC	BOOKS ON CD	152.82	Library
88543	7/28/2014	RECORDED BOOKS, LLC	BOOKS ON CD	152.82	Library
88567	7/29/2014	AT&T	TELEPHONE SERVICE	150.50	Library
88221	7/2/2014	AT&T	TELEPHONE SERVICE	150.47	Library

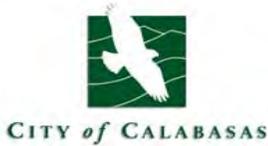


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88261	7/2/2014	RECORDED BOOKS, LLC	BOOKS ON CD	146.10	Library
88425	7/17/2014	US BANK	VISA- COSTCO	141.23	Library
88509	7/28/2014	BAKER & TAYLOR	BOOKS-LIBRARY	116.76	Library
88251	7/2/2014	MIDWEST TAPE	DVD'S-LIBRARY	106.70	Library
88075	6/18/2014	RECORDED BOOKS, LLC	BOOKS ON CD	103.32	Library
88425	7/17/2014	US BANK	VISA- USPS	88.97	Library
88526	7/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	86.62	Library
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	84.82	Library
88575	7/29/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	76.99	Library
88251	7/2/2014	MIDWEST TAPE	DVD'S-LIBRARY	74.02	Library
88075	6/18/2014	RECORDED BOOKS, LLC	BOOKS ON CD	56.90	Library
88589	7/29/2014	RECORDED BOOKS, LLC	E-BOOKS	56.90	Library
88589	7/29/2014	RECORDED BOOKS, LLC	E-BOOKS	56.90	Library
88589	7/29/2014	RECORDED BOOKS, LLC	E-BOOKS	56.90	Library
88073	6/18/2014	RANDOM HOUSE, INC.	BOOKS ON CD	54.50	Library
88057	6/18/2014	MIDWEST TAPE	DVD'S-LIBRARY	47.68	Library
88384	7/16/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	47.17	Library
88589	7/29/2014	RECORDED BOOKS, LLC	BOOKS ON CD	45.34	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	41.29	Library
88043	6/18/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	38.67	Library
88589	7/29/2014	RECORDED BOOKS, LLC	E-BOOKS	37.98	Library
88589	7/29/2014	RECORDED BOOKS, LLC	E-BOOKS	36.89	Library
88043	6/18/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	32.84	Library
88526	7/28/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	30.39	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	29.14	Library
88402	7/16/2014	RECORDED BOOKS, LLC	E-BOOKS	27.95	Library
88043	6/18/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	27.20	Library
88394	7/16/2014	MIDWEST TAPE	DVD'S-LIBRARY	26.34	Library
88384	7/16/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	25.24	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	22.78	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	20.65	Library
88075	6/18/2014	RECORDED BOOKS, LLC	E-BOOKS	19.99	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	18.75	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.93	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.93	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	17.89	Library
88509	7/28/2014	BAKER & TAYLOR	BOOKS-LIBRARY	14.64	Library



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88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	14.62	Library
88238	7/2/2014	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	14.54	Library
88075	6/18/2014	RECORDED BOOKS, LLC	E-BOOKS	13.99	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	13.42	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	12.84	Library
88261	7/2/2014	RECORDED BOOKS, LLC	E-BOOKS	12.53	Library
88333	7/15/2014	BAKER & TAYLOR	BOOKS-LIBRARY	12.40	Library
88012	6/18/2014	BAKER & TAYLOR	BOOKS-LIBRARY	10.45	Library
88261	7/2/2014	RECORDED BOOKS, LLC	E-BOOKS	9.95	Library
88589	7/29/2014	RECORDED BOOKS, LLC	E-BOOKS	9.95	Library
88222	7/2/2014	BAKER & TAYLOR	BOOKS-LIBRARY	8.66	Library
88224	7/2/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- KNF01496	6.99	Library
88557	7/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	4.13	Library
<b>Total Amount for 77 Line Item(s) from Library</b>				<b>\$18,355.15</b>	

**LMD #22**

88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	112,815.70	LMD #22
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	64,805.03	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	45,457.19	LMD #22
88004	6/18/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	35,287.52	LMD #22
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	34,295.17	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	28,029.10	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	19,991.03	LMD #22
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	15,016.82	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,235.08	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,235.08	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	11,375.00	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	11,225.00	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	10,790.48	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	10,575.00	LMD #22
88158	6/25/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
88158	6/25/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	9,500.00	LMD #22
88004	6/18/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	7,312.17	LMD #22



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88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,759.64	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,759.64	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,466.40	LMD #22
88431	7/21/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	5,405.86	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,300.75	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,064.78	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,925.00	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,735.92	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,735.92	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,725.00	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.83	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.83	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,189.03	LMD #22
88010	6/18/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,185.24	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,107.00	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,687.50	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,417.00	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,029.77	LMD #22
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,985.97	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,873.83	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,873.83	LMD #22
88364	7/16/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,728.16	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,726.61	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,517.00	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,207.70	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,131.00	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,100.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,082.87	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,859.37	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,835.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,800.00	LMD #22



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88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,781.21	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,778.00	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,727.50	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,675.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,567.00	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,500.00	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,390.91	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,204.40	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,204.40	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,140.79	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,140.00	LMD #22
88010	6/18/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,111.37	LMD #22
88010	6/18/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	1,078.98	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,000.00	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	988.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	976.27	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	925.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	921.65	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	916.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	867.50	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	832.71	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	620.83	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	609.00	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	561.83	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	544.28	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	541.84	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	531.64	LMD #22
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	457.50	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	449.85	LMD #22
88158	6/25/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	400.00	LMD #22
88563	7/29/2014	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	398.00	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	395.00	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	387.94	LMD #22

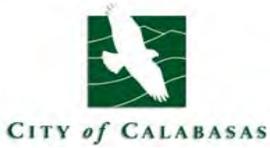


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88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	375.00	LMD #22
88364	7/16/2014	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	330.00	LMD #22
88158	6/25/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	320.00	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	307.56	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	307.50	LMD #22
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	300.00	LMD #22
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	294.11	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	280.94	LMD #22
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	276.85	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	270.08	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	255.66	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	252.44	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	239.09	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	234.25	LMD #22
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	213.45	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	209.96	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	196.25	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	182.10	LMD #22
88410	7/16/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	164.82	LMD #22
88084	6/18/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	152.31	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	150.00	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	147.72	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	117.78	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	114.83	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	104.17	LMD #22
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	93.20	LMD #22
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.00	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.00	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	88.19	LMD #22
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	82.75	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	80.98	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	80.82	LMD #22
88488	7/22/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	79.65	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	77.31	LMD #22
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	70.52	LMD #22
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	70.22	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	68.56	LMD #22



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88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	66.14	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	61.18	LMD #22
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.85	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	51.42	LMD #22
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	51.18	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	49.06	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	47.56	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	38.14	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	36.38	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	28.28	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	20.39	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	18.74	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	15.85	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	14.57	LMD #22
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	12.70	LMD #22
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	9.37	LMD #22
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	7.28	LMD #22
<b>Total Amount for 148 Line Item(s) from LMD #22</b>				<b>\$659,708.06</b>	

## LMD #24

88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,416.23	LMD #24
88271	7/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
88092	6/18/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,100.00	LMD #24
88092	6/18/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,500.00	LMD #24
88271	7/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,500.00	LMD #24
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,320.00	LMD #24
88159	6/25/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	750.00	LMD #24
88092	6/18/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	610.00	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	609.00	LMD #24
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	517.10	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	477.60	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	477.00	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	426.00	LMD #24
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	401.99	LMD #24
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	350.00	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	306.00	LMD #24



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88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	278.00	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	278.00	LMD #24
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	255.00	LMD #24
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	108.52	LMD #24
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	107.93	LMD #24
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	5.04	LMD #24
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	0.90	LMD #24
<b>Total Amount for 23 Line Item(s) from LMD #24</b>				<b>\$34,547.55</b>	
<b><u>LMD #27</u></b>					
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.00	LMD #27
88271	7/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	900.00	LMD #27
88052	6/18/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	860.26	LMD #27
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	640.00	LMD #27
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	619.00	LMD #27
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #27
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #27
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #27
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	170.32	LMD #27
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	132.40	LMD #27
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	27.99	LMD #27
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.23	LMD #27
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	1.26	LMD #27
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	0.23	LMD #27
<b>Total Amount for 15 Line Item(s) from LMD #27</b>				<b>\$7,166.83</b>	
<b><u>LMD #32</u></b>					
88271	7/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.71	LMD #32
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.23	LMD #32
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	50.93	LMD #32
88429	7/21/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	10.47	LMD #32
88007	6/18/2014	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	8.14	LMD #32
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	1.25	LMD #32
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	0.23	LMD #32



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<b>Total Amount for 7 Line Item(s) from LMD #32</b>				<b>\$1,925.96</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	27,299.31	LMD 22 - Common Benefit Area
88392	7/16/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,361.25	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,361.25	LMD 22 - Common Benefit Area
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	8,527.88	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	6,468.00	LMD 22 - Common Benefit Area
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,552.17	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,552.17	LMD 22 - Common Benefit Area
88440	7/21/2014	JORDAN GILBERT & BAIN	ARCHITECTURAL SERVICES	4,870.37	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,765.35	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,345.75	LMD 22 - Common Benefit Area
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,007.32	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,007.32	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,730.00	LMD 22 - Common Benefit Area
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,388.33	LMD 22 - Common Benefit Area
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,355.39	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,355.39	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,206.28	LMD 22 - Common Benefit Area
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,079.49	LMD 22 - Common Benefit Area
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,907.30	LMD 22 - Common Benefit Area
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,821.98	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,821.98	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,602.55	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,533.50	LMD 22 - Common Benefit Area
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,511.95	LMD 22 - Common Benefit Area
88056	6/18/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	1,447.52	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,316.00	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,226.98	LMD 22 - Common Benefit Area
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	860.43	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	859.92	LMD 22 - Common Benefit Area
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	836.00	LMD 22 - Common Benefit Area
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	833.64	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	820.38	LMD 22 - Common Benefit Area



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88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	810.00	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	798.00	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	745.00	LMD 22 - Common Benefit Area
88093	6/18/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	677.45	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	677.45	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	646.60	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	630.00	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	588.45	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	537.00	LMD 22 - Common Benefit Area
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	502.86	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	468.20	LMD 22 - Common Benefit Area
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	459.65	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	438.99	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	322.41	LMD 22 - Common Benefit Area
88453	7/21/2014	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	315.75	LMD 22 - Common Benefit Area
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	280.84	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	255.00	LMD 22 - Common Benefit Area
88030	6/18/2014	DNA ELECTRIC	ELECTRICAL REPAIRS	209.58	LMD 22 - Common Benefit Area
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	194.53	LMD 22 - Common Benefit Area
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	189.16	LMD 22 - Common Benefit Area
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	186.22	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	130.25	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	96.41	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	79.00	LMD 22 - Common Benefit Area
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	61.02	LMD 22 - Common Benefit Area
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	47.85	LMD 22 - Common Benefit Area
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	8.62	LMD 22 - Common Benefit Area
<b>Total Amount for 60 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$144,489.44</b>	

**Media Operations**

88240	7/2/2014	INSIGHT PUBLIC SECTOR	COMPUTER SOFTWARE	10,092.60	Media Operations
88282	7/8/2014	GRANICUS INC.	WEB ARCHIVING SERVICE	3,292.50	Media Operations
88371	7/16/2014	CDW GOVERNMENT INC	BATTERY PACK	2,407.81	Media Operations
88303	7/9/2014	INSIGHT PUBLIC SECTOR	COMPUTER SOFTWARE	2,196.52	Media Operations
88418	7/16/2014	VERIZON WIRELESS	TELEPHONE SERVICE	1,973.72	Media Operations
88396	7/16/2014	NICKERSON/LAURA//	CTV HOST SERVICES	1,875.00	Media Operations

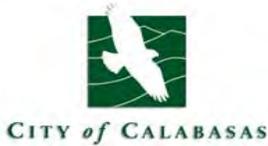


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88094	6/18/2014	VERIZON WIRELESS	TELEPHONE SERVICE	1,756.85	Media Operations
88425	7/17/2014	US BANK	VISA- PRISTINE SCREENS	1,364.18	Media Operations
88349	7/15/2014	NICKERSON/LAURA//	CTV HOST SERVICES	1,200.00	Media Operations
88363	7/16/2014	AT&T	TELEPHONE SERVICE	1,089.23	Media Operations
88409	7/16/2014	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	965.00	Media Operations
88586	7/29/2014	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	945.00	Media Operations
88156	6/25/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	933.20	Media Operations
88132	6/25/2014	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
88413	7/16/2014	TELECOMMUNICATIONS MANAGEMENT	CTV CONSULTING SERVICES	750.00	Media Operations
88524	7/28/2014	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
88156	6/25/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	707.29	Media Operations
88156	6/25/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	707.29	Media Operations
88156	6/25/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	707.29	Media Operations
88256	7/2/2014	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	588.00	Media Operations
88229	7/2/2014	CLIENTFIRST CONSULTING GRP LLC	IT CONSULTING SERVICES	525.00	Media Operations
88244	7/2/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
88531	7/28/2014	KEY INFORMATION SYSTEMS, INC.	T-1 LINE MONTHLY FEE	484.53	Media Operations
88156	6/25/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	444.70	Media Operations
88393	7/16/2014	MEGAPATH CORPORATION	DSL SERVICE	443.65	Media Operations
88090	6/18/2014	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
88491	7/22/2014	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
88243	7/2/2014	JOSEPH RECHTMAN ADVERTISING	CTV HATS	354.00	Media Operations
88438	7/21/2014	FRONT SIDE SOLUTIONS, INC.	AMX PROGRAM SUPPORT	330.00	Media Operations
88425	7/17/2014	US BANK	VISA- SCAN NATOA	300.00	Media Operations
88098	6/18/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	214.00	Media Operations
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	183.33	Media Operations
88425	7/17/2014	US BANK	VISA- AMAZON.COM	172.55	Media Operations
88425	7/17/2014	US BANK	VISA- HOSTGATOR.COM	138.61	Media Operations
88493	7/22/2014	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	88.66	Media Operations
88108	6/25/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88108	6/25/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88108	6/25/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88108	6/25/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88108	6/25/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88427	7/21/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88427	7/21/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88427	7/21/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations



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88427	7/21/2014	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
88425	7/17/2014	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
88568	7/29/2014	AT&T MOBILITY	TELEPHONE SERVICE	45.66	Media Operations
88115	6/25/2014	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
88119	6/25/2014	CALIFORNIA RECYCLES	BATTERY RECYCLING	40.00	Media Operations
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	27.87	Media Operations
88425	7/17/2014	US BANK	VISA- MICROSOFT	26.10	Media Operations
88425	7/17/2014	US BANK	VISA- AOL SERVICE	20.99	Media Operations
88425	7/17/2014	US BANK	VISA- DODGER TICKETS	20.00	Media Operations
88425	7/17/2014	US BANK	VISA- AMAZON.COM	19.06	Media Operations
88425	7/17/2014	US BANK	VISA- RALPHS	12.21	Media Operations
88425	7/17/2014	US BANK	VISA- NETOBJECTS.COM	9.95	Media Operations
88156	6/25/2014	TELECOM LAW FIRM, P.C.	TELECOMM CONSULT SVCS	7.10	Media Operations
<b>Total Amount for 56 Line Item(s) from Media Operations</b>				<b>\$40,830.29</b>	

## Non-Departmental

88335	7/15/2014	CALIFORNIA JPIA	ALL RISK PROPERTY INSURANCE	24,586.00	Non-Departmental
88253	7/2/2014	MS CONSTRUCTION	CDBG RES REHAB- KERN	9,006.00	Non-Departmental
88254	7/2/2014	MS CONSTRUCTION	CDBG RES REHAB- AZUS	7,623.00	Non-Departmental
88045	6/18/2014	IRON MOUNTAIN	STORAGE SERVICES	4,523.64	Non-Departmental
88335	7/15/2014	CALIFORNIA JPIA	POLLUTION INSURANCE FY 14/15	3,641.00	Non-Departmental
88344	7/15/2014	IRON MOUNTAIN	STORAGE SERVICES	3,466.89	Non-Departmental
88317	7/9/2014	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
88352	7/15/2014	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental
88114	6/25/2014	ART SOUP LA	ART RENTAL	2,351.13	Non-Departmental
88061	6/18/2014	NEOFUNDS BY NEOPOST	POSTAGE	2,000.00	Non-Departmental
88425	7/17/2014	US BANK	VISA- STORAGE ETC	1,925.00	Non-Departmental
88470	7/22/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	1,792.50	Non-Departmental
88399	7/16/2014	PMC	HOUSING REHAB SERVICES	1,743.75	Non-Departmental
88070	6/18/2014	PMC	HOUSING REHAB SERVICES	1,543.75	Non-Departmental
88246	7/2/2014	LEADTECH ENVIRONMENTAL INC.	ASBESTOS INSPECTIONS	1,185.00	Non-Departmental
88338	7/15/2014	COUNTY OF LOS ANGELES	LAFCO ANNUAL DUES FY 14/15	976.61	Non-Departmental
88016	6/18/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental
88336	7/15/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental
88425	7/17/2014	US BANK	VISA- COSTCO	630.92	Non-Departmental
88246	7/2/2014	LEADTECH ENVIRONMENTAL INC.	LEAD PAINT INSPECTIONS	620.00	Non-Departmental



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88470	7/22/2014	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	525.15	Non-Departmental
88225	7/2/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
88561	7/28/2014	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
88194	7/1/2014	MAILFINANCE	POSTAGE METER LEASE	451.68	Non-Departmental
88161	6/25/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	418.00	Non-Departmental
88113	6/25/2014	ARROWHEAD	WATER SERVICE	412.70	Non-Departmental
88356	7/15/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	372.73	Non-Departmental
88560	7/28/2014	ARROWHEAD	WATER SERVICE	344.76	Non-Departmental
88425	7/17/2014	US BANK	VISA- COSTCO	325.72	Non-Departmental
88212	7/1/2014	U.S. POSTAL SERVICE	BUS REPLY PERMIT FEE - #55000	220.00	Non-Departmental
88425	7/17/2014	US BANK	VISA- COFFEE WHOLESALE USA	179.60	Non-Departmental
88425	7/17/2014	US BANK	VISA- AMAZON.COM	169.61	Non-Departmental
88324	7/9/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	168.84	Non-Departmental
88024	6/18/2014	CR PRINT	BUSINESS CARDS	119.36	Non-Departmental
88296	7/9/2014	CR PRINT	BUSINESS CARDS	117.18	Non-Departmental
88425	7/17/2014	US BANK	VISA- RALPHS	103.28	Non-Departmental
88098	6/18/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	48.67	Non-Departmental
88425	7/17/2014	US BANK	VISA- KING PETERSON	29.33	Non-Departmental
88373	7/16/2014	CONEJO AWARDS	NAME BADGES	13.98	Non-Departmental
88128	6/25/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	11.72	Non-Departmental
88341	7/15/2014	FEDERAL EXPRESS CORP.	COURIER SERVICE	9.11	Non-Departmental
<b>Total Amount for 41 Line Item(s) from Non-Departmental</b>				<b>\$79,792.13</b>	
<b>Payroll</b>					
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	4,279.94	Payroll
88235	7/2/2014	GROVEMAN/BARRY//	HEALTH INS REIMB (RETIREE)	2,065.50	Payroll
88237	7/2/2014	HILL/BOB//	HEALTH INS REIMB (RETIREE)	1,843.38	Payroll
88233	7/2/2014	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	1,789.26	Payroll
88274	7/2/2014	WASHBURN/DENNIS//	HEALTH INS REIMB (RETIREE)	1,769.82	Payroll
88248	7/2/2014	LOPATA/MARVIN//	HEALTH INS REIMB (RETIREE)	1,769.82	Payroll
88226	7/2/2014	CATE/CHARLES R.//	HEALTH INS REIMB (RETIREE)	1,769.82	Payroll
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	921.60	Payroll
88066	6/18/2014	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- JUL 14	72.00	Payroll
<b>Total Amount for 9 Line Item(s) from Payroll</b>				<b>\$16,281.14</b>	



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<b>Police / Fire / Safety</b>					
88137	6/25/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAY 2014	334,670.12	Police / Fire / Safety
88388	7/16/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUN 2014	334,670.12	Police / Fire / Safety
88189	7/1/2014	L.A. CO. FIRE DEPARTMENT	ANNUAL PAYMENT FY 14/15	20,810.00	Police / Fire / Safety
88137	6/25/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAY 2014	15,104.67	Police / Fire / Safety
88388	7/16/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- JUN 2014	15,104.67	Police / Fire / Safety
88136	6/25/2014	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- MAY 2014	7,057.46	Police / Fire / Safety
88579	7/29/2014	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JUN 2014	5,058.26	Police / Fire / Safety
88137	6/25/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,227.94	Police / Fire / Safety
88444	7/21/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	4,227.89	Police / Fire / Safety
88137	6/25/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,594.47	Police / Fire / Safety
88137	6/25/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,823.58	Police / Fire / Safety
88580	7/29/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,823.58	Police / Fire / Safety
88580	7/29/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	1,268.22	Police / Fire / Safety
88137	6/25/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	911.79	Police / Fire / Safety
88580	7/29/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	911.79	Police / Fire / Safety
88345	7/15/2014	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	237.83	Police / Fire / Safety
88580	7/29/2014	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	70.06	Police / Fire / Safety
88582	7/29/2014	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	24.75	Police / Fire / Safety
<b>Total Amount for 18 Line Item(s) from Police / Fire / Safety</b>				<b>\$750,597.20</b>	
<b>Public Safety &amp; Emergency Preparedness</b>					
88406	7/16/2014	SHIPPING CONTAINER DEPOT	EMERGENCY SUPPLY CACHE	2,652.50	Public Safety & Emergency Preparedness
88425	7/17/2014	US BANK	VISA- MACKAY COMMUNICATION	285.60	Public Safety & Emergency Preparedness
<b>Total Amount for 2 Line Item(s) from Public Safety &amp; Emergency Preparedness</b>				<b>\$2,938.10</b>	
<b>Public Works</b>					
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SMART	46,810.89	Public Works
88571	7/29/2014	COUNTY OF LOS ANGELES	SEWER UPGRADE PROJECT	25,827.21	Public Works
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	17,084.97	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,388.94	Public Works
88457	7/21/2014	RBF CONSULTING	WATERSHED CONSULTING	15,034.19	Public Works
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	13,394.26	Public Works
88134	6/25/2014	INNOVATIVE ELECTRIC INC	SMART IRRIGATION REPAIR	12,321.51	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	12,150.00	Public Works



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88042	6/18/2014	HTS, INC.	STORM DRAIN SERVICES	10,600.00	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	10,032.61	Public Works
88527	7/28/2014	INNOVATIVE ELECTRIC INC	SMART IRRIGATION REPAIR	9,857.20	Public Works
88513	7/28/2014	CITY OF LOS ANGELES- PW	RIVER WATERSHED MGMT PROGRAM	9,301.50	Public Works
88074	6/18/2014	RBF CONSULTING	WATERSHED CONSULTING SVCS	8,959.88	Public Works
88439	7/21/2014	G I INDUSTRIES	USED OIL RECYCLING PROGRAM	8,335.86	Public Works
88271	7/2/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,307.96	Public Works
88107	6/25/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	6,848.39	Public Works
88570	7/29/2014	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,678.21	Public Works
88395	7/16/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	6,662.45	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	6,525.00	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	5,475.00	Public Works
88052	6/18/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	5,454.35	Public Works
88004	6/18/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	5,267.26	Public Works
88107	6/25/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	5,129.00	Public Works
88581	7/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,890.00	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,525.00	Public Works
88590	7/29/2014	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	4,493.75	Public Works
88590	7/29/2014	WILLDAN ASSOCIATES INC.	CIVIL PLAN CHECK	4,313.75	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	4,175.00	Public Works
88123	6/25/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	3,983.83	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	3,875.00	Public Works
88135	6/25/2014	KOA CORPORATION	CALABASAS ON-CALL SERVICES	3,437.28	Public Works
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	3,407.71	Public Works
88327	7/9/2014	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,190.00	Public Works
88558	7/28/2014	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,640.00	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	2,497.75	Public Works
88270	7/2/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,324.58	Public Works
88326	7/9/2014	WAUSAU TILE INC.	RECYCLING CONTAINERS	2,175.97	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,175.00	Public Works
88328	7/9/2014	WILLDAN ASSOCIATES INC.	GRADING & HYDROLOGY REVIEW	2,087.50	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,875.00	Public Works
88328	7/9/2014	WILLDAN ASSOCIATES INC.	CIVIL PLAN CHECK	1,786.25	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,633.00	Public Works
88046	6/18/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,620.00	Public Works
88476	7/22/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,620.00	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,538.50	Public Works



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88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,536.90	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,520.00	Public Works
88463	7/21/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,512.10	Public Works
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,387.06	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,193.25	Public Works
88258	7/2/2014	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
88397	7/16/2014	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
88540	7/28/2014	ORTIZ/JOEL//	CONSULTING SERVICES	1,120.00	Public Works
88062	6/18/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,080.00	Public Works
88241	7/2/2014	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,080.00	Public Works
88563	7/29/2014	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	1,075.00	Public Works
88052	6/18/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,065.39	Public Works
88358	7/16/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	1,023.57	Public Works
88395	7/16/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,023.00	Public Works
88504	7/28/2014	ACORN NEWSPAPER	LEGAL ADVERTISING	1,008.00	Public Works
88064	6/18/2014	ORTIZ/JOEL//	CONSULTING SERVICES	980.00	Public Works
88522	7/28/2014	GOKTAPEH/HALI AZIZ//	CONSULTING SERVICES	930.00	Public Works
88425	7/17/2014	US BANK	VISA- HILTON GARDEN	908.32	Public Works
88092	6/18/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	900.00	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	875.00	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	875.00	Public Works
88148	6/25/2014	RAINBOW SIGNS INC	RECYCLING SIGNS	866.55	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	848.00	Public Works
88080	6/18/2014	SALGUERO/BRYAN//	CONSULTING SERVICES	840.00	Public Works
88039	6/18/2014	GOKTAPEH/HALI AZIZ//	ENGINEER CONSULTING	840.00	Public Works
88234	7/2/2014	GOKTAPEH/HALI AZIZ//	ENGINEER CONSULTING	840.00	Public Works
88264	7/2/2014	SALGUERO/BRYAN//	CONSULTING SERVICES	840.00	Public Works
88381	7/16/2014	GOKTAPEH/HALI AZIZ//	CONSULTING SERVICES	840.00	Public Works
88403	7/16/2014	SALGUERO/BRYAN//	CONSULTING SERVICES	757.50	Public Works
88414	7/16/2014	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	749.00	Public Works
88546	7/28/2014	SALGUERO/BRYAN//	CONSULTING SERVICES	735.00	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	732.80	Public Works
88092	6/18/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	715.79	Public Works
88123	6/25/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	715.27	Public Works
88150	6/25/2014	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	702.00	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	685.00	Public Works
88425	7/17/2014	US BANK	VISA- WW GRAINGER	577.50	Public Works



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88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	577.37	Public Works
88062	6/18/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	550.00	Public Works
88464	7/21/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	550.00	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	547.00	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	542.00	Public Works
88468	7/22/2014	ARC	COPY/PRINTING SERVICE	525.95	Public Works
88108	6/25/2014	ACORN NEWSPAPER	WATERSHED ADVERTISING	504.42	Public Works
88108	6/25/2014	ACORN NEWSPAPER	WATERSHED ADVERTISING	504.42	Public Works
88426	7/21/2014	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	499.00	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	477.00	Public Works
88425	7/17/2014	US BANK	VISA- LA PAZ RESTAURANT	467.00	Public Works
88092	6/18/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	450.00	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	437.50	Public Works
88395	7/16/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	397.50	Public Works
88495	7/22/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	390.00	Public Works
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	389.44	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	381.00	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	375.00	Public Works
88328	7/9/2014	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	355.00	Public Works
88163	6/25/2014	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	355.00	Public Works
88144	6/25/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	350.00	Public Works
88590	7/29/2014	WILLDAN ASSOCIATES INC.	GRADING & HYDROLOGY REVIEW	350.00	Public Works
88590	7/29/2014	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	350.00	Public Works
88160	6/25/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	330.00	Public Works
88425	7/17/2014	US BANK	VISA- AMAZON.COM	310.56	Public Works
88005	6/18/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
88005	6/18/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
88005	6/18/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
88427	7/21/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
88427	7/21/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
88427	7/21/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	295.00	Public Works
88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	285.02	Public Works
88563	7/29/2014	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	275.00	Public Works
88514	7/28/2014	COUNTY OF LOS ANGELES	DRAIN TRANSFER FEES	219.00	Public Works
88231	7/2/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	204.73	Public Works



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88417	7/16/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	200.00	Public Works
88144	6/25/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	195.00	Public Works
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	179.25	Public Works
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	168.93	Public Works
88273	7/2/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	165.54	Public Works
88389	7/16/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	154.14	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	150.00	Public Works
88425	7/17/2014	US BANK	VISA- PEDALERS FORK	150.00	Public Works
88425	7/17/2014	US BANK	VISA- HOME DEPOT	140.58	Public Works
88425	7/17/2014	US BANK	VISA- GELSONS MARKET	140.30	Public Works
88062	6/18/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	135.00	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	135.00	Public Works
88415	7/16/2014	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	125.00	Public Works
88395	7/16/2014	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	120.00	Public Works
88112	6/25/2014	ARC	COPY/PRINTING SERVICE	103.23	Public Works
88058	6/18/2014	MOBILE ONE ENTERPRISES	GRAFITTI REMOVAL	90.00	Public Works
88425	7/17/2014	US BANK	VISA- DODGER STADIUM	80.75	Public Works
88425	7/17/2014	US BANK	VISA- BATTERY SOLUTIONS	79.99	Public Works
88425	7/17/2014	US BANK	VISA- MARMALADE CAFE	77.31	Public Works
88425	7/17/2014	US BANK	VISA- CALABASAS CLEANERS	64.00	Public Works
88091	6/18/2014	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	60.00	Public Works
88556	7/28/2014	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	45.00	Public Works
88581	7/29/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	44.49	Public Works
88557	7/28/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	39.13	Public Works
88094	6/18/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
88418	7/16/2014	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	Public Works
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	36.16	Public Works
88425	7/17/2014	US BANK	VISA- DODGER TICKETS	35.00	Public Works
88425	7/17/2014	US BANK	VISA- VIKTOR BENES	34.90	Public Works
88425	7/17/2014	US BANK	VISA- AMAZON.COM	25.66	Public Works
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	25.00	Public Works
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	25.00	Public Works
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	14.12	Public Works
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	7.50	Public Works
88005	6/18/2014	ACORN NEWSPAPER	RECYCLING ADVERTISING	-302.82	Public Works



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<b>Total Amount for 154 Line Item(s) from Public Works</b>				<b>\$387,646.02</b>	
<b><u>Recoverable / Refund / Liability</u></b>					
88279	7/8/2014	ABSOLUTE	RELEASE OF BOND CIP #07-08-12	46,288.15	Recoverable / Refund / Liability
88087	6/18/2014	TAFT ELECTRIC COMPANY	TRAFFIC SIGNALS RETENTION	10,937.17	Recoverable / Refund / Liability
88020	6/18/2014	COHEN-CUTLER/ANDREW//	EMPLOYEE COMPUTER LOAN	2,508.93	Recoverable / Refund / Liability
88481	7/22/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,530.87	Recoverable / Refund / Liability
88284	7/8/2014	MELILI/TALLY//	REFUND PLANNING PERMIT	1,112.22	Recoverable / Refund / Liability
88066	6/18/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	1,107.72	Recoverable / Refund / Liability
88197	7/1/2014	MS CONSTRUCTION	CDBG RES REHAB- KERN (RET)	900.60	Recoverable / Refund / Liability
88477	7/22/2014	K-MARS INC	REFUND BUILDING PERMIT	879.34	Recoverable / Refund / Liability
88339	7/15/2014	DEPARTMENT OF CONSERVATION	2ND QUARTER 2014 SMIP FEE	841.81	Recoverable / Refund / Liability
88196	7/1/2014	MS CONSTRUCTION	CDBG RES REHAB- AZUS (RET)	762.30	Recoverable / Refund / Liability
88199	7/1/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	734.11	Recoverable / Refund / Liability
88351	7/15/2014	ROSS MORGAN & CO., INC.	OVERPAYMENT OF WATER SERVICE	652.95	Recoverable / Refund / Liability
88085	6/18/2014	SOUZA/JACQUELINE//	REFUND BUILDING PERMIT	450.32	Recoverable / Refund / Liability
88334	7/15/2014	CALIFORNIA BUILDING STANDARDS	2ND QTR 2014 GREEN BLDG FEES	354.60	Recoverable / Refund / Liability
88201	7/1/2014	RAVO/MELISSA//	RECREATION REFUND	300.00	Recoverable / Refund / Liability
88033	6/18/2014	ECMC	WAGE GARNISHMENT- 6/13/14	273.54	Recoverable / Refund / Liability
88179	7/1/2014	ECMC	WAGE GARNISHMENT- 6/27/14	273.54	Recoverable / Refund / Liability
88340	7/15/2014	ECMC	WAGE GARNISHMENT- 7/11/14	273.54	Recoverable / Refund / Liability
88471	7/22/2014	CORBY/TRICIA//	RECREATION REFUND	240.00	Recoverable / Refund / Liability
88550	7/28/2014	STERN/CASEY//	RECREATION REFUND	208.00	Recoverable / Refund / Liability
88036	6/18/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 6/13/14	184.62	Recoverable / Refund / Liability
88181	7/1/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 6/27/14	184.62	Recoverable / Refund / Liability
88343	7/15/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 7/11/14	184.62	Recoverable / Refund / Liability
88285	7/8/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	182.49	Recoverable / Refund / Liability
88035	6/18/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 6/13/14	169.32	Recoverable / Refund / Liability
88013	6/18/2014	BOWMAN/MEGHAN//	RECREATION REFUND	150.00	Recoverable / Refund / Liability
88066	6/18/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	145.18	Recoverable / Refund / Liability
88200	7/1/2014	POPE/GINA//	RECREATION REFUND	144.00	Recoverable / Refund / Liability
88283	7/8/2014	LEE/ JANET//	RECREATION REFUND	120.00	Recoverable / Refund / Liability
88480	7/22/2014	OXMAN/ELYSE//	RECREATION REFUND	120.00	Recoverable / Refund / Liability
88202	7/1/2014	REED/JASON//	RECREATION REFUND	105.00	Recoverable / Refund / Liability
88169	7/1/2014	BURMAN/MARIFER//	RECREATION REFUND	105.00	Recoverable / Refund / Liability
88059	6/18/2014	MOGUSH/NOELLE//	RECREATION REFUND	100.00	Recoverable / Refund / Liability



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88354	7/15/2014	SVENSSON/CHRISTINE//	RECREATION REFUND	100.00	Recoverable / Refund / Liability
88332	7/15/2014	ANDERSON/ANASTASIA//	REFUND SUMMER BUS PASS	100.00	Recoverable / Refund / Liability
88031	6/18/2014	DOODKEVITCH/TALY//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88486	7/22/2014	SHABBOU/ROYA//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88500	7/22/2014	ZAMANI/MICHELLE//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88519	7/28/2014	FREEMAN/MICHELLE//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88523	7/28/2014	GOLDIN/JOE//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88517	7/28/2014	FEE/JENNY//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88515	7/28/2014	DISHAKJIAN/TANIA//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88547	7/28/2014	SHABBOU/ROYA//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
88285	7/8/2014	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	92.28	Recoverable / Refund / Liability
88187	7/1/2014	JHAVERI/TUTI//	RECREATION REFUND	90.00	Recoverable / Refund / Liability
88215	7/1/2014	ZHENG/LUCY//	RECREATION REFUND	90.00	Recoverable / Refund / Liability
88204	7/1/2014	ROUSE-WILLIS/KELLY//	RECREATION REFUND	85.00	Recoverable / Refund / Liability
88177	7/1/2014	DRAWDY/MICHAEL//	RECREATION REFUND	84.00	Recoverable / Refund / Liability
88072	6/18/2014	QUANTUM SOLAR DESIGN, INC.	REFUND BUILDING PERMIT	77.50	Recoverable / Refund / Liability
88182	7/1/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 6/27/14	72.96	Recoverable / Refund / Liability
88213	7/1/2014	VOOGHT/ AN DE//	RECREATION REFUND	72.00	Recoverable / Refund / Liability
88185	7/1/2014	GUTIERREZ/RUTH//	RECREATION REFUND	72.00	Recoverable / Refund / Liability
88188	7/1/2014	KING/CHRISTIANE//	RECREATION REFUND	72.00	Recoverable / Refund / Liability
88348	7/15/2014	MARX/ ANGELIQUE//	RECREATION REFUND	72.00	Recoverable / Refund / Liability
88516	7/28/2014	ELLESCAS/ERIN//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
88350	7/15/2014	PROGRESSIVE BUSINESS CORP	OVERPAYMENT BUILDING PERMIT	54.00	Recoverable / Refund / Liability
88551	7/28/2014	SVENSSON/CHRISTINE//	RECREATION REFUND	50.00	Recoverable / Refund / Liability
88086	6/18/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 6/13/14	46.15	Recoverable / Refund / Liability
88210	7/1/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 6/27/14	46.15	Recoverable / Refund / Liability
88353	7/15/2014	STATE DISBURSMENT	WAGE GARNISHMENT- 7/11/14	46.15	Recoverable / Refund / Liability
88174	7/1/2014	DIAMOND/SHERRI BLUMENTHAL//	RECREATION REFUND	45.00	Recoverable / Refund / Liability
88183	7/1/2014	GREENE/PAT//	RECREATION REFUND	45.00	Recoverable / Refund / Liability
88346	7/15/2014	LANG/GERRI//	RECREATION REFUND	45.00	Recoverable / Refund / Liability
88055	6/18/2014	MAMARA/JAMES VINCENT//	REFUND BUILDING PERMIT	41.20	Recoverable / Refund / Liability
88205	7/1/2014	ROYSNER/JERI//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
88190	7/1/2014	LANDON/ANNE//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
88545	7/28/2014	ROYSNER/JERI//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
88342	7/15/2014	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 7/11/14	35.29	Recoverable / Refund / Liability
88195	7/1/2014	MARTIN/ERIKA//	RECREATION REFUND	35.00	Recoverable / Refund / Liability
88347	7/15/2014	LEE/ JANET//	RECREATION REFUND	25.00	Recoverable / Refund / Liability



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88357	7/15/2014	WASHBURNE/PATRICE//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
88425	7/17/2014	US BANK	VISA- CVUSD	20.00	Recoverable / Refund / Liability
88172	7/1/2014	DEJAN/ROYA//	RECREATION REFUND	5.00	Recoverable / Refund / Liability
88281	7/8/2014	CHARLES HEFNER ARCHITECT	OVERPAYMENT PLANNING PERMIT	1.00	Recoverable / Refund / Liability
88254	7/2/2014	MS CONSTRUCTION	CDBG RES REHAB- AZUS	-762.30	Recoverable / Refund / Liability
88253	7/2/2014	MS CONSTRUCTION	CDBG RES REHAB- KERN	-900.60	Recoverable / Refund / Liability
<b>Total Amount for 76 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$73,449.34</b>	
<b><u>Senior Center Construction</u></b>					
88548	7/28/2014	SOUTHERN CALIFORNIA EDISON	METER INSTALLATION- SENIOR CTR	1,527.83	Senior Center Construction
88380	7/16/2014	GEODYNAMICS	SENIOR CENTER PRELIM REPORTS	150.00	Senior Center Construction
<b>Total Amount for 2 Line Item(s) from Senior Center Construction</b>				<b>\$1,677.83</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
88263	7/2/2014	S & T CONTRACTORS SVS, INC.	TREE DAMAGE T&SC- 12/9/13	5,000.00	Tennis & Swim Center
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,638.26	Tennis & Swim Center
88458	7/21/2014	REVOLT PRO MEDIA, INC.	T-SHIRTS- JULY 4TH FUN RUN	2,848.35	Tennis & Swim Center
88398	7/16/2014	PEAK ADVENTURES	RECREATION INSTRUCTOR	2,766.00	Tennis & Swim Center
88259	7/2/2014	PEAK ADVENTURES	RECREATION INSTRUCTOR	2,730.00	Tennis & Swim Center
88462	7/21/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	2,546.27	Tennis & Swim Center
88488	7/22/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,412.74	Tennis & Swim Center
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,186.41	Tennis & Swim Center
88482	7/22/2014	PEAK ADVENTURES	RECREATION INSTRUCTOR	1,995.00	Tennis & Swim Center
88126	6/25/2014	DEAN STEWART CONSTRUCTION	ROOF REPAIRS	1,750.00	Tennis & Swim Center
88323	7/9/2014	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	1,676.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- WW GRAINGER	1,675.34	Tennis & Swim Center
88292	7/9/2014	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	1,628.00	Tennis & Swim Center
88211	7/1/2014	TEAM PLAY EVENTS	ENTERTAINMENT- SPLASH PARTY	1,222.00	Tennis & Swim Center
88295	7/9/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	1,083.85	Tennis & Swim Center
88559	7/28/2014	A RENTAL CONNECTION	EQUIPMENT RENTAL- JULY 4TH	984.00	Tennis & Swim Center
88441	7/21/2014	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	957.09	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- ORIENTAL TRADING CO	940.39	Tennis & Swim Center
88076	6/18/2014	REVOLT PRO MEDIA, INC.	MEDALS- JULY 4TH FUN RUN	919.64	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- ORIENTAL TRADING CO	917.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- PATIO EXPERTS	916.72	Tennis & Swim Center



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88588	7/29/2014	PRITCHARD/CHRISTINA LOUISE//	LAKESIDE FUN RUN AWARDS	900.00	Tennis & Swim Center
88167	7/1/2014	AWESOME EVENTS INC	ENTERTAINMENT- SPLASH PARTY	895.00	Tennis & Swim Center
88542	7/28/2014	QUALITY PARKING SERVICE, INC	PARKING SERVICE- JULY 4TH	893.00	Tennis & Swim Center
88214	7/1/2014	ZEBRA ENTERTAINMENT & EVENTS	ENTERTAINMENT- SPLASH PARTY	830.00	Tennis & Swim Center
88022	6/18/2014	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	818.65	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- NATIONAL GYM SUPPLY	801.08	Tennis & Swim Center
88095	6/18/2014	VIEWPOINT EDUCATIONAL	POOL RENTAL	787.50	Tennis & Swim Center
88250	7/2/2014	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	747.75	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- LAKESHORE LEARNING	737.16	Tennis & Swim Center
88018	6/18/2014	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	697.63	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- HOME DEPOT	663.61	Tennis & Swim Center
88032	6/18/2014	DUMBELL MAN FITNESS EQUIPMENT	FITNESS EQUIPMENT	660.90	Tennis & Swim Center
88491	7/22/2014	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	610.70	Tennis & Swim Center
88044	6/18/2014	INNER-I ...SECURITY IN FOCUS	GATE REPAIR- T&SC	580.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- MICHAELS	571.85	Tennis & Swim Center
88370	7/16/2014	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	537.12	Tennis & Swim Center
88310	7/9/2014	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	522.60	Tennis & Swim Center
88337	7/15/2014	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	504.21	Tennis & Swim Center
88272	7/2/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	501.51	Tennis & Swim Center
88498	7/22/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	496.28	Tennis & Swim Center
88275	7/2/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	493.12	Tennis & Swim Center
88154	6/25/2014	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	485.01	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- OFFICE DEPOT	480.82	Tennis & Swim Center
88014	6/18/2014	CALABASAS PRINTING	FLYERS- JULY 4TH FUN RUN	474.15	Tennis & Swim Center
88419	7/16/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	467.83	Tennis & Swim Center
88325	7/9/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	461.51	Tennis & Swim Center
88276	7/2/2014	WELTER/FRANCES//	RECREATION INSTRUCTOR	461.30	Tennis & Swim Center
88099	6/18/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	442.54	Tennis & Swim Center
88097	6/18/2014	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	433.00	Tennis & Swim Center
88099	6/18/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	420.41	Tennis & Swim Center
88127	6/25/2014	DUMBELL MAN FITNESS EQUIPMENT	FITNESS EQUIPMENT	409.75	Tennis & Swim Center
88419	7/16/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	409.42	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- ARC SERVICES	405.00	Tennis & Swim Center
88155	6/25/2014	SWANK-MOTION PICTURES, INC.	DESPICABLE ME 2- MOVIE NIGHT	374.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- SPORT CHALET	365.44	Tennis & Swim Center
88563	7/29/2014	ACCURATE BACKFLOW TESTING	REPAIR-BACKFLOW DEVICE	365.00	Tennis & Swim Center
88029	6/18/2014	DIGITAL COLOR WORKS	TEEN BROCHURE	354.25	Tennis & Swim Center



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88162	6/25/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	316.10	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- RAINBOW RACING SYSTEMS	313.32	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- FRANKLINS HARDWARE	313.09	Tennis & Swim Center
88365	7/16/2014	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	305.50	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- VIVA WHOLESALE	305.50	Tennis & Swim Center
88489	7/22/2014	SWANK-MOTION PICTURES, INC.	E T - MOVIE NIGHT	299.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- SMART & FINAL	294.22	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- SUPER A CLEANERS	280.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- ON COURT OFF COURT	273.46	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- THOMPSON BUILDING	268.16	Tennis & Swim Center
88236	7/2/2014	GROVER HUFFMAN ELECTRONICS	SPEAKERS	260.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- DELL SALES	257.21	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- PATIO WORLD	246.18	Tennis & Swim Center
88275	7/2/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	235.03	Tennis & Swim Center
88157	6/25/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
88555	7/28/2014	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- CARAVAN CANOPY	221.64	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- KNORR SYSTEMS	216.22	Tennis & Swim Center
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	214.65	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- BARGAIN BALLOONS	196.72	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- LALALAND IMPORTS	179.99	Tennis & Swim Center
88260	7/2/2014	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	169.23	Tennis & Swim Center
88260	7/2/2014	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	167.42	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- OFFICE DEPOT	152.38	Tennis & Swim Center
88081	6/18/2014	SECURAL SECURITY CORP	SECURITY- THE EVENT	152.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- RALPHS	151.86	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- WESTLAKE FLORIST	146.20	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- VONS	145.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- LESLIES POOL SUPPLY	136.93	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- WRIST BAND CITY	129.90	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- PARTY AMERICA	126.68	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- PACIFIC APPLIANCE	125.00	Tennis & Swim Center
88569	7/29/2014	CINTAS FIRST AID & SAFETY	QUARTERLY MONITORING- T&SC	120.00	Tennis & Swim Center
88571	7/29/2014	COUNTY OF LOS ANGELES	CONTRACT SERVICES	112.00	Tennis & Swim Center
88441	7/21/2014	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	104.83	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- TARGET	99.88	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- TARGET	98.63	Tennis & Swim Center



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88425	7/17/2014	US BANK	VISA- WORLD MARTIAL ARTS	98.09	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- CONSTANT CONTACT	95.00	Tennis & Swim Center
88322	7/9/2014	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	93.49	Tennis & Swim Center
88390	7/16/2014	LITTLEJOHN COMMUNICATIONS INC	PAY PHONE SVC- APR-JUN 2014	90.00	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- PARTY WORLD	86.11	Tennis & Swim Center
88099	6/18/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	80.86	Tennis & Swim Center
88239	7/2/2014	INNER-I ...SECURITY IN FOCUS	APR-JUN 2014 MONITORING- T&SC	75.00	Tennis & Swim Center
88260	7/2/2014	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	73.64	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- SMART & FINAL	69.07	Tennis & Swim Center
88490	7/22/2014	TEAM PLAY EVENTS	ENTERTAINMENT- SPLASH PARTY	67.05	Tennis & Swim Center
88498	7/22/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	61.45	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- HOME DEPOT	61.23	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- SPORT CHALET	58.77	Tennis & Swim Center
88193	7/1/2014	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUL 14	58.24	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- US RESEARCH & CHEMICAL	56.57	Tennis & Swim Center
88352	7/15/2014	SECURAL SECURITY CORP	ALARM RESPONSE- T&SC	54.90	Tennis & Swim Center
88583	7/29/2014	MILBRAND/KATHLEEN//	REIMB MILEAGE - JUN 2014	53.48	Tennis & Swim Center
88305	7/9/2014	KISHIMOTO/RAINE//	REIMB MILEAGE - JUN 2014	52.53	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- SHELL OIL	48.21	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- RADIO SHACK	43.59	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- FENCE FACTORY	43.09	Tennis & Swim Center
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	36.86	Tennis & Swim Center
88325	7/9/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	36.64	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- WALMART	36.37	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- FANTASIA SALES	34.34	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- RALPHS	32.28	Tennis & Swim Center
88565	7/29/2014	AIRGAS- WEST	TC HELIUM	27.05	Tennis & Swim Center
88111	6/25/2014	AIRGAS- WEST	TC HELIUM	25.68	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- CRAIGSLIST	25.00	Tennis & Swim Center
88317	7/9/2014	SECURAL SECURITY CORP	SURVEILLANCE UNIT	24.50	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- WALMART	22.08	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- RALPHS	21.78	Tennis & Swim Center
88111	6/25/2014	AIRGAS- WEST	TC HELIUM	21.03	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- VALLEY INDUSTRIAL	18.80	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- HOME DEPOT	16.87	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- DO IT CENTER	16.47	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- TARGET	14.71	Tennis & Swim Center



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88049	6/18/2014	KISHIMOTO/RAINE//	REIMB MILEAGE - MAY 2014	14.56	Tennis & Swim Center
88425	7/17/2014	US BANK	VISA- LAKESHORE LEARNING	13.04	Tennis & Swim Center
88171	7/1/2014	CSAC-EXCESS INSURANCE	EAP/JUL-SEP 2014	11.34	Tennis & Swim Center
88099	6/18/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	11.31	Tennis & Swim Center
88162	6/25/2014	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	5.11	Tennis & Swim Center
<b>Total Amount for 137 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$71,332.28</b>	

## Transportation

88574	7/29/2014	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	78,177.60	Transportation
88383	7/16/2014	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	49,689.26	Transportation
88456	7/21/2014	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	45,099.02	Transportation
88146	6/25/2014	PARSONS TRANSPORTATION GROUP	LOST HILLS INTERCHANGE	34,355.58	Transportation
88255	7/2/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAY 14	25,142.56	Transportation
88255	7/2/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAY 14	13,721.88	Transportation
88068	6/18/2014	PCI	PAVEMENT STRIPING AND MARKING	11,592.65	Transportation
88411	7/16/2014	STETLER & MCHUGH EHS	CONSULTING SERVICES	11,358.02	Transportation
88217	7/2/2014	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE JUN 2014	10,135.71	Transportation
88442	7/21/2014	KOA CORPORATION	CALABASAS ON-CALL SERVICES	8,701.24	Transportation
88386	7/16/2014	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	6,450.00	Transportation
88118	6/25/2014	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	6,383.70	Transportation
88386	7/16/2014	KIMLEY-HORN AND ASSOCIATES	MULHOLLAND HWY CONSULTING	6,352.50	Transportation
88141	6/25/2014	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	6,240.00	Transportation
88376	7/16/2014	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	5,750.00	Transportation
88255	7/2/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAY 14	5,596.71	Transportation
88451	7/21/2014	MALIBU CANYON SHELL	FUEL CHARGES- MAY 2014 (2/2)	5,179.41	Transportation
88249	7/2/2014	MALIBU CANYON SHELL	FUEL CHARGES- JUN 2014 (1/2)	4,840.89	Transportation
88391	7/16/2014	MALIBU CANYON SHELL	FUEL CHARGES- JUN 2014 (2/2)	4,766.90	Transportation
88101	6/18/2014	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	4,760.70	Transportation
88541	7/28/2014	PCI	PAVEMENT STRIPING AND MARKING	4,479.00	Transportation
88360	7/16/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	3,770.03	Transportation
88084	6/18/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,460.00	Transportation
88410	7/16/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,327.10	Transportation
88424	7/16/2014	WILLDAN ASSOCIATES INC.	ROAD CORING	3,000.00	Transportation
88166	7/1/2014	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- JUL 2014	2,964.78	Transportation
88507	7/28/2014	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- AUG 2014	2,964.78	Transportation
88267	7/2/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,123.50	Transportation

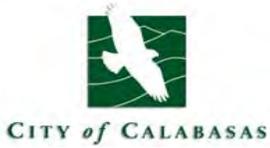


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88082	6/18/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
88265	7/2/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
88407	7/16/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
88367	7/16/2014	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	1,575.17	Transportation
88562	7/28/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,425.63	Transportation
88360	7/16/2014	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	1,286.78	Transportation
88255	7/2/2014	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAY 14	1,099.69	Transportation
88447	7/21/2014	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,085.07	Transportation
88435	7/21/2014	DEAN/JAMES//	LANDSCAPE DESIGNS	1,000.00	Transportation
88488	7/22/2014	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	940.89	Transportation
88425	7/17/2014	US BANK	VISA- WOODRANCH BBQ	868.71	Transportation
88452	7/21/2014	MANERI SIGN, INC.	TRAFFIC SIGNS	771.17	Transportation
88422	7/16/2014	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	606.72	Transportation
88082	6/18/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	546.59	Transportation
88446	7/21/2014	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	391.98	Transportation
88422	7/16/2014	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	357.38	Transportation
88265	7/2/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	336.00	Transportation
88324	7/9/2014	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	331.84	Transportation
88191	7/1/2014	LAS VIRGENES UNIFIED SCHOOL	BUS PASS PROCESSING	327.00	Transportation
88407	7/16/2014	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	267.50	Transportation
88255	7/2/2014	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- MAY 14	265.37	Transportation
88585	7/29/2014	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- JUN 14	169.52	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	143.09	Transportation
88445	7/21/2014	LA DWP	METER SERVICE - TRAFFIC LIGHT	139.90	Transportation
88050	6/18/2014	LA DWP	METER SERVICE - TRAFFIC LIGHT	118.71	Transportation
88425	7/17/2014	US BANK	VISA- HONDA OF T.O.	112.75	Transportation
88425	7/17/2014	US BANK	VISA- HONDA OF T.O.	112.75	Transportation
88121	6/25/2014	CLEANSTREET INC	STREET SWEEPING/STRIPING	112.20	Transportation
88425	7/17/2014	US BANK	VISA- CHEVRON	105.30	Transportation
88425	7/17/2014	US BANK	VISA- RABI	100.00	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	97.02	Transportation
88425	7/17/2014	US BANK	VISA- PARTY CITY	94.61	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	90.05	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	90.00	Transportation
88425	7/17/2014	US BANK	VISA- EXXON MOBIL	89.85	Transportation
88425	7/17/2014	US BANK	VISA- SHELL OIL	76.15	Transportation
88425	7/17/2014	US BANK	VISA- MARIA'S ITALIAN KITCHEN	67.61	Transportation



# Check Register Report

Bank: BANK OF AMERICA - OPERATING  
Reporting Period: 6/18/2014 to 7/29/2014

Date: 8/4/2014  
Time: 6:37:40PM  
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
88040	6/18/2014	HOLDEN/ TATIANA//	REIMBURSE- BOOK PURCHASE	65.96	Transportation
88362	7/16/2014	ARC	COPY/PRINTING SERVICE	58.89	Transportation
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	45.00	Transportation
88425	7/17/2014	US BANK	VISA- SHELL OIL	43.60	Transportation
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	38.00	Transportation
88425	7/17/2014	US BANK	VISA- EXXON MOBIL	28.00	Transportation
88425	7/17/2014	US BANK	VISA- RALPHS	26.16	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	19.99	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	17.99	Transportation
88425	7/17/2014	US BANK	VISA- SHELL OIL	16.00	Transportation
88425	7/17/2014	US BANK	VISA- EXXON MOBIL	16.00	Transportation
88425	7/17/2014	US BANK	VISA- CANOGA PARK	15.79	Transportation
88425	7/17/2014	US BANK	VISA- UNION 76	13.99	Transportation
88313	7/9/2014	PETTY CASH-CITY HALL	REPLENISH PETTY CASH	13.96	Transportation
88425	7/17/2014	US BANK	VISA- EXXON MOBIL	8.00	Transportation
<b>Total Amount for 80 Line Item(s) from Transportation</b>				<b>\$391,083.85</b>	
<b>GRAND TOTAL for 1,354 Line Items</b>				<b>\$3,184,788.45</b>	

## FUTURE AGENDA ITEMS

Department      Agenda Headings      Agenda Title/Future Agenda  
**27-Aug**

CC	Presentation	MRT update
CD	Consent	Modification to the Building and Safety fee schedule to reflect increases to the State mandated Strong Motion Instrumentation and Seismic Mapping fees
CC	Consent	Conflict of Interest Code
CD	Consent	MOU with Calabasas Tech Center for the Las Virgenes Creek Trail
PW	Consent	2014 Annual Street Resurfacing Project
CD	Consent	Village of Calabasas Quimby Act
CD	Consent	Adoption of Ordinance No. 2014-317 rescinding Los Angeles County Title 7, regarding business licenses
Finance	Public Hearing	Budget adoption
HR	Consent	Permanent employees salary schedule
HR	Consent	Flex credit amounts for 2015
HR	Consent	Hourly employee positions
CD	Consent	Fee schedule for document scanning/public records requests
PW	New Business	Lost Hills project update

### Future Items:

CC	Presentation	LVMWD drought status / water supply update
CC	New Business	Wildlife corridors
CC	New Business	Section 2.04 Muni Code Amendment - City Council Reorg date
CC	New Business	Muni Code Amendment - Commission Term Expiration date
CC	New Business	Prop 218 ballot process
CC	Public Hearing	Public records requests fee schedule
PW	New Business	Stormwater semi-annual quarterly update
PW	Update	Bicycle Master Plan update
CC	New Business	Noticing/public outreach with Commissions recommendations
CC	Presentation	Zev Yaroslavsky recognition 11/12
CD	New Business	Business registration program
CC	New Business	Climate change

### 2014 CITY COUNCIL MEETING DATES

Sep 10	Nov 12
Sep 24-Cancelled Rosh Hashanah	Nov 26-Cancelled Thanksgiving Eve
Oct 8	Dec 10
Oct 22	Dec 24-Cancelled Christmas Eve