



## CITY *of* CALABASAS

**CITY COUNCIL AGENDA  
REGULAR MEETING – WEDNESDAY, JUNE 24, 2015  
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 guide only. The City Council reserves the right to alter the order of the agenda to allow for an effective meeting. Attendance at the entire meeting may be necessary to ensure interested parties hear a particular item. The public may speak on a closed session item prior to Council's discussion. To do so, a speaker card must be submitted to the City Clerk at least five minutes prior to the start of closed session. The City values and invites written comments from residents on matters set for Council consideration. In order to provide councilmembers ample time to review all correspondence, any written communication must be submitted to the City Clerk's office before 5:00 p.m. on the Monday prior to the meeting.

### **CLOSED SESSION – CONFERENCE ROOM – 6:30 P.M.**

1. Conference with legal counsel anticipated litigation – one case.  
Government Code §54956.9(d)4

### **OPENING MATTERS – 7:00 P.M.**

Call to Order/Roll Call of Councilmembers  
Pledge of Allegiance  
Approval of Agenda

### **ANNOUNCEMENTS/INTRODUCTIONS – 7:20 P.M.**

- Adjourn in memory

### **PRESENTATIONS – 7:30 P.M.**

- [Special Olympics](#)
- [Sheriff's Crime Report](#)

### **ORAL COMMUNICATIONS – PUBLIC COMMENT – 8:15 P.M.**

## **CONSENT ITEMS – 8:20 P.M.**

1. [Approval of meeting minutes from June 10, 2015](#)
2. [Adoption of Resolution No. 2015-1466 approving the application for grant funds for the California River Parkways Grant Program](#)
3. [Recommendation to award construction contract for the Calabasas Park Gateway Project, Specification No. 14-15-10 to Venco Western, Inc. in the amount of \\$247,721](#)
4. [Adoption of Ordinance No. 2015-326 amending in its entirety the Calabasas Municipal Code Chapter 8.28 relating to low impact development and stormwater management and pollutant control](#)
5. [Approval of a professional services agreement with Questa Engineering Corp. In the amount of \\$159,935 for preparation of technical plan, specification and cost estimate for Las Virgenes Creek Restoration Project – Phase II](#)
6. [Recommendation to enter into an agreement with Southern California Edison for relocation of distribution facilities to accommodate the Lost Hills Road Interchange Improvement Project](#)
7. [Consider and adopt amended story pole policy](#)

## **NEW BUSINESS – 8:30 P.M.**

8. [A discussion, presentation and direction to staff from the City Council to proceed with the City's Solid Waste Franchise Agreement Request for Proposals \(RFP\)](#)
9. [Overview of the National Park Service RIM of the Valley Corridor Study and environmental assessment and authorization to submit a letter of support for the Council's desired alternative](#)
10. [Design considerations for the citywide median street name sign replacement program](#)
11. [Voter outreach update and discussion](#)
12. [Council discussion regarding the 2015 State of the City Address](#)

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

13. [Check Register for the period of June 3-10, 2015](#)

**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 Mac Stelle to their regular meeting scheduled on Wednesday, August 12, 2015, at 7:00 p.m.

# SPECIAL OLYMPICS WORLD GAMES 2015

## HOST TOWN CALABASAS

### Calendar of Events



DATES	8 am	9 am	12 pm	1 pm	4 pm	6 pm	10 pm
TIMES	9 am	12 pm	1 pm	4 pm	6 pm	9 pm	8 am
<b>July 21 Tuesday</b>	<p>Welcome GREAT BRITAIN Delegation at Loyola Marymount University. Arrival time to KGR is around 10 to 11pm.</p> <p>When the delegation arrives at Gillette Ranch have a large group. to greet the athletes, with an official greeting from the City Mayor. On arrival, the athletes will be provided with a snack box and itinerary of events for the coming three days. Staff and volunteers will assist unloading luggage and getting the athletes and their sponsors to their assigned rooms for the evening.</p>						
<b>July 22 Wednesday</b>	<b>BREAKFAST</b>  At KGR Provided by <b>Lovi's Deli</b>	<b>TRAINING</b>  CHS training facilities. <b>Kaiser Medical Clinic on-site</b>  <b>11:00am</b> Showers at CHS	<b>LUNCH</b>  City Founder's Hall Lunch by Corner Bakery  Dessert Cheesecake	<b>CULTURAL</b>  Calabasas Commons, magic show, musical entertainment	<b>ACTIVITY</b>  <b>4:00pm</b> Leonis Adobe Tour and activities	<b>DINNER</b>  <b>5:30pm</b> Dinner at Sagebrush  <b>8:00pm</b> Campfire back at the ranch with Ranger presentation	<b>OVERNIGHT</b>  Bedtime, lights out by 10pm.  <b>Kaiser medical on-call</b>
<b>July 23 Thursday</b>	<b>BREAKFAST</b>  At KGR Provided by <b>Brents Deli</b>	<b>TRAINING</b>  CHS training facilities. <b>Kaiser Medical Team on-site</b>  <b>11:00am</b> Showers at CHS	<b>LUNCH</b>  At the CHS provide by Wendy's of Woodland Hills	<b>CULTURAL</b>  <b>2:00pm</b> Back to King Gillette Ranch Visitors Center, for interactive programs.	<b>REST TIME</b>  <b>Kaiser Medical Clinic available</b> Athletes getting ready for the evening's event <b>4:30pm</b> Guests start to arrive	<b>DINNER/ACTIVITY</b> Hoe-down with a band Include: city/chamber volunteers, at King Gillette -Ranch Rib ranch, Porky Products, Cheesecake Factory	<b>OVERNIGHT</b>  Bedtime, lights out by 10pm.  <b>Kaiser medical on-call</b>
<b>July 24 Friday</b>	<b>BREAKFAST</b>  At KGR Provided by <b>Marmalades Café</b> FAREWELL	<p>Morning Farewell Ceremony – Delegates depart for the Olympic Village.</p> <p>Volunteers will line the KGR Driveway with signs of good luck and also have volunteers line Calabasas Road with signs of good wishes.</p> <p>Busses will be given special routes through Calabasas where volunteers will be holding signs cheering on the athletes.</p>					



Presented by:  
**Bank of America**



Special Olympics  
**WORLD  
GAMES**  
LOS ANGELES 2015

## Ceremony Announcement

The Law Enforcement Torch Run® for Special Olympics is the movement's largest grass-roots fundraiser and public awareness vehicle. Come support officers and Special Olympics athletes of the Final Leg Team as they run the Flame of Hope to the Opening Ceremony of the 2015 Special Olympics World Games in Los Angeles!

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

Time: \_\_\_\_\_

Location: \_\_\_\_\_



For more information, visit: [www.lettr-finalleg.org](http://www.lettr-finalleg.org)



Special Olympics World Games 2015 - Flame of Hope Journey

## Law Enforcement Torch Run Final Leg

### **Friday, July 17 - Calabasas Civic Center**

**Torch Arrival Time:** Torch will arrive at the Calabasas Civic Center at **approximately 10:55 a.m.** on Friday, July 17. The Torch will be carried by Law Enforcement Runner Jen Riley and Special Olympic Athlete Joshua Norris.

**Torch Route:** The Torch Run will begin at the Calabasas Tennis & Swim Center, 23400 Park Sorrento at approximately 10:45 a.m., the runners will turn right onto Park Granada, then left onto Calabasas Road. Runners will proceed down Calabasas Road in front of the Commons shopping center and then turn left onto Civic Center Way. Torch runners will be accompanied by local law enforcement from the Los Angeles County Sheriff's Department and California Highway Patrol.

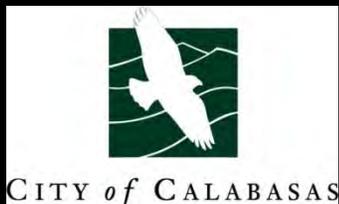
**Torch Ceremony:** A ceremony welcoming the Law Enforcement Torch Run Final Leg will take place at the stage in front of the Civic Center at approximately 11:00 a.m. Calabasas Mayor Lucy Martin and Lost Hills/Malibu Sheriff's Station Captain Pat Davoren will greet the Torch runners Jen Riley and Joshua Norris.

**The Public is invited to this special event and encouraged to cheer the Torch runners along the route.**

For additional information contact: John Bingham, (818) 224-1663, [jbingham@cityofcalabasas.com](mailto:jbingham@cityofcalabasas.com) and Deputy Mike Woodard, (818) 878-5506, [MRwoodar@lasd.org](mailto:MRwoodar@lasd.org) for additional information.



**CALABASAS**  
*California's 13<sup>th</sup> Safest City*  
**Next Exit**



# Lost Hills Sheriff's **Crime Report**

June 24, 2015



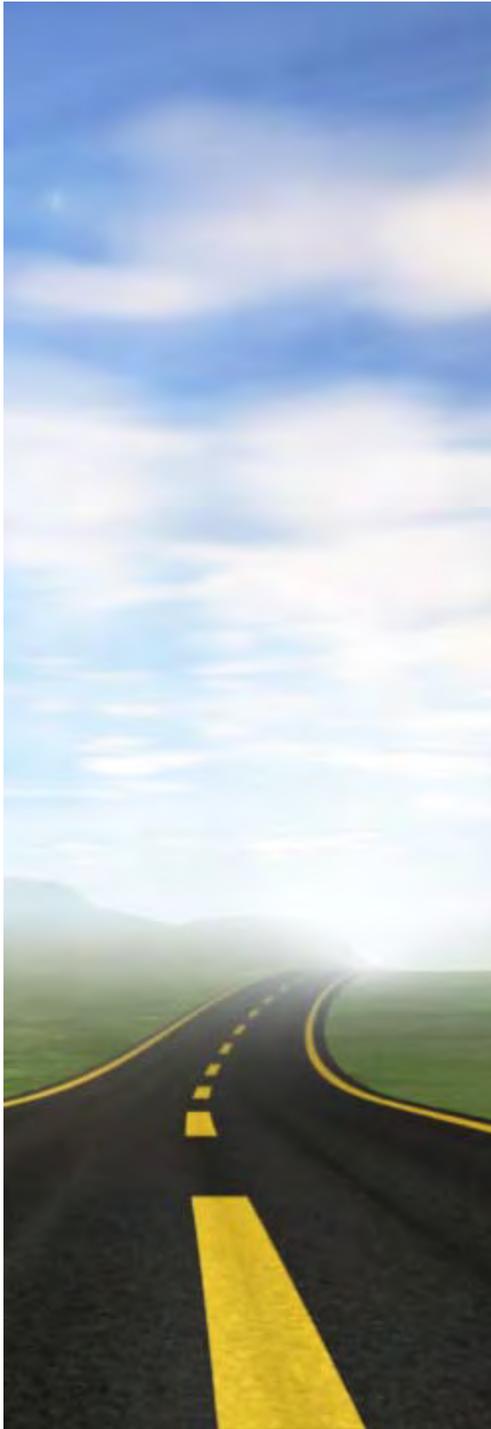
# Crimes Against Persons

Type of Crime	MAY 2015	YTD 2015	YTD 2014	Change
Homicide	0	0	0	0
Rape	1	3	0	+3
Robbery	0	3	3	0
Assault	0	0	2	-2
Domestic Violence-Felony	0	0	0	0
Domestic Violence-Misdemeanor	2	11	19	-8

# Crimes Against Property

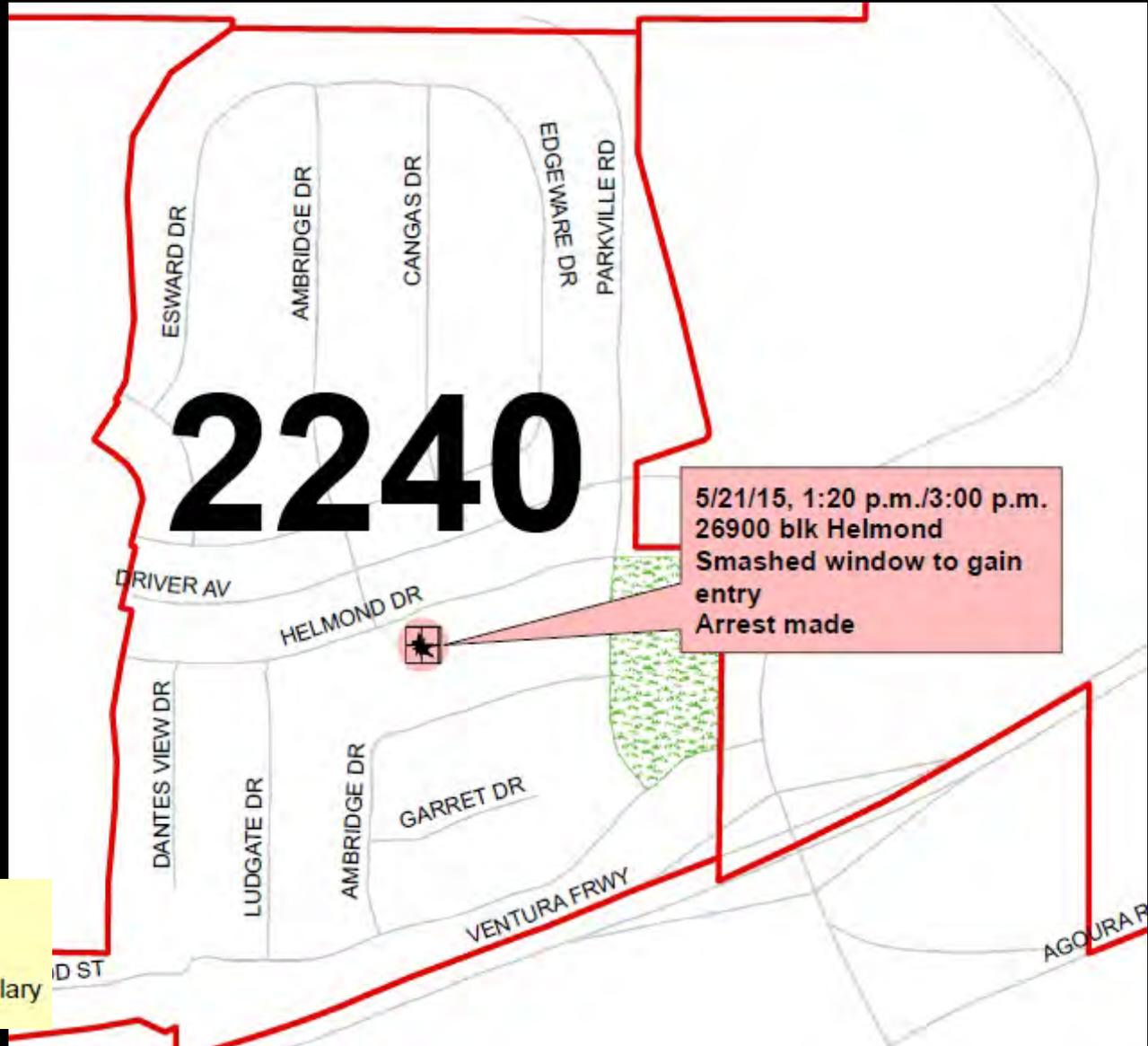
Type of Crime	MAY 2015	YTD 2015	YTD 2014	Change
Arson	1	1	3	-2
Grand Theft Auto	3	10	3	+7
Burglary- Residential	7	14	14	0
Burglary- Business	2	9	6	+3
Burglary- Vehicle (Locked)	3	19	16	+3
Theft- Grand (over \$950)	3	21	11	10
Theft- Petty	8	24	20	-4
Theft- Unlocked Vehicle	1	19	16	+3

CRIME	CURRENT MTH	YTD 2015	YTD 2014	CHANGE
Total Part I Crimes	31	128	98	+30
Percent Change				+30.6%





# Part I Crimes May 2015



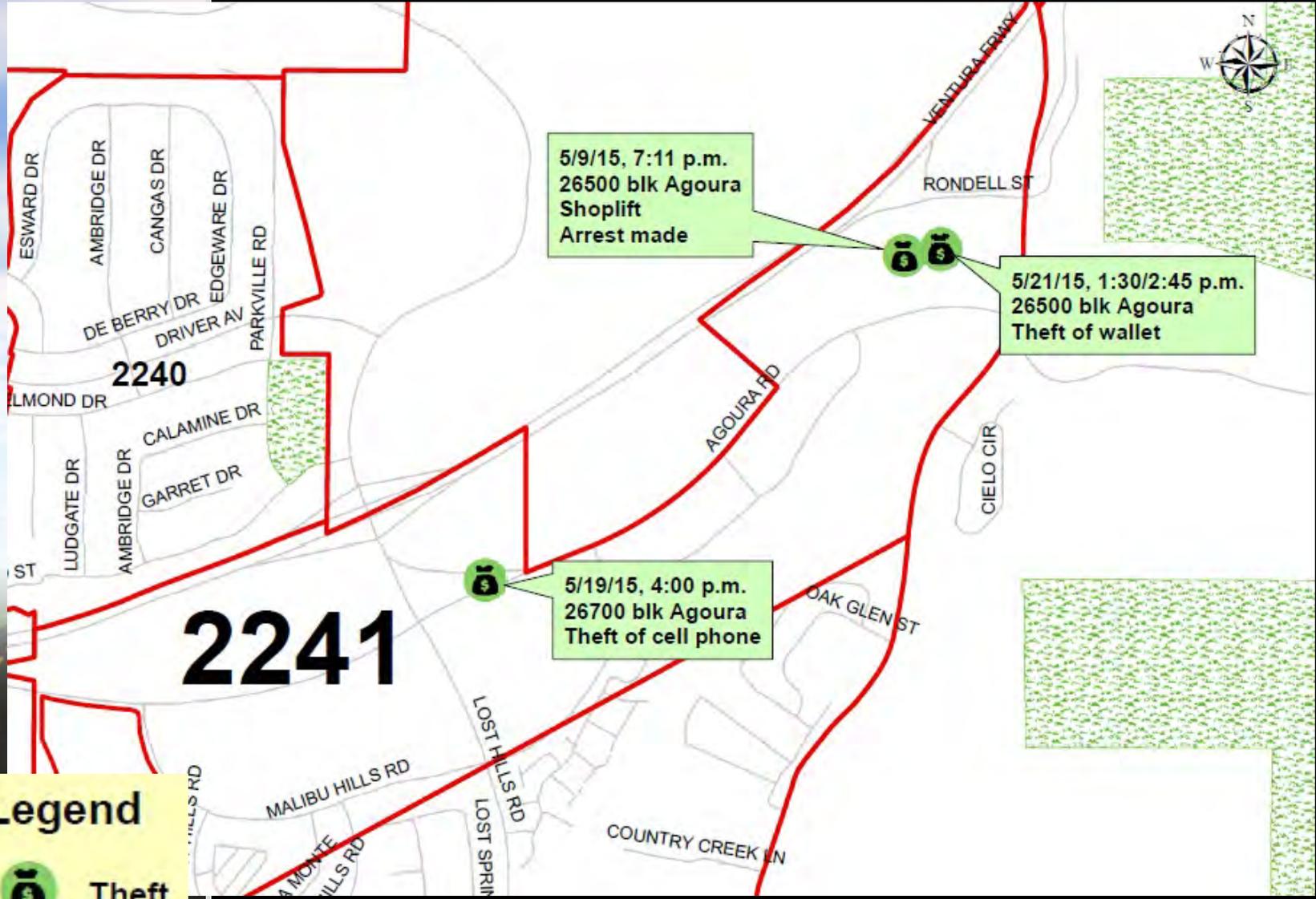
## Legend



Residential Burglary

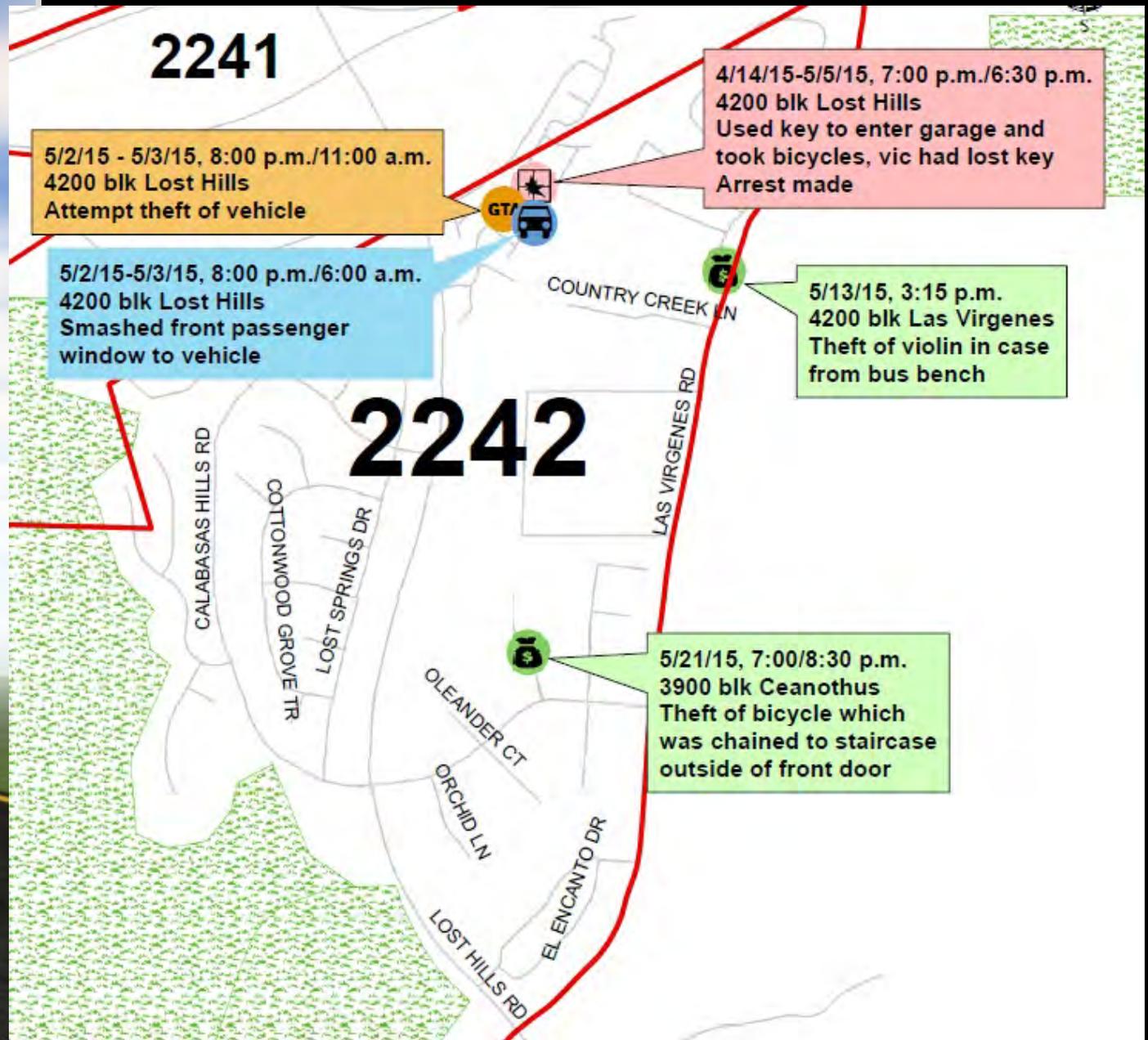


# Part I Crimes May 2015



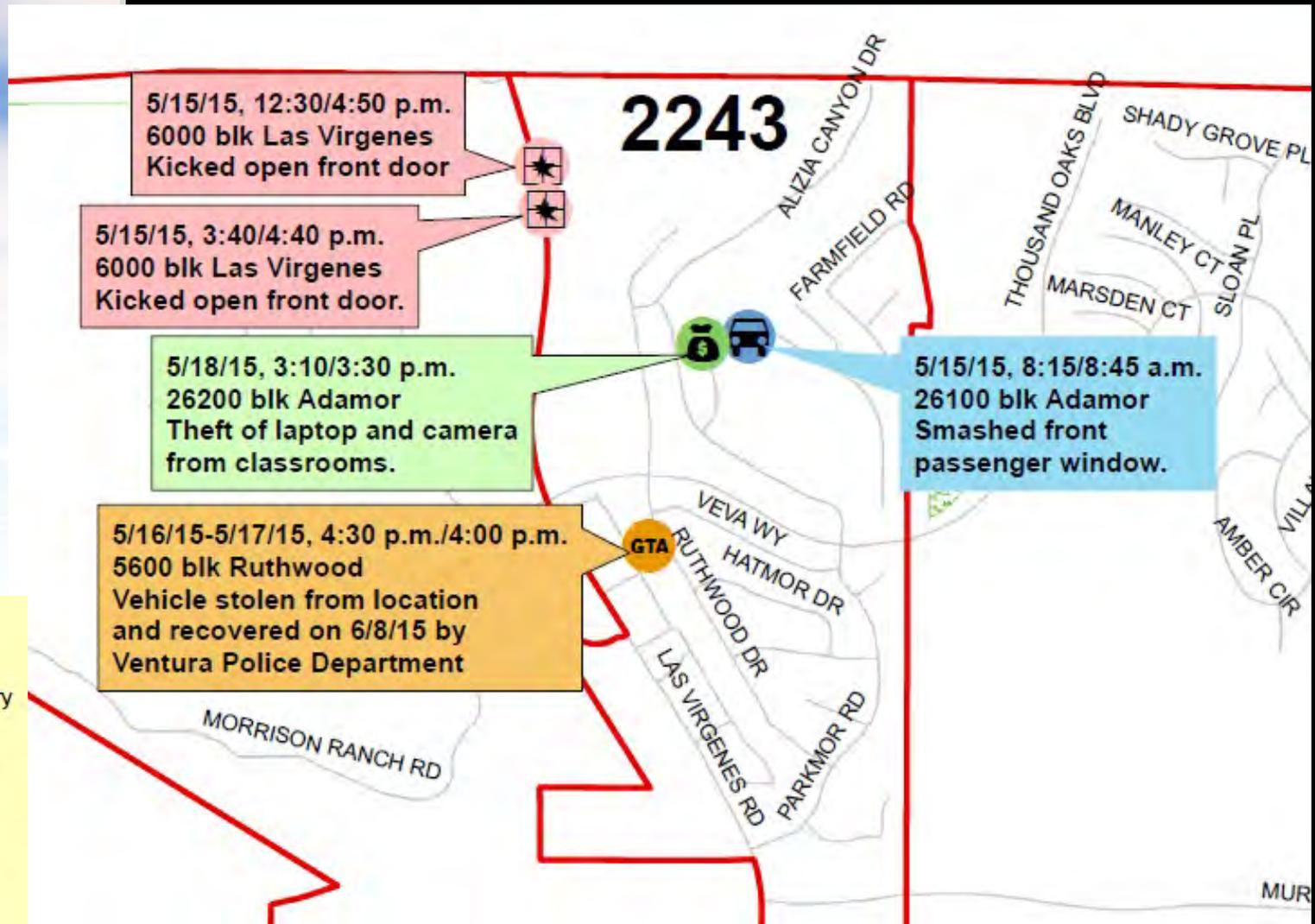


# Part I Crimes May 2015



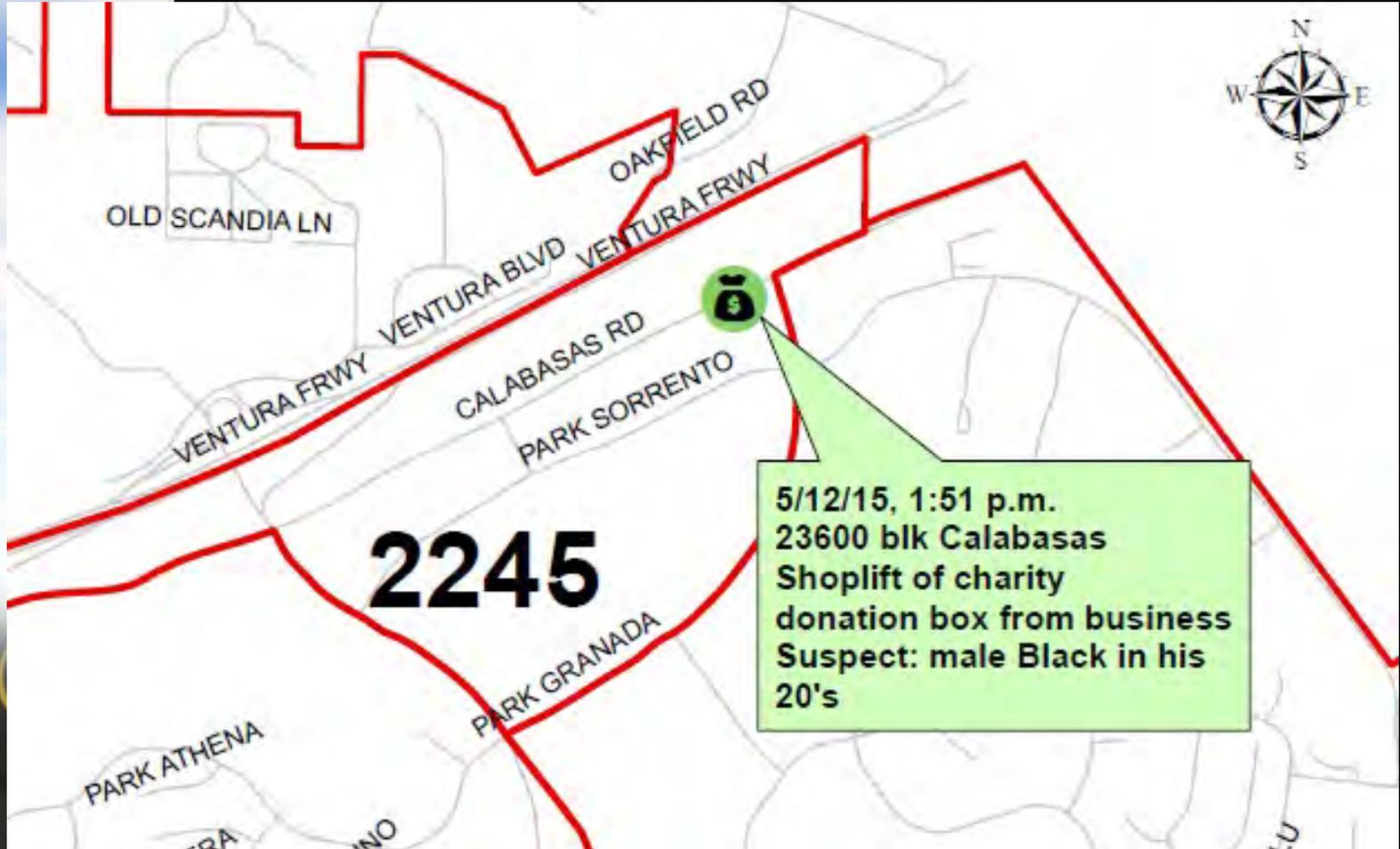


# Part I Crimes May 2015



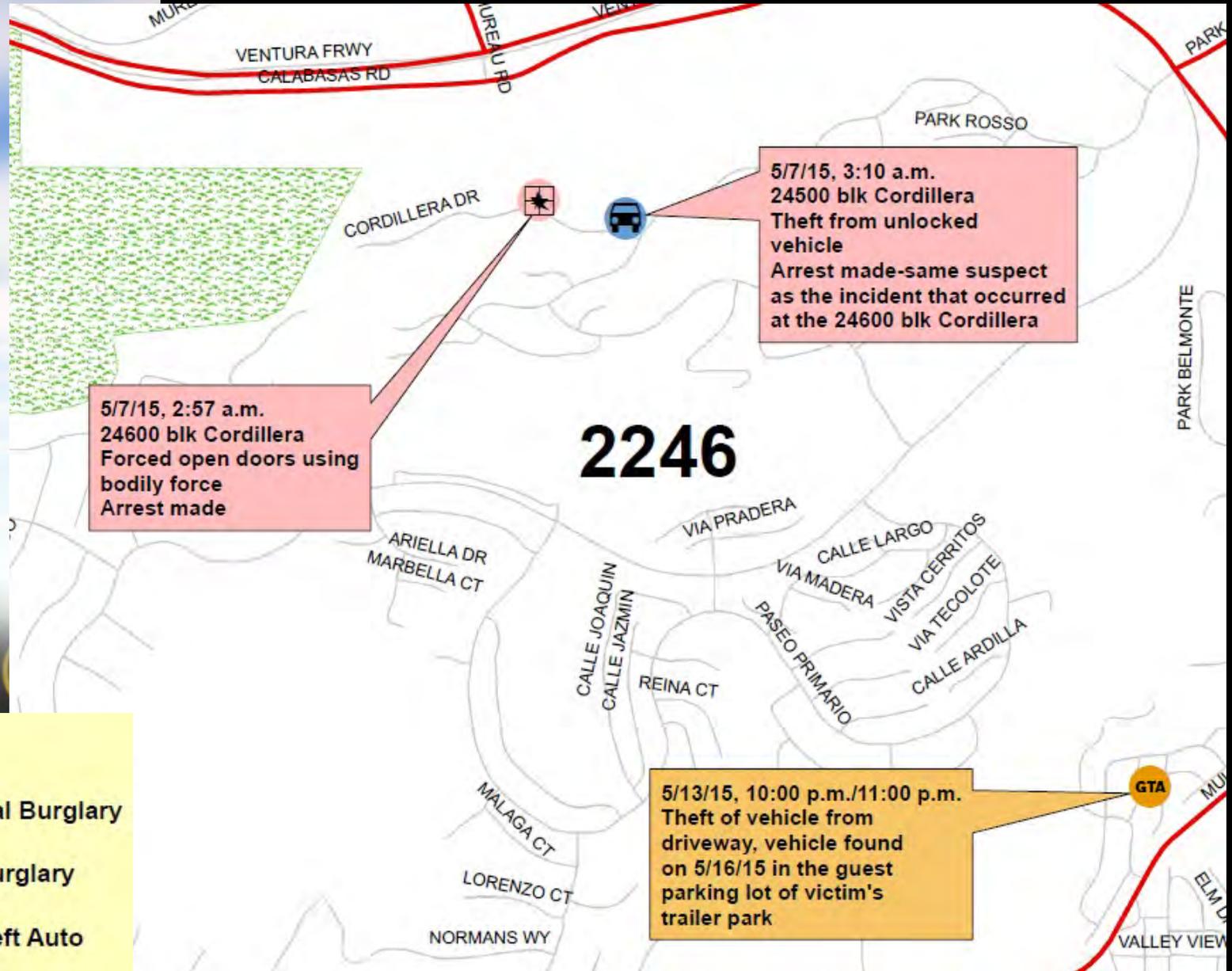


# Part I Crimes May 2015



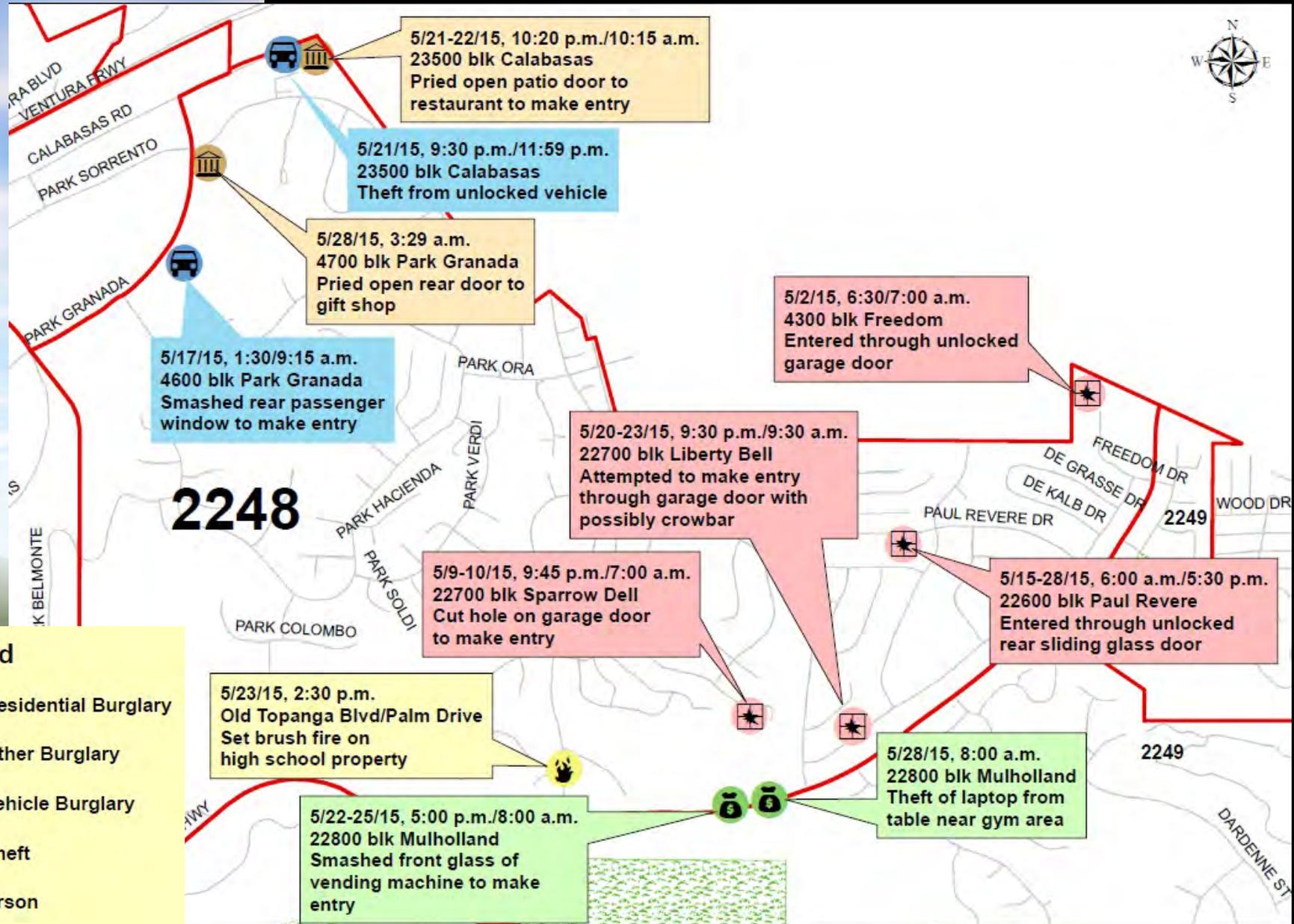


# Part I Crimes May 2015





# Part I Crimes May 2015





# Part I Crimes May 2015

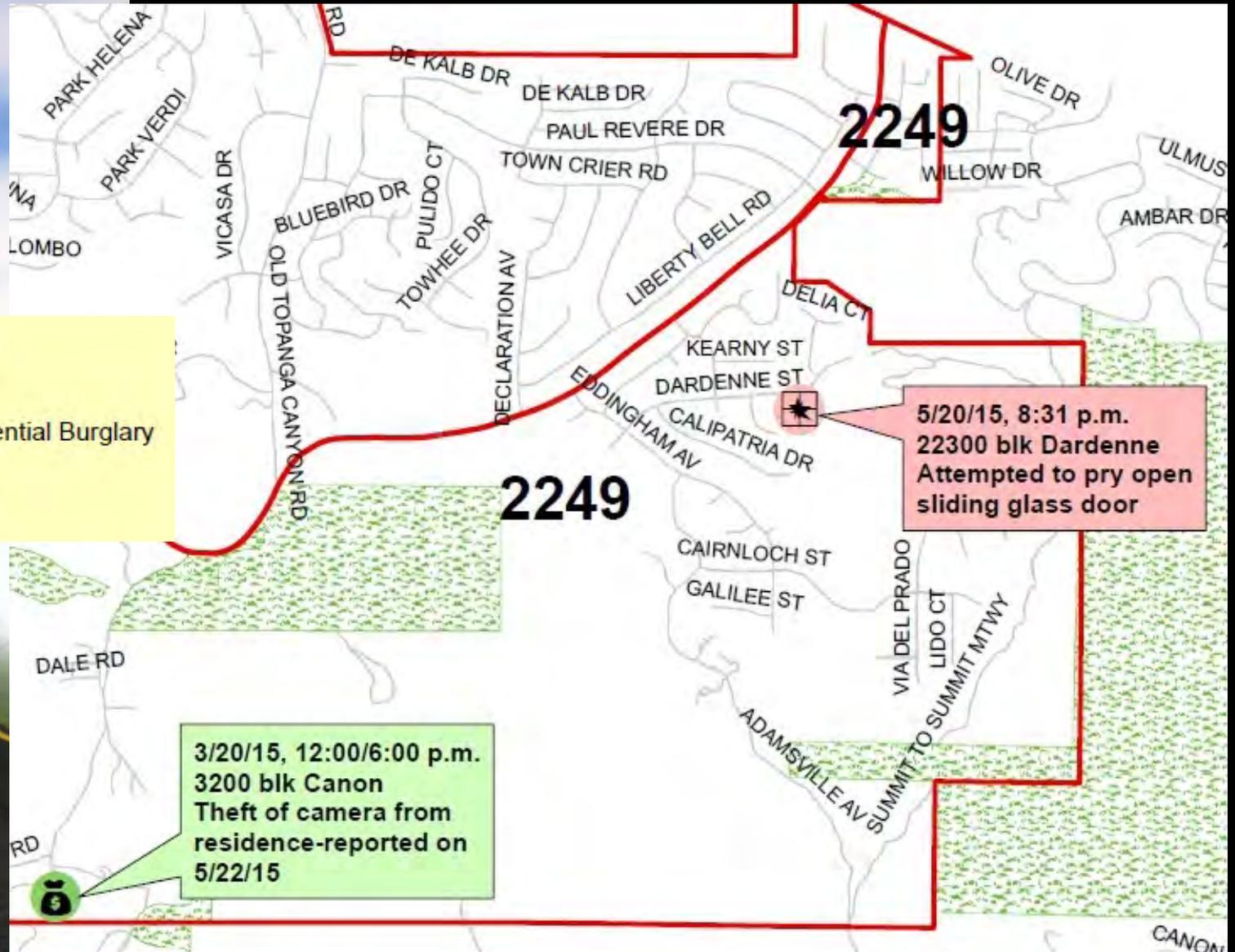
## Legend



Residential Burglary



Theft





A resident of Tarzana was arrested for residential burglary and theft from an unlocked vehicle in the 24600 block of Cordillera Drive. Bodily force was used to open the living room French doors of the residence. The suspect then entered the victim's unlocked vehicle parked in the driveway. This suspect was also responsible for another theft from an unlocked vehicle in the 24500 block of Cordillera Drive. (15-02682, 02683)

A resident was arrested for residential burglary in the 26900 block of Helmond Drive. A window was smashed to gain entry. The victim's property was recovered. (15-02975)

## ARREST MADE



A garage burglary occurred in the 4200 block of Lost Hills Road. The victim had lost the garage key and when he made entry into the garage, he noticed his high value custom bicycles were stolen. The victim saw a subject, who lived in the area, with one of his bicycles and contacted the Lost Hills Sheriff's Station with the information. The suspect was identified and arrested. (15-02663)

An arson was reported in the area of Palm Drive and Old Topanga Road. Suspect(s) unknown set a brush fire on the Calabasas High School property. The investigation is on-going. (15-03018)

**ARREST MADE**



Two subjects, residents of Simi Valley and Van Nuys, were arrested for possession of stolen property and mail theft in the 26500 block of Agoura Road. Stolen mail with addresses from North Hollywood and Los Angeles were recovered during the arrest. (15-02946)



# May Arrest Stats

**ARREST MADE**



**Adult Juv.**

Burglary	3	0
Larceny Theft	1	0
Weapon Laws	1	0
Narcotics	9	0
Drunk Driving Vehicle/Boat	1	0
Vehicle/Boating Laws	11	0
Warrants	26	0
Other Misdemeanors	2	0
<b>ARREST TOTALS</b>	<b>54</b>	<b>0</b>



## **Crime Tips**

Malibu/Lost Hills Sheriff Station

LostHillsTips@lasd.org

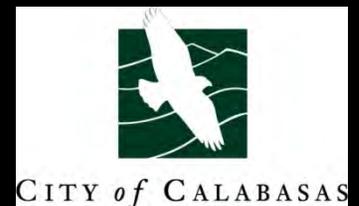
818-878-1808

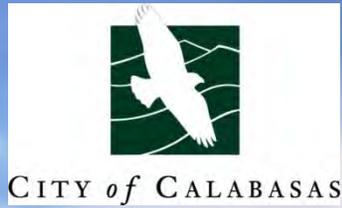
Crime Stoppers

800-222-TIPS (8477)

Web Tips

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





# Connect with US!

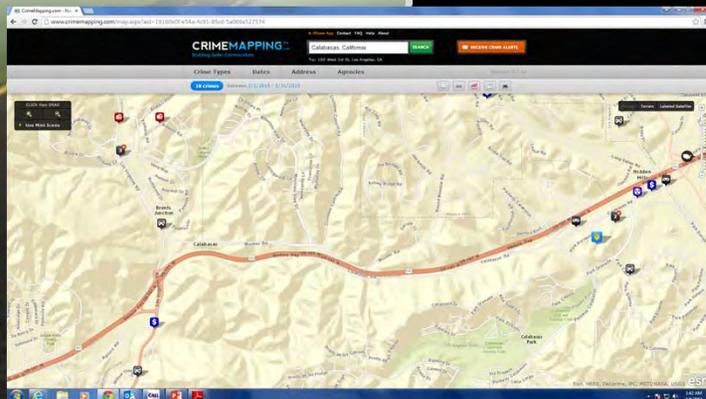
[www.LostHills.lasd.org](http://www.LostHills.lasd.org)

[twitter.com/LHSLASD](https://twitter.com/LHSLASD)

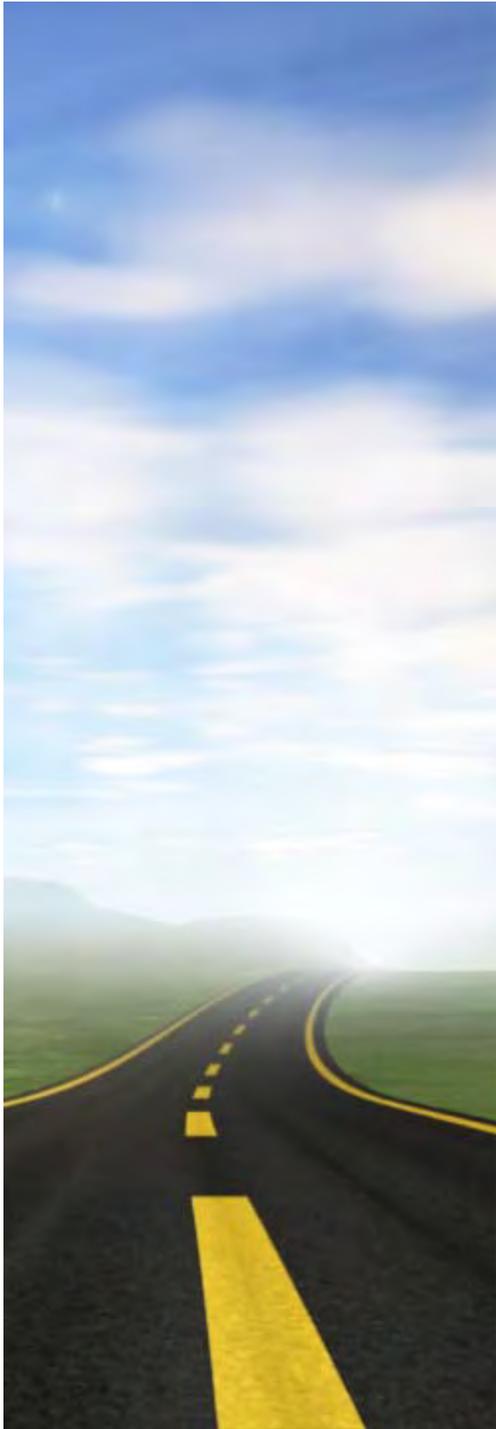


**NIXLE: Text your ZIP CODE to 888777  
to receive local alerts through SMS!**

[www.facebook.com/LostHillsSheriffsStation](https://www.facebook.com/LostHillsSheriffsStation)



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



# Questions? More Information?

*City of Calabasas*

LostHills@LASD.org

## Service Area Lieutenant

A.J. Rotella

818-878-1808

## Community Relations

Deputy Robert DeSantis

818-878-5507

## Detective Team

Detective Ginni Alvarez

818-878-5584

Detective Jill Greenwood

818-878-5541

Detective Justin Solomon

818-878-5542

**MINUTES OF A REGULAR MEETING OF  
THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA  
HELD WEDNESDAY, JUNE 10, 2015**

Mayor Martin called the meeting to order at 7:32 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

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

The Pledge of Allegiance was led by Sherri Schreiber.

**APPROVAL OF AGENDA**

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

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

**ANNOUNCEMENTS/INTRODUCTIONS**

➤ Adjourn in memory

Mayor Martin announced that the meeting would be adjourned in memory of Harold Exler and presented the family with a certificate of adjournment. Councilmembers expressed condolences to the family.

Members of the Council made the following announcements:

Mayor pro Tem Bozajian:

- Movie nights and splash parties scheduled at the Tennis & Swim Center with Free Willy on June 19 and the Lego Movie on July 17.
- Movies under the Stars scheduled at De Anza Park on July 31.
- Concerts at the Lake are scheduled on July 12, August 9 and 23.
- The annual Fourth of July Spectacular with a fun run; a pet show; a summer splash party and the fireworks show.

Councilmember Shapiro:

- Expressed appreciation to all involved with The Event.
- Congratulated staff and all who attended the Third Annual Dodger night.
- Congratulated graduating middle and high school students.

Councilmember Maurer:

- Echoed congratulations to organizers of The Event.
- Congratulated Mayor Martin for a great pitch at Dodger night.
- Congratulated graduating students including her son Neil Villadolid.
- Several activities scheduled at the Library during the summer.
- A fundraiser for the Special Olympics is scheduled on June 15-17 at Rosti's and Blush.
- Expressed appreciation to staff for the Abba concert on June 7.

Councilmember Gaines:

- Echoed congratulations to all graduating students and encouraged everyone to drive cautiously.
- Attended an appreciation luncheon for shuttle drivers and crossing guards on June 10.
- The Chamber is hosting a mixer on June 11 at Pedalers Fork
- The monthly Chamber breakfast is scheduled on June 18.
- The Southern California Association of Governments is hosting a Regional Transportation Plan Open House on June 16 at Founders Hall.
- Congratulated all dads and wished them Happy Fathers' Day.

Mayor Martin:

- Extended appreciation to staff for the Abba Concert.
- Echoed congratulations and appreciation to The Event organizers.
- A ribbon cutting ceremony is scheduled on June 11 for the Mulholland Highway project.
- Showcased a video of her pitch at Dodger night.

**ORAL COMMUNICATIONS – PUBLIC COMMENT**

Deanna Glassberg spoke during public comment.

**CONSENT ITEMS**

1. Approval of meeting minutes from April 22, 29 and May 27, 2015
2. Adoption of Resolution No. 2015-1458, levying special taxes within City of Calabasas Community Facilities District No. 2006-1; and adoption of Resolution No. 2015-1459, levying special taxes within City of Calabasas Community Facilities District No. 98-1

3. Approval of professional services agreement with G2 Construction, Inc. for fabrication and installation of citywide storm drain catch basin curb screens in the amount of \$1,077,380; and amendment of PSA with California Green Consultant in the amount of \$50,000
4. Adoption of Resolution No. 2015-1464 recognizing July as "Parks & Recreation Month" in the City of Calabasas
5. Recommendation to approve a professional services agreement with Martin & Chapman for election services for an amount not to exceed \$60,000
6. Adoption of Resolution No. 2015-1463 approving the application for grant funds from the Los Angeles County Regional Park and Open Space District for the 2015 Countywide Competitive Grant Program

Item No. 5 was pulled by Mayor pro Tem Bozajian.

**Councilmember Shapiro moved, seconded by Mayor pro Tem Bozajian to approve Consent Item Nos. 1-4, and 6. MOTION CARRIED 5/0 as follows:**

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

**After further discussion, Councilmember Maurer moved, seconded by Mayor pro Tem Bozajian to approve Consent Item No. 5. MOTION CARRIED 5/0 as follows:**

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

The Council concurred to remove Item No. 8 from the agenda and hear Item No. 11 next.

11. An appeal of the Planning Commission's decision to certify the adequacy of an Environmental Impact Report and approve a project application for (1) A site plan review; (2) A variance (to build on a significant ridgeline); (3) An oak tree permit (to encroach into the projected zone of 25 oak trees and for potential thinning of scrub oak as necessary for fuel modification); and (4) A scenic corridor permit (for development within a designated scenic corridor) to allow for construction of a 7,633 sq. ft. single-family residence with an attached 661 sq. ft. garage, 1,320 sq. ft. basement, and appurtenant accessory structures on a previously graded pad on an existing legal 5-acre lot located at 3121 Old Topanga Canyon Road (APN 2072-023-013) within the Hillside Mountainous (HM) Zoning District and Scenic Corridor (SC) Overlay Zone

Mayor Martin opened the public hearing.

Mr. Bartlett and Travis Cullen of Envicom Corp. presented the item.

Extensive discussion ensued.

Wendy Peddicord, Linda Thompson and Robbin Hayne spoke on this item.

**Councilmember Maurer moved, seconded by Mayor pro Tem Bozajian to continue the Public Hearing to the August 12 Council meeting. MOTION CARRIED 3/2 as follows:**

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

### **OLD BUSINESS**

7. Adoption of Resolution Nos. 2015-1460 and 2015-1461 for the submission to the voters a binding question relating to open space for the November 3, 2015, General Municipal Election

**Councilmember Gaines moved, seconded by Councilmember Maurer to approve Item No. 7, with the addition of "on this question" at the end of Section 4 of Resolution No. 2015-1460. MOTION CARRIED 5/0 as follows:**

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

8. Council position on Senate Bill SB 32 (Pavley) regarding Climate Pollution Reduction Beyond 2020: Healthier Communities and a Stronger Economy

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

### **NEW BUSINESS**

9. Introduction of Ordinance No. 2015-326 amending in its entirety the Calabasas Municipal Code Chapter 8.28 relating to low impact development and stormwater management and pollutant control; and adoption of Resolution No. 2015-1467 approving the City of Calabasas Green Street Policy

**Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Item No. 9. MOTION CARRIED 5/0 as follows:**

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

**PUBLIC HEARING**

10. Fiscal Year 2015-2016 levy of assessments in connection with the Landscape Lighting Act Districts and adoption of Resolution No. 2015-1450, approving a final Engineer’s Report in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 and confirming diagrams and assessments for such districts

Mayor Martin opened/closed the public hearing.

**Councilmember Maurer moved, seconded by Councilmember Shapiro to approve Item No. 10. MOTION CARRIED 5/0 as follows:**

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

**INFORMATIONAL REPORTS**

12. Check Register for the period of May 20-27, 2015

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

**TASK FORCE REPORTS**

Mayor Martin reported that the extra Measure R monies requested by the cities were approved by the COG.

Councilmember Maurer reported that the Senior Task Force recently decided on types of flooring, paint, counters and cabinets.

Councilmembers Maurer and Gaines reported that the Special Olympics Taskforce did a walkthrough of King Gillette Ranch. A schedule of activities will be presented at the June 24 Council meeting. 20 percent of the proceeds from the June 15-17 fundraiser at Rosti’s and Blush will go to the Special Olympics.

Councilmember Gaines reported that Mayor pro Tem Bozajian and he met regarding Council Protocols. A report will be presented sometime in August. Mayor pro Tem Bozajian reported that history of Calabasas will be published by a national book publishing company. There is also a plan to print a local 25<sup>th</sup> anniversary brochure.

## **CITY MANAGER'S REPORT**

Mr. Coroalles reported that a proposal for a swap at the Union 76 area will be coming to Council. He also reported that the City will be competing in the international America in Bloom.

## **FUTURE AGENDA ITEMS**

Mayor Martin requested an update from Jonathan Kramer regarding AB 57. Mayor pro Tem Bozajian requested an item regarding the LVUSD's Measure E.

## **ADJOURN**

The City Council adjourned at 9:43 p.m. in memory of Hal Exler to their next regularly scheduled meeting on Wednesday, June 24, 2015, 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: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF RESOLUTION No. 2015-1466 APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM**

**MEETING DATE: JUNE 24, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council Adoption of Resolution No. 2015-1466 approving the application for grant fund for the California River Parkways Grant Program.

**BACKGROUND AND DISCUSSION:**

City of Calabasas is in process of designing and implementing Phase II of Las Virgenes Creek Restoration project. The purpose of this project is to continue the work of rehabilitating and restoring the riverine and riparian function of the Las Virgenes Creek corridor. With the completion and success of the first phase in 2008, the City of Calabasas has committed itself to the restoration of approximately 1.5 miles of creek habitat.

The primary component of Phase II will consist of Restoration, Bank Stabilization and Fish Barrier Enhancements. The project also consists of establishing trail connection along Las Virgenes Creek with interpretive educational panels, sports amenities, bike racks, gazebo, benches and informational signage for community to

use the trail in the most efficient way.

The California Natural Resources Agency (Agency) announced the availability of approximately \$7.6 M funding upon the enactment of the during the FY 15/16 budget. Awards for this program will be made pursuant to the River Parkways Act of 2004. The maximum amount of each grant application is \$500,000. Staff shall prepare a grant application and will participate in the competitive process to acquire funding to off-set the cost of implementing Phase II of the Las Virgenes Creek Restoration project.

Based on current evaluation, the total cost of implementing this project is between \$2.3M to \$2.5M. City staff has already secured two other sources of funding from Urban Stream Restoration program in the amount of \$676,735 and from the IRWMP Prop 84, Round 3 in the amount of \$820,000. City's match includes staff time and \$300,000 funding from Landscape Lighting Act District No. 24 that was approved by the City Council on December 10, 2014.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with adoption of this resolution.

**REQUESTED ACTION:**

that the City Council Adoption of Resolution No. 2015-1466 approving the application for grant fund for the California River Parkways Grant Program.

**ATTACHMENT:**

Resolution No. 2015-1466

**RESOLUTION NO: 2015-1466**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS,  
CALIFORNIA, APPROVING THE APPLICATION FOR GRANT FUNDS  
FOR THE CALIFORNIA RIVER PARKWAYS GRANT PROGRAM.**

**WHEREAS**, the Legislature and Governor of the State of California have provided funds for the program shown above;

**WHEREAS**, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures;

**WHEREAS**, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicants governing board before submission of said application(s) to the State;

**WHEREAS**, the Applicant, if selected, will enter into an agreement with the State of California to carry out the project

**NOW, THEREFORE**, the City Council of the City of Calabasas hereby resolves:

1. Approves the filing of an application for the Las Virgenes Creek Restoration Project – Phase II;
2. Certifies that Applicant understands the assurances and certification in the application;
3. Certifies that Applicant or title holder will have sufficient funds to operate and maintain the project(s) consistent with the land tenure requirements; or will secure the resources to do so;
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code;
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the *California Environmental Quality Act* (CEQA), legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained;
6. Certifies that applicant will work towards the State Planning Priorities intended to promote equity, strengthen the economy, protect the

environment, and promote public health and safety as included in Government Code Section 65041.1,

7. Appoints the Public Works Director or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

The City Clerk shall certify to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

**PASSED, APPROVED AND ADOPTED** this 24<sup>th</sup> day of June, 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
STEVE BALL, LANDSCAPE MANAGER**

**SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACT FOR  
THE CALABASAS PARK GATEWAY PROJECT, SPECIFICATION NO.  
14-15-10, TO VENCO WESTERN, INC. IN THE AMOUNT OF  
\$247,721**

**MEETING DATE: JUNE 24, 2015**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that City Council award the construction contract for the Calabasas Park Gateway Project, Specification No. 14-15-10 to Venco Western, Inc. in the amount of \$247,721.

Staff also recommends appropriating a 10% contingency of the total contract value of \$24,772.10 for potential change orders that are typical with projects of this magnitude.

Staff is recommending total appropriations of \$272,493.10 to cover costs associated with this project.

**DISCUSSION/ANALYSIS:**

The Calabasas Park Gateway Project will introduce a new gateway area for the City of Calabasas. It includes the following improvements:

- 1] Landscaping improvements between Park Sorrento and Park Granada;
- 2] Hardscaping improvements to the walls marking the entrance to Calabasas Park; and
- 3] Installation of a large, lighted, rock monument similar to other gateway treatments throughout the City.

Bids for these projects were received on June 15, 2015. The award decision was based on the lowest responsible and responsive bidder.

Four sealed bids were received for project Specification No.14-15-10 and the lowest bidder was Venco Western, Inc. in the amount of \$247,721. A copy of the bid results are shown in Attachment A.

Venco Western is well known in the region and is regarded as a reputable landscaping contractor. Staff has checked their references provided in their submitted bid packages and received satisfactory reports about the competency and reliability of the contractor and the quality of the projects that they have completed. Their proposed contract is shown in Attachment B.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Account No. 40-319-6501-44 will be used to track all costs associated with the Project Specification No.14-15-10, utilizing Fund 60 Management Reserve. All requested funds should be appropriated to these accounts and adjust the budget accordingly.

**REQUESTED ACTION:**

Staff recommends that City Council award the construction contract for the Calabasas Park Gateway Project, Specification No. 14-15-10 to CONTRACTOR in the amount of \$247,721.

Staff also recommends appropriating a 10% contingency of the total contract value of \$24,772.10 for potential change orders that are typical of projects of this magnitude.

Staff is recommending total appropriations of \$272,493.10 to cover costs associated with this project.

**ATTACHMENTS:**

- Attachment A: Bid Results for Project Specification No.14-15-10
- Attachment B: Construction Contract for Venco Western, Inc.

**CALABASAS PARK GATEWAY PROJECT**

**SPECIFICATION NO. 14-15-10**

**BID RESULTS**

<b>CONTRACTOR</b>	<b>AMOUNT</b>
ENVIRONMENTAL CONST. INC.	\$588,932
C.S. LEGACY CONST, INC.	\$391,756
VENCO WESTERN, INC.	\$ 247,721
AGHAPY GROUP, INC.	\$414,360

## ARTICLES OF AGREEMENT

### CALABASAS PARK GATEWAY PROJECT, SPECIFICATION NO. 14-15-10, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS CALABASAS PARK GATEWAY PROJECT, SPECIFICATION NO. 14-15-10, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 24th day of June, 2015, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and VENCO WESTERN, INC., a California corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

#### **ARTICLE I: Contract Documents**

The contract documents for the CALABASAS PARK GATEWAY PROJECT, SPECIFICATION NO. 14-15-10, 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 \$247,721.00 (Two Hundred and Forty Seven Thousand, Seven Hundred and Twenty One 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:

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

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: Steve Ball, Landscape Mgr

CONTRACTOR: Linda Burr, President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Ave

Calabasas, CA 91302-3172

Oxnard, CA 93030

**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.

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 24<sup>th</sup> day of June, 2015.

CONTRACTOR: VENCO WESTERN, INC.

\_\_\_\_\_  
Linda Burr, President  
License No. C27-562295

AGENCY:

\_\_\_\_\_  
Lucy M. Martin, Mayor

\_\_\_\_\_  
Date

ATTESTED:

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

\_\_\_\_\_  
Date

APPROVED AS  
TO FORM:

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

\_\_\_\_\_  
Date

**( 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)



**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  
CALABASAS PARK GATEWAY PROJECT, SPECIFICATION NO. 14-15-10  
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That VENCO WESTERN, INC., 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 **\$247,721.00** which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: CALABASAS PARK GATEWAY PROJECT, SPECIFICATION NO. 14-15-10 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 or 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\*

Linda Burr  
VENCO WESTERN, INC.  
2400 Eastman Ave  
Oxnard, CA 93030  
805-981-2400

Surety\*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**( 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)



**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:  
VENCO WESTERN, INC.  
2400 Eastman Ave  
Oxnard, CA 93030  
805-981-2400

## 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: \_\_\_\_\_

VENCO WESTERN, INC.

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.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: ADOPTION OF ORDINANCE NO. 2015-326 AMENDING IN ITS ENTIRETY THE CALABASAS MUNICIPAL CODE CHAPTER 8.28 RELATING TO LOW IMPACT DEVELOPMENT AND STORMWATER MANAGEMENT AND POLLUTANT CONTROL.**

**MEETING DATE: JUNE 24, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council adopt Ordinance 2015-326 to amend in its entirety Chapter 28 of Title 8 of the Calabasas Municipal Code regarding stormwater and urban runoff pollution control regulations.

**BACKGROUND & DISCUSSION:**

Ordinance No. 2015-326 was introduced at the June 10, 2015 Council meeting.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with adoption of this ordinance.

**REQUESTED ACTION:**

That the City Council adopt Ordinance 2015-326 to amend in its entirety Chapter 28 of Title 8 of the Calabasas Municipal Code regarding stormwater and urban runoff pollution control regulations.

**ATTACHMENT:**

Ordinance No. 2015-326

**ITEM 4 ATTACHMENT  
ORDINANCE NO. 2015-326**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING IN ITS ENTIRETY CHAPTER 28 OF ARTICLE 8 OF THE CALABASAS MUNICIPAL CODE (STORM WATER AND URBAN RUNOFF POLLUTION PREVENTION CONTROLS), TO INCLUDE LOW IMPACT DEVELOPMENT REQUIREMENTS AND ADDITIONAL REVISIONS PURSUANT TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT REQUIREMENTS FOR THE MUNICIPAL SEPARATE STORM SEWER SYSTEM**

**WHEREAS**, the City is authorized by Article XI, Section 5 and Section 7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general welfare; and

**WHEREAS**, the federal Clean Water Act establishes Regional Water Quality Control Boards in order to prohibit the discharge of pollutants in storm water runoff to waters of the United States; and

**WHEREAS**, the City is a co-permittee under the California Regional Water Quality Control Board, Los Angeles Region Order No. R4-2012-0175, issued on November 08, 2012 which establishes Waste Discharge Requirements for Municipal Separate Storm Sewer Systems (MS4) Discharges within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4; and

**WHEREAS**, Order No. R4-2012-0175 contains requirements for municipalities to establish a Low Impact Development (LID) Ordinance in order to participate in a Watershed Management Program and/or Enhanced Watershed Management Program; and

**WHEREAS**, the City has the authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions and limitations with respect to any activity that might degrade waters of the State; and

**WHEREAS**, the City is committed to a storm water management program that protects water quality and water supply by employing watershed-based approaches that balance environmental and economic considerations; and

**WHEREAS**, urbanization has led to increased impervious surface areas resulting in increased water runoff and less percolation to groundwater aquifers causing the transport of pollutants to downstream receiving waters; and

**WHEREAS**, it is the intent of the City to expand the applicability of the existing LID requirements by providing storm water and rainwater LID strategies for all projects for Development and Redevelopment projects where technically feasible, as defined herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The City Council hereby finds, in the exercise of its independent judgment and analysis, that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") because the Low Impact Development requirements for new development and redevelopment projects of this Ordinance will not have a significant effect on the environment, and the adoption of this Ordinance and the timing thereof is mandated by the action of the Los Angeles Regional Water Quality Control Board ("LARWQCB"). In this case, the City is acting at the direction of the LARWQCB and federal law to protect, maintain, restore and enhance natural resources and the environment. To comply with the requirements of the LARWQCB, the City Council finds that the adoption of this Ordinance is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15307 and 15308. Furthermore, this Ordinance will have no possible significant effect on the environment, given that the provisions of this Ordinance provides similar regulations as currently exist and will not in and of themselves cause any change in the environment. Staff is hereby directed to prepare and post a notice of exemption pursuant to CEQA Guidelines Section 15062.

**SECTION 2.** Chapter 28 of Article 8 of the Calabasas Municipal Code is hereby amended in its entirety to read as follows:

## **CHAPTER 28.**

### **STORM WATER MANAGEMENT AND DISCHARGE CONTROL**

#### **Sections:**

- Short title.
- Findings.
- Purpose and intent.
- Definitions.
- Prohibited activities.
- Exempted discharges

- Conditional Exceptions from Non-Storm Water Discharges Prohibition.
- Good housekeeping provisions.
  - Requirements for existing properties.
- Requirements for industrial/commercial and construction activities.
  - Low impact development requirements for new development and redevelopment.
- Fees
- Enforcement.
- No taking.

**8.28.008 - SHORT TITLE.**

This chapter shall be known as the “Chapter 8.28: Storm Water Management and Discharge Control”

**8.28.009 - FINDINGS.**

- A. The Federal Clean Water Act (33 U.S.C. 1251, et seq.) provides for the regulation and reduction of pollutants discharged into the waters of the United States by extending National Pollutant Discharge Elimination System (hereinafter “NPDES”) requirements to storm water and urban runoff discharge into municipal storm drain systems.
- B. The city of Calabasas is authorized by Article XI, §5 and §7 of the State Constitution to exercise the police power of the State by adopting regulations to promote public health, public safety and general prosperity.
- C. The city of Calabasas has authority under the California Water Code to adopt and enforce ordinances imposing conditions, restrictions and limitations with respect to any activity which might degrade the quality of waters of the State.
- D. Storm water and urban runoff flows from individual properties into streets, storm drains, or natural watercourses, which then lead into the Santa Monica Bay.
- E. The city of Calabasas is a permittee under the “Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges Within the Coastal Watersheds of Los Angeles County, Except those Discharges Originating from the City of Long Beach MS4”, issued by the California Regional Water Quality Control Board—Los Angeles Region (Order No. R4-2012-0175), which also serves as a NPDES permit under the Federal Clean Water Act (NPDES No. CAS004001), as well as Waste Discharge Requirements under California law (the “Municipal NPDES permit”). In order to participate in a Watershed Management Program and/or Enhanced Watershed Management Program and/or Enhanced Watershed Management Program, the Municipal NPDES permit requires permittees to develop and implement a Low Impact Development (LID)

ordinance.

- F. The city of Calabasas is committed to a stormwater management program that protects water quality and water supply by employing watershed-based approaches that balance environmental, social, and economic considerations.
- G. Urbanization has led to increased impervious surface areas resulting in increased water runoff and less percolation to groundwater aquifers causing the transport of pollutants to downstream receiving waters.
- H. The city of Calabasas needs to take a new approach to managing rainwater and urban runoff while mitigating the negative impacts of development and urbanization.
- I. LID is widely recognized as a sensible approach to managing the quantity and quality of stormwater runoff by setting standards and practices to maintain or restore the natural hydrologic character of a development site, reduce off-site runoff, improve water quality, and provide groundwater recharge.
- J. In order to control, in a cost-effective manner, the quantity and quality of storm water and urban runoff to the maximum extent practicable, the adoption of reasonable regulations, as set forth herein, is essential.
- K. This chapter also sets forth requirements for the construction and operation of certain commercial development, new development and redevelopment and other projects (as further defined herein). This chapter authorizes the authorized enforcement officer to define and adopt applicable best management practices and other storm water pollution control measures, to grant waivers from LID requirements, as provided herein, to enforce the provisions of this chapter. Except as otherwise provided herein, the authorized enforcement officer shall administer, implement and enforce the provisions of this section.

#### **8.28.010 - PURPOSE AND INTENT.**

A. The purpose of this Chapter is to ensure the future health, safety and general welfare of the citizens of the City and the water quality of the Malibu Creek and Los Angeles River watersheds and surrounding coastal areas by:

- 1. Reducing pollutants in storm water discharges to the maximum extent practicable;
- 2. Regulating illicit connections and illicit discharges and thereby reducing the level of contamination of storm water and urban runoff into the MS4 and receiving waters; and
- 3. Regulating non-storm water discharges to the MS4, natural drainage courses, and receiving waters.

B. The intent of this chapter is to protect and enhance the quality of watercourses, water bodies, and wetlands within the city in a manner consistent

with the Federal Clean Water Act, the California Porter-Cologne Water Quality Control Act and the Municipal NPDES Permit.

C. This Chapter also sets forth requirements for the construction and operation of certain commercial development, new development and redevelopment and other projects (as further defined herein) which are intended to ensure compliance with the storm water mitigation measures prescribed in the current version of the Municipal NPDES Permit approved by the Regional Water Quality Control Board, Los Angeles Region.

D. This Chapter authorizes the Authorized Enforcement Officer to define and adopt applicable Best Management Practices (BMP's) and other storm water pollution control measures and to cite infractions and to impose fines pursuant to this Chapter. Except as otherwise provided herein, the Authorized Enforcement Officer shall administer, implement and enforce the provisions of this Section.

E. This Chapter is also intended to provide the City with the legal authority necessary to control discharges to and from those portions of the municipal storm water system over which it has jurisdiction as required by the municipal NPDES Permit.

#### **8.28.020 - DEFINITIONS.**

Except as specifically provided herein, any term used in this chapter shall be defined as that term is defined in the current Municipal NPDES Permit, or if it is not specifically defined in either the Municipal NPDES permit, then as such term is defined in the Federal Clean Water Act, as amended, and/or the regulations promulgated thereunder. If the definition of any term contained in this chapter conflicts with the definition of the same term in the current Municipal NPDES permit, then the definition contained in the Municipal NPDES permit shall govern. The following words and phrases shall have the following meanings when used in this chapter.

**"Area Susceptible to Runoff"** means any surface directly exposed to precipitation or in the path of runoff caused by precipitation which path leads off the parcel on which the surface is located.

**"Area of Special Biological Significance (ASBS)"** means areas designated by the State Water Board as ocean areas requiring protection of species or biological communities to the extent that alteration of natural water quality is undesirable. All Areas of Special Biological Significance are also classified as a subset of State Water Quality Protection Areas.

**"Authorized Enforcement Officer"** means the Director of the Department of Public Works on his or her designee.

**"Automotive Service Facility"** means a facility that is categorized in any one of the following Standard Industrial Classification (SIC) and North American Industry Classification System (NAICS) codes. For inspection purposes, Permittees need not inspect facilities with SIC codes 5013, 5014, 5541, 5511 provided that these facilities have no outside activities or materials that may be exposed to storm water.

**"Basin Plan"** means the Water Quality Control Plan, Los Angeles Region, Basin Plan for the Coastal Watersheds of Los Angeles and Ventura Counties, adopted by the Regional Water Board on June 13, 1994 and subsequent amendments.

**"Best Management Practices (BMPs)"** means practices or physical devices or systems designed to prevent or reduce pollutant loading from storm water or non-storm water discharges to receiving waters, or designed to reduce the volume of storm water or non-storm water discharged to the receiving water. Examples of BMPs may include, but are not limited to public education and outreach, proper planning of development projects, proper cleaning of catch basin inlets, and proper sludge- or waste-handling and disposal, among others.

**"Biofiltration"** means a LID BMP that reduces storm water pollutant discharges by intercepting rainfall on vegetative canopy or groundcover, and through incidental infiltration and/or evapotranspiration, and filtration. Incidental infiltration is an important factor in achieving the required pollutant load reduction. Therefore, the term "biofiltration" as used in this Ordinance is defined to include only systems designed to facilitate incidental infiltration or achieve the equivalent pollutant reduction as biofiltration BMPs with an underdrain (subject to approval by the Regional Board's Executive Officer). Biofiltration BMPs include bioretention systems with an underdrain and bioswales.

**"Bioretention"** means a LID BMP that reduces storm water runoff by intercepting rainfall on vegetative canopy, and through evapotranspiration and infiltration. The bioretention system typically includes a minimum 2-foot top layer of a specified soil and compost mixture underlain by a gravel-filled temporary storage pit dug into the in-situ soil. As defined in this Ordinance, a bioretention BMP may be designed with an overflow drain, but may not include an underdrain. When a bioretention BMP is designed or constructed with an underdrain it is regulated by the NPDES Permit as biofiltration.

**"Bioswale"** means a LID BMP consisting of a shallow channel lined with grass or other dense, low-growing vegetation. Bioswales are designed to collect storm

water runoff and to achieve a uniform sheet flow through the dense vegetation for a period of several minutes.

**"City"** means the City of Calabasas.

**"Clean Water Act (CWA)"** means the Federal Water Pollution Control Act enacted in 1972, by Public Law 92-500, and amended by the Water Quality Act of 1987. The Clean Water Act prohibits the discharge of pollutants to Waters of the United States unless the discharge is in accordance with a NPDES Permit.

**"Commercial Development"** means any development on private land that is not heavy industrial or residential. The category includes, but is not limited to: hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities, mini-malls and other business complexes, shopping malls, hotels, office buildings, public warehouses and other light industrial complexes.

**"Commercial Malls"** means any development on private land comprised of one or more buildings forming a complex of stores which sell various merchandise, with interconnecting walkways enabling visitors to easily walk from store to store, along with parking area(s). A commercial mall includes, but is not limited to: mini-malls, strip malls, other retail complexes, and enclosed shopping malls or shopping centers.

**"Construction Activity"** means any construction or demolition activity, clearing, grading, grubbing, or excavation or any other activity that result in land disturbance. Construction does not include emergency construction activities required to immediately protect public health and safety or routine maintenance activities required to maintain the integrity of structures by performing minor repair and restoration work, maintain the original line and grade, hydraulic capacity, or original purposes of the facility. See "Routine Maintenance" definition for further explanation. Where clearing, grading or excavating of underlying soil takes place during a repaving operation, State General Construction Permit coverage by the State of California General Permit for Storm Water Discharges Associated with Industrial Activities or for Storm water Discharges Associated with Construction Activities is required if more than one acre is disturbed or the activities are part of a larger plan.

**"Control"** means to minimize, reduce or eliminate by technological, legal, contractual, or other means, the discharge of pollutants from an activity or activities.

**"Development"** means construction, rehabilitation, redevelopment or reconstruction of any public or private residential project (whether single-family, multiunit or

planned unit development); industrial, commercial, retail, and other nonresidential projects, including public agency projects; or mass grading for future construction. It does not include routine maintenance to maintain original line and grade, hydraulic capacity, or original purpose of facility, nor does it include emergency construction activities required to immediately protect public health and safety.

**"Directly Adjacent"** means situated within two hundred feet of the contiguous zone required for the continued maintenance, function, and structural stability of the environmentally sensitive area.

**"Director"** means the City's Director of Public Works or the Director's designee.

**"Discharge"** when used without further qualification of the term means any release, spill, leak, pump, flow, escape, dumping, or disposal of any liquid, semisolid, or solid substance.

**"Discharging Directly"** means outflow from a drainage conveyance system that is composed entirely or predominantly of flows from the subject, property, development, subdivision, or industrial facility, and not commingled with the flows from adjacent lands.

**"Discharge of a pollutant"** means any addition of any "pollutant" or combination of pollutants to "waters of the United States" from any "point source" or, any addition of any pollutant or combination of pollutants to the waters of the "contiguous zone" or the ocean from any point source other than a vessel or other floating craft which is being used as a means of transportation. The term discharge includes additions of pollutants into waters of the United States from: surface runoff which is collected or channeled by man; discharges through pipes, sewers, or other conveyances owned by a state, municipality, or other person which do not lead to a treatment works; and discharges through pipes, sewers, or other conveyances, leading into privately owned treatment works.

**"Discretionary project"** is defined in the same manner as Section 15357 of the Guidelines For Implementation of the California Environmental Quality Act contained in Title 14 of the California Code Of Regulations, as amended, and means a project which requires the exercise of judgment or deliberation when the city decides to approve or disapprove a particular activity, as distinguished from situations where the city merely has to determine whether there has been conformity with applicable statutes, ordinances, or regulations.

**"Disturbed Area"** means an area that is altered as a result of clearing, grading, and/or excavation.

**"Environmentally Sensitive Area (ESA)"** means an area in which plant or animal life or their habitats are either rare or especially valuable because of their special nature or role in an ecosystem and which would be easily disturbed or degraded by human activities and developments (California Public Resources Code Section 30107.5). Areas subject to storm water mitigation requirements are areas designated as significant ecological areas by the county of Los Angeles (Los Angeles County Significant Areas Study, Los Angeles County Department of Regional Planning (1976) and amendments); an area designated as a significant natural area by the California Department of Fish and Wildlife's Significant Natural Areas Program provided that area has been field verified by the Department of Fish and Game; an area listed in the Basin Plan as supporting the Rare, Threatened, or Endangered Species (RARE) beneficial use; and an area identified by the City as environmentally sensitive as reflected on the map which is on file in the City's department of Public Works.

**"Flow-through BMPs"** means modular, vault type "high flow biotreatment" devices contained within an impervious vault with an underdrain or designed with an impervious liner and an underdrain.

**"General Construction Activities Storm Water Permit"** means the general NPDES Permit adopted by the State Board which authorizes the discharge of storm water from construction activities under certain conditions.

**"General Industrial Activities Storm Water Permit"** means the general NPDES Permit adopted by the State Board which authorizes the discharge of storm water from certain industrial activities under certain conditions.

**"Green Roof"** means a LID BMP using planter boxes and vegetation to intercept rainfall on the roof surface. Rainfall is intercepted by vegetation leaves and through evapotranspiration. Green roofs may be designed as either a bioretention BMP or as a biofiltration BMP. To receive credit as a bioretention BMP, the green roof system planting medium shall be of sufficient depth to provide capacity within the pore space volume to contain the design storm depth and may not be designed or constructed with an underdrain.

**"Good housekeeping practices"** means common practices related to the storage, use, or cleanup of materials, performed in a manner that minimizes the discharge of pollutants. Examples include, but are not limited to, purchasing only the quantity of materials to be used at a given time, use of alternative and less environmentally harmful products, cleaning up spills and leaks, and storing materials in a manner that will contain any leaks or spills.

**"Hazardous Material(s)"** means any material(s) defined as hazardous by Division 20, Chapter 6.95 of the California Health and Safety Code.

**"Hillside"** means a property located in an area with known erosive soil conditions, where the development contemplates grading on any natural slope that is 25% or greater and where grading contemplates cut or fill slopes.

**"Illicit Connection"** means any man-made conveyance that is connected to the storm drain system without a permit, excluding gutters, roof-drains and other similar connections. Examples include channels, pipelines, conduits, inlets, or outlets that are connected directly to the storm drain system.

**"Illicit discharge"** means any discharge that is prohibited under local, state, or federal statutes, ordinances, codes, or regulations and is:

1. Into the MS4;
2. From the MS4 into a receiving water;
3. Through a natural drainage channel into the MS4 or into a receiving water; or directly into a receiving water.

The term illicit discharge includes any non-storm water discharge, except authorized non-storm water discharges; conditionally except non-storm water discharges; and non-storm water discharges resulting from natural flows specifically identified in the NPDES Permit

**"Impervious Surface"** means any man-made or modified surface that prevents or significantly reduces the entry of water into the underlying soil, resulting in runoff from the surface in greater quantities and/or at an increased rate, when compared to natural conditions prior to development. Examples of places that commonly exhibit impervious surfaces include parking lots, driveways, roadways, storage areas, and rooftops. The imperviousness of these areas commonly results from paving, compacted gravel, compacted earth, and oiled earth.

**"Industrial Park"** means land development that is set aside for industrial development. Industrial parks are usually located close to transport facilities, especially where more than one transport modalities coincide: highways, railroads, airports, and navigable rivers. It includes office parks, which have offices and light industry.

**"Infiltration"** means the downward entry of water into the surface of the soil.

**"Infiltration BMP"** means a LID BMP that reduces stormwater runoff by capturing and infiltrating the runoff into in-situ soils or amended onsite soils. Examples of infiltration BMPs include infiltration basins, dry wells, and pervious pavement.

**"Inspection"** means entry and the conduct of an on-site review of a facility and its operations, at reasonable times, to determine compliance with specific municipal or other legal requirements. The steps involved in performing an inspection, include,

but are not limited to:

1. Pre-inspection documentation research;
2. Request for entry;
3. Interview of facility personnel;
4. Facility walk-through;
5. Visual observation of the condition of facility premises;
6. Examination and copying of records as required;
7. Sample collection (if necessary or required);
8. Exit conference (to discuss preliminary evaluation); and Report preparation, and if appropriate, recommendations for coming into compliance.

**"Low Impact Development (LID)"** consists of building and landscape features designed to retain or filter storm water runoff.

**"Material"** means any substance including, but not limited to: garbage and debris; lawn clippings, leaves, and other vegetation; biological and fecal waste; sediment and sludge; oil and grease; gasoline; paints, solvents, cleaners, and any fluid or solid containing chemicals.

**"Maximum Extent Practicable (MEP)"** means the standard for implementation of storm water management programs to reduce pollutants in storm water, including management practices, control techniques and system, design and engineering methods. See also Municipal NPDES Permit.

**"Multi-Phased Project"** means any Planning Priority Project implemented over more than one phase. The Site of a Multi-Phased Project shall include any land and water area designed and used to store, treat or manage stormwater runoff in connection with the Development or Redevelopment, including any tracts, lots, or parcels of real property, whether Developed or not, associated with, functionally connected to, or under common ownership or control with such Development or Redevelopment.

**"Municipal NPDES Permit"** or **"MS4 Permit"** means the 'Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach MS4" (Order No. R4-2012-0175, NPDES Permit No. CAS004001 ), issued on November 08, 2012, issued by the California Regional Water Quality Control Board, Los Angeles Region and any successor permit to that permit.

**"Municipal Separate Storm Sewer System (MS4)"** or **"Municipal Storm Water System"** means a conveyance or system of conveyances (including roads with

drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

1. Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to waters of the United States;
2. Designed or used for collecting or conveying storm water;
3. Which is not a combined sewer;
4. Which is not part of a Publicly Owned Treatment Works (POTW) as defined at 40 C.F.R. Section 122.2. (40 C.F.R. Section 122.26(b)(8)).

**"National Pollutant Discharge Elimination System (NPDES)"** means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring and enforcing permits, and imposing and enforcing pretreatment requirements, under CWA Section 307, 402, 318, and 405. The term includes an "approved program."

**"Natural Drainage System"** means a drainage system that has not been improved (e.g., channelized or armored). The clearing or dredging of a natural drainage system does not cause the system to be classified as an improved drainage system.

**"New Development"** means land disturbing activities; structural development, including construction or installation of a building or structure, creation of impervious surfaces; and land subdivision.

**"NPDES Permit"** means any waste discharge requirements issued by the California Regional Water Quality Control Board, Los Angeles Region or the State Water Resources Control Board as an NPDES Permit pursuant to Water Code Section 13370.

**"Parking Lot"** means land area or facility for the parking or storage of motor vehicles used for businesses, commerce, industry, or personal use, with a lot size of five thousand square feet or more of surface area, or with twenty-five or more parking spaces.

**"Pollutant"** means those pollutants defined in Section 502(6) of the federal Clean Water Act (33 U.S.C. Section 1362(6)), or incorporated into California Water Code Section 13373. Examples of pollutants include, but are not limited to the following:

1. Commercial and industrial waste (such as fuels, solvents, detergents, plastic pellets, hazardous substances, fertilizers, pesticides, slag, ash, and sludge);

2. Metals such as cadmium, lead, zinc, copper, silver, nickel, chromium; and non-metals such as phosphorus and arsenic;
3. Petroleum hydrocarbons (such as fuels, lubricants, surfactants, waste oils, solvents, coolants and grease);
4. Excessive eroded soils, sediment and particulate materials in amounts which may adversely affect the beneficial use of the receiving waters, flora or fauna of the state;
5. Animal wastes (such as discharge from confinement facilities, kennels, pens, recreational facilities, stables, and show facilities);
6. Substances having characteristics such as pH less than six or greater than nine, or unusual coloration or turbidity, or excessive levels of fecal coliform, or fecal streptococcus, or enterococcus.

The term "pollutant" shall not include uncontaminated storm water, potable water or reclaimed water generated by a lawfully permitted water treatment facility. The term "pollutant" also shall not include any substance identified in this definition, if through compliance with the Best Management Practices available, the discharge of such substance has been reduced or eliminated to the maximum extent practicable. In an enforcement action, the burden shall be on the person who is the subject of such action to establish the reduction or elimination of the discharge to the maximum extent practicable through compliance with the Best Management Practices available.

**"Planning Priority Project"** mean a project that is required to incorporate appropriate storm water mitigation measures into the design plan for its respective project.

**"Project"** means all development, redevelopment, and land disturbing activities. The term is not limited to "Project" as defined under CEQA (Pub. Resources Code Section 21 065).

**"Rainfall Harvest and Use"** means a LID BMP system designed to capture runoff, typically from a roof but can also include runoff capture from elsewhere within the site, and to provide for temporary storage until the harvested water can be used for irrigation or non-potable uses. The harvested water may also be used for potable water uses if the system includes disinfection treatment and is approved for such use by the local building department in conjunction with requirements of the County public health department.

**"Receiving Water"** means "water of the United States" into which waste and/or pollutants are or may be discharged.

**"Redevelopment"** means land-disturbing activity that results in the creation, addition or replacement of at least five thousand square feet of impervious surface area on an already developed site for all project categories except single family

residential projects. For existing single family dwelling and accessory structures, redevelopment is the creation, addition, or replacement of 10,000 square feet or more of impervious surface area. "**Redevelopment**" includes, but is not limited to, the following activities that meet the minimum standards set forth in this definition:

1. Expansion of a building footprint;
2. Addition or replacement of a structure;
3. Replacement of an impervious surface that is not part of a routine maintenance activity; and
4. Land disturbing activities related to structural or impervious surfaces. "Redevelopment" does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or an emergency redevelopment activity that is required to protect public health and safety.

"**Regional Board**" means the California Regional Water Quality Control Board, Los Angeles Region.

"**Restaurant**" means a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC Code 5812).

"**Retail Gasoline Outlet**" means any facility engaged in selling gasoline and lubricating oils.

"**Routine Maintenance**" includes, but is not limited to projects conducted:

1. Maintain the original line and grade, hydraulic capacity, or original purpose of the facility.
2. Perform as needed restoration work to preserve the original design grade, integrity and hydraulic capacity of flood control facilities.
3. Carry out road shoulder work, regrade dirt or gravel roadways and shoulders and perform ditch cleanouts.
4. Update existing lines<sup>1</sup> and facilities to comply with applicable codes, standards, and regulations regardless if such projects result in increased capacity.
5. Repair leaks Routine maintenance does not include construction of new<sup>2\*\*</sup> lines or facilities resulting from compliance with applicable codes, standards and regulations.

"**Runoff**" means any runoff including storm water and dry weather flows from a drainage area that reaches a receiving water body or subsurface. During dry

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<sup>1</sup> Update existing lines includes replacing existing lines with new materials or pipes.

<sup>2</sup> New lines are those that are not associated with existing facilities and are not part of a project to update or replace existing lines.

weather it is typically comprised of base flow either contaminated with pollutants or uncontaminated and nuisance flows.

**"Significant Ecological Areas (SEAs)"** means an area that is determined to possess an example of biotic resources that cumulatively represent biological diversity, for the purposes of protecting biotic diversity, as part of the Los Angeles County General Plan. Areas are designated as SEAs, if they possess one or more of the following criteria:

1. The habitat of rare, endangered, and threatened plant and animal species.
2. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind, or are restricted in distribution on a regional basis.
3. Biotic communities, vegetative associations, and habitat of plant and animal species that are either one of a kind or are restricted in distribution in Los Angeles County.
4. Habitat that at some point in the life cycle of a species or group of species, serves as a concentrated breeding, feeding, resting, migrating grounds and is limited in availability either regionally or within Los Angeles County.
5. Biotic resources that are of scientific interest because they are either an extreme in physical/geographical limitations, or represent an unusual variation in a population or community.
6. Areas important as game species habitat or as fisheries.
7. Areas that would provide for the preservation of relatively undisturbed examples of natural biotic communities in Los Angeles County.
8. Special areas.

**"Site"** means land or water area where any "facility or activity" is physically located or conducted, including adjacent land used in connection with the facility or activity.

**"Source control BMP"** means any schedule of activities, prohibition of practices, maintenance procedures, managerial practices or operational practices that aim to prevent storm water pollution by reducing the potential for contamination at the source of pollution.

**"Standard Urban Storm Water Mitigation Plan"** or **"SUSMP"** means the current version of the Standard Urban Storm Water Mitigation Plan approved by the regional board, and on file in the office of the city clerk of this city, and the NPDES Permit models that have been approved by the executive officer of the regional board for implementation to control storm water pollution from new development and redevelopment or any project that were authorized under a prior version (pre-2012) of the Municipal NPDES Permit.

**"Storm Drain System"** means any facility or any parts of the facility, including streets, gutters, conduits, natural or artificial drains, channels and watercourse that are used for the purpose of collecting, storing, transporting or disposing of storm water and are located within the City.

**"Storm event"** means a rainfall event that produces more than one-tenth inch of precipitation in twenty-four (24) hours unless specifically stated otherwise.

**"Stormwater or Storm Water"** means runoff and drainage related to precipitation events (pursuant to 40 C.F.R. Section 122.26(b)(13); 55 Fed. Reg. 47990, 47995(No ~ 16, 1990)).

**"Storm Water Runoff" or "Urban Runoff"** means surface water flow produced by storm and non-storm events. Non-storm events include flow from residential, commercial or industrial activities involving the use of potable and non-potable water. When all other factors are constant, runoff increases as the perviousness of a surface decreases.

**"Storm Water Management Plan"** means a plan which shall be required in connection with any new development or redevelopment for the purposes of construction erosion control, runoff detention to control runoff rate to predevelopment levels, and runoff retention or other treatment measures to prevent dry-weather pollution from entering the storm drain system.

**"Storm water runoff"** means that part of precipitation (rainfall or snowmelt) which travels via flow across a surface to the MS4 or receiving waters from impervious, semi-pervious or pervious surfaces. When all other factors are equal, runoff increases as the perviousness of a surface decreases.

**"Structural BMP"** means any structural facility designed and constructed to mitigate the adverse impacts of storm water and urban runoff pollution (e.g. canopy, structural enclosure). Structural BMPs may include both treatment control BMPs and source control BMPs.

**"SUSMP"** means the Los Angeles Countywide Standard Urban Stormwater Mitigation Plan

**"Treatment"** means the application of engineered systems that use physical, chemical, or biological processes to remove pollutants. Such processes include, but are not limited to, filtration, gravity settling, media adsorption, biodegradation, biological uptake, chemical oxidation and UV radiation.

**"Treatment Control BMP"** means any engineered system designed to remove pollutants by simple gravity settling of particulate pollutants, filtration, biological uptake, media adsorption or any other physical, biological, or chemical process.

**"Urban runoff"** means surface water flow produced by nonstorm water resulting from residential, commercial, and industrial activities involving the use of potable and non-potable water.

#### **8.28.030 – Responsibility for administration**

This chapter shall be administered by the Public Works Director.

#### **8.28.040 - PROHIBITED ACTIVITIES.**

##### A. Illicit discharges and connections.

No person shall commence, establish, use, maintain, or continue any illicit connections to the MS4 or any illicit discharges to the MS4. This prohibition against illicit connections applies to the use, maintenance, or continuation of any illicit connection, whether that connection was established prior to, or after the effective date of this Chapter.

##### B. Littering:

No person shall throw, deposit, place, leave, maintain, keep or permit to be thrown, deposited, placed, left, or maintained or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin, conduit or drainage structure, business place, or upon any private plot of land in the City, so that the same might be or become a pollutant. No person shall throw or deposit litter in any fountain, pond, lake, stream, or other body of water within the City. This subsection shall not apply to refuse, rubbish or garbage deposited in containers or other appropriate receptacles which are placed in designated locations for regular solid waste pick up and disposal.

##### C. Disposal of Landscape Debris:

No person shall intentionally dispose of leaves, dirt or other landscape debris into a storm drain.

##### D. Industrial Activities:

No person shall conduct any industrial activity in the City without obtaining all permits required by state or federal law, including a NPDES general industrial activity storm water permit when required. Persons conducting industrial activities within the City should refer to the most recent edition of the "Industrial/Commercial Best Management Practices Handbook", produced and published by the Storm Water Quality Task Force, for specific guidance on selecting best management

practices for reducing pollutants in storm water discharges from industrial activities.

E. Non-storm water discharges.

All non-storm water discharges into the MS4 are prohibited unless those flows are:

1. In compliance with a separate NPDES Permit;
2. Pursuant to a discharge exemption by the Regional Board, the Regional Board's Executive Officer, or the State Water Resources Control Board;
3. Associated with emergency firefighting activities (i.e., flows necessary for the protection of life or property);
4. Natural flows as defined in the Municipal NPDES Permit;
5. Conditionally exempt non-storm water discharges as defined in accordance with the Municipal NPDES Permit; or
6. Authorized as a temporary non-storm water discharge by USEPA pursuant to Sections 104(a) or 104(b) of the Comprehensive Environmental Response, Compensation, and Liability Act.

F. Prohibited discharges

Include, but are not limited to:

1. The discharge of wash waters to the MS4 from commercial auto washing or when gas stations, auto repair garages, or other type of automotive service facilities are cleaned;
2. The discharge of water to the MS4 from mobile auto washing, steam cleaning, mobile carpet cleaning, and other such mobile commercial and industrial operations;
3. Discharges to the MS4 from areas where repair of machinery and equipment, including motor vehicles, which are visibly leaking oil, fluid, or antifreeze, is undertaken;
4. Discharges of runoff to the MS4 from storage areas of materials containing grease, oil, or other hazardous substances, and uncovered receptacles containing hazardous materials;
5. Discharges of commercial/residential swimming pool filter backwash to the MS4;
6. Discharges of runoff from the washing of toxic materials from paved or unpaved areas to the MS4;
7. Discharges to the MS4 from washing impervious surfaces in industrial/commercial areas, unless specifically required by the State's, or the City's, or Los Angeles County's health and safety codes, or permitted under a separate NPDES permit;
8. Discharges to the MS4 from the washing out of concrete or cement laden wash water from concrete trucks, pumps, tools, and equipment;
9. Discharges to the MS4 of any pesticide, fungicide, or herbicide banned by the US EPA or the California Department of Pesticide Regulation or a product registered under the Federal Insecticide, Fungicide and Rodenticide

Act to any waste stream that may ultimately be released to waters of the United State~ unless specifically authorized under an NPDES permit. This requirement is not applicable to products used for lawn and agricultural purposes.

10. The disposal of hazardous wastes into trash containers used for municipal trash disposal where such disposal causes or threatens to cause a direct or indirect discharge to the MS4.

G. Discharges in violation of the Municipal NPDES Permit.

Any discharge that would result in or contribute to a violation of the Municipal NPDES Permit, either separately or in combination with other discharges, is prohibited. Liability for any such discharge shall be the responsibility of the person(s) causing or responsible for the discharge, and such person(s) shall defend, indemnify and hold harmless the City from all losses, liabilities, claims, or causes of actions in any administrative or judicial action relating to such discharge.

G. Industrial Activities.

No person shall conduct any industrial activity in the city without obtaining all permits required by state or federal law, including a NPDES General Industrial Activities Storm Water Permit when required. Persons conducting industrial activities within the city shall refer to the most recent edition of the Industrial/Commercial Best Management Practices Handbook, produced and published by the Storm Water Quality Task Force, for specific guidance on selecting best management practices for reducing pollutants in storm water discharges from industrial activities.

**8.28.060 - EXEMPTED DISCHARGES.**

Discharges from those activities specifically identified in, or pursuant to, Part III.A.1-3 of the Municipal NPDES Permit as being exempted discharges, conditionally exempted discharges, or designated discharges shall not be considered a violation of this Chapter, provided that any such discharges are consistent with Part III.A of the Municipal NPDES Permit and:

- A. Applicable BMPs developed pursuant to the Municipal NPDES Permit are implemented to minimize any adverse impacts from such identified sources;
- B. The discharger meets all notification, reporting and recordkeeping requirements; and
- C. The discharger has conducted all applicable monitoring requirements.

**8.28.080 - CONDITIONAL EXEMPTIONS FROM NON-STORM WATER DISCHARGE PROHIBITION.**

The following categories of non-storm water discharges are conditionally exempt

from the non-storm water discharge Prohibition in the Municipal NPDES Permit and shall not be considered a violation of this chapter; provided that they meet all required conditions and BMPs as specified, or as otherwise approved by the Regional Board.

- A. Discharges from essential non-emergency fire fighting activities provided appropriate BMPs are implemented pursuant to the Municipal NPDES Permit;
- B. Discharges from drinking water supplier distribution systems, where not otherwise regulated by an individual or general NPDES permit, provided appropriate BMPs are implemented pursuant to the Municipal NPDES Permit;
- C. Discharges from foundation and footing drains;
- D. Water from crawl space or basement pumps;
- E. Hillside dewatering;
- F. Naturally occurring ground water seepage via a MS4; and
- G. Non-anthropogenic flows from a naturally occurring stream via a culvert MS4, as long as there are no contributions of anthropogenic runoff.

Conditionally exempt non-storm water discharges shall not cause or contribute to an exceedance of applicable receiving water limitations and/or water quality effluent limitations pursuant to the Municipal NPDES permit or Special Protections, or alter natural ocean water quality.

#### **8.28.100 - GOOD HOUSEKEEPING PROVISIONS.**

Owners and occupants of property within the city shall implement best management practices to prevent or reduce non-stormwater discharges and the discharge of pollutants to the municipal storm water system, natural drainage courses, the ASBS and receiving waters to the maximum extent practicable. Treatment and structural BMPs shall be properly operated and maintained to prevent the breeding of vectors. Implementation includes, but is not limited to:

- A. Chemical and Human Waste. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical, human, or septic waste to precipitation in an area where a discharge to city streets, the MS4, natural drainage courses, or receiving water may or does occur.
- B. Use of Water. Dry cleaning methods shall be used for outdoor areas before using cleaning methods that require water, as runoff is not permitted to leave the property. Sweeping and collection of debris is encouraged for trash disposal and cleaning outdoor areas.
- C. Storage of Materials. Machinery, and Equipment. Machinery or equipment that is to be repaired or maintained in areas susceptible to or exposed to runoff, shall be placed in a manner so that leaks, spills and other maintenance-related pollutants are not discharged to the MS4, natural drainage courses, or receiving waters.
- D. Removal and Disposal of Debris from Industrial/Commercial Motor Vehicle

Parking Lots. Industrial/commercial motor vehicle parking lots with more than twenty-five (25) parking spaces that are located in areas potentially exposed to storm water shall be swept regularly or other equally effective measures shall be utilized to remove debris from such parking lots.

- E. Food Wastes. Food wastes generated by nonresidential food service and food distribution sources shall be properly disposed of and in a manner so such wastes are not discharged to the MS4, natural drainage courses, or receiving waters.
- F. Best Management Practices. Best management practices shall be used in areas susceptible to runoff for the removal and lawful disposal of pollutants.

#### **8.28.120 - REQUIREMENTS FOR EXISTING PROPERTIES.**

Owners and occupants of property within the City shall comply with the following requirements:

- A. Septic Waste. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste to precipitation in an area where discharge to city streets or storm drains system may or does occur.
- B. Use of Water. Runoff of water used for irrigation purposes shall be minimized to the maximum extent practicable. Runoff of water from the permitted washing down of impervious areas shall be minimized to the maximum extent practicable and diverted so that flow is directed to landscaped areas for infiltration where possible.
- C. Storage of Materials, Machinery, and Equipment. Machinery or equipment that is to be repaired or maintained in areas susceptible to or exposed to storm water, shall be placed in a manner so that pollutants are not discharged to the municipal storm water system.
- D. Removal and Disposal of Debris and Residue and Other Materials.
  - 1. Non-residential motor vehicle parking lots with more than twenty five parking spaces that generate runoff shall be swept regularly or other equally effective measures will be utilized to remove oil, chemicals, debris or other polluting materials from such parking lots. Sweeping and collection of debris is encouraged for trash disposal.
  - 2. Food and liquid wastes generated by non-residential food service and food distribution sources shall be disposed of in a manner so such wastes are not discharged to the municipal storm water system.
  - 3. Best management practices shall be used in areas exposed to storm water for the removal and lawful disposal of all fuels, chemicals, fuel and chemical wastes, animal wastes, garbage, batteries, or other materials which have potential adverse impacts on water quality.
- E. Maintenance of Structural BMPs. Structural BMPs required by the City, County of Los Angeles, or any state or federal agency shall be properly operated and maintained, as specified by an approved SUSMP or Storm Water Mitigation Plan, or otherwise determined by the Authorized

Enforcement Officer. Records and documentation of such maintenance shall be provided to the Director upon request.

#### **8.28.140 - REQUIREMENTS FOR INDUSTRIAL/COMMERCIAL AND CONSTRUCTION ACTIVITIES.**

- A. Each industrial discharger, discharger associated with construction activity, or other discharger described in any general NPDES permit addressing such discharges, as may be issued by the U.S. Environmental Protection Agency, the State Water Resources Control Board, or the Regional Board, shall comply with all requirements of such permit and the provisions of this Chapter. Each discharger identified in an individual NPDES permit shall comply with and undertake all activities required by such permit. Proof of compliance with any such NPDES permit may be required in a form acceptable to the Authorized Enforcement Officer, or designated representative, prior to the issuance of any grading, building or occupancy permits, or any other type of permit or license issued by the City.
  
- B. Storm water runoff containing sediment, construction materials or other pollutants from the construction site and any adjacent staging, storage or parking areas shall be reduced to the maximum extent practicable. The following shall apply to all construction projects within the city and shall be required from the time of land clearing, demolition or commencement of construction until receipt of a certificate of occupancy:
  - 1. Sediment, construction wastes, trash and other pollutants from construction activities shall be reduced to the maximum extent practicable.
  - 2. Structural controls such as sediment barriers, plastic sheeting, detention ponds, filters, berms, and similar controls shall be utilized to the maximum extent practicable in order to minimize the escape of sediment and other pollutants from the site.
  - 3. Between October 1 and April 15, all excavated soil shall be located on the site in a manner that minimizes the amount of sediment running onto the street, drainage facilities or adjacent properties. Soil piles shall be bermed or covered with plastic or similar materials until the soil is either used or removed from the site.
  - 4. No washing of construction or other vehicles is permitted adjacent to a construction site. No water from the washing of construction vehicle or equipment on the construction site is permitted to run off the construction site and enter the MS4.
  - 5. Trash receptacles shall be situated at convenient locations on construction sites and shall be maintained in such a manner that trash and litter does not accumulate on the site nor migrate off site.
  - 6. Erosion from slopes and channels must be controlled through the

effective combination of best management practices.

- C. The owner or authorized representative of the owner shall certify in a form acceptable to the director or duly authorized representative that best management practices to control runoff from construction activity at all construction sites will be implemented prior to the issuance of any building or grading permit.
- D. A Local Storm Water Pollution Prevention Plan and Wet Weather Erosion Control Plan for construction activities shall be required by the director consistent with the Municipal NPDES Permit. Such plans must be submitted to the city for review and approval prior to the issuance of building or grading permits.
- E. A Storm Water Pollution Prevention Plan shall be required by the director consistent with the Municipal NPDES Permit and the General Construction Permit for those projects that have land disturbances of one acre or greater.

**8.28.160 - LOW IMPACT DEVELOPMENT REQUIREMENTS FOR NEW DEVELOPMENT AND REDEVELOPMENT.**

A. Objective.

The provisions of this Section establish requirements for construction activities and facility operations of Development and Redevelopment projects to comply with the current MS4 Permit (Order No. R4-2012-0175), to lessen the water quality impacts of development by using smart growth practices, and integrate LID practices and standards for storm water pollution mitigation through means of infiltration, evapotranspiration, biofiltration, and rainfall harvest and use. LID shall be inclusive of new development and/or redevelopment requirements.

B. Scope.

This Section contains requirements for storm water pollution control measures in Development and Redevelopment projects and authorizes the City to further define and adopt storm water pollution control measures, and to develop LID principles and requirements, including but not limited to the objectives and specifications for integration of LID strategies. Except as otherwise provided herein, the City shall administer, implement and enforce the provisions of this Section.

C. Applicability.

This Section applies to the following New Development and Redevelopment Projects which are subject to City conditioning and approval for the design

and implementation of post-construction controls and other BMPs to mitigate storm water pollution, prior to completion of the project(s), as follows:

### **1 . New Development Projects.**

- a. All development projects equal to 1 acre or greater of disturbed area that adds more than 10,000 square feet of impervious surface area.
- b. Industrial parks with 10,000 square feet or more of surface area.
- c. Commercial malls with 10,000 square feet or more of surface area.
- d. Retail gasoline outlets with 5,000 square feet or more of surface area.
- e. Restaurants (Standard Industrial Classification (SIC) of 5812) with 5,000 square feet or more of surface area.
- f. Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces.
- g. Street and road construction of 10,000 square feet or more of impervious surface area shall follow the City's Green Streets Policy to the maximum extent practicable. Street and road construction applies to standalone streets, roads, highways, and freeway projects, and also applies to streets within larger projects.
- h. Automotive service facilities (Standard Industrial Classification (SIC) of 5013, 5014, 5511, 5541, 7532-7534 and 7536-7539) with 5,000 square feet or more of surface area.
- i. Projects located in or directly adjacent to, or discharging directly to an Significant Ecological Area (SEA), where the development will:
  1. Discharge storm water runoff that is likely to impact a sensitive biological species or habitat; and
  2. Create 2,500 square feet or more of impervious surface area
    - a. New single-family hillside homes.

### **2. Redevelopment Projects**

- a. Land disturbing activity that results in the creation or addition or replacement of 5,000 square feet or more of impervious surface area on an already developed site for categories identified in C.1.
- b. Where Redevelopment results in an alteration to more than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction storm water quality control requirements, the entire project must be mitigated.
- c. Where Redevelopment results in an alteration of less than fifty percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-construction storm water quality control requirements, only the alteration must be mitigated, and not the entire development.
- d. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic capacity, original purpose of facility or emergency redevelopment activity required to protect

public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways which does not disturb additional area and maintains the original grade and alignment, is considered a routine maintenance activity. Redevelopment does not include the repaving of existing roads to maintain original line and grade.

- e. Existing single-family dwelling and accessory structures are exempt from the Redevelopment requirements unless such projects create, add, or replace 10,000 square feet of impervious surface area.

#### D. LID Standards Manual.

The Director shall prepare, maintain, and update, as deemed necessary and appropriate, a manual ("LID Standards Manual"), which shall include urban and stormwater runoff quantity and quality control development principles and technologies for achieving compliance with the provisions of this Section. The LID Standards Manual shall also include technical feasibility and implementation parameters, as well as other rules, requirements, and procedures as the Director deems necessary, for implementing the provisions of this Chapter.

#### E. Specific Requirements.

1. New Single-Family Hillside Homes. To the extent that the City may lawfully impose conditions, mitigation measures or other requirements on the construction of new single-family hillside homes, new single-family hillside homes are exempt from the New Development/Redevelopment Project Performance Criteria of Part VI.D.7.c of the MS4 Permit but shall, include mitigation measures to:
  - a. Conserve natural areas;
  - b. Protect slopes and channels;
  - c. Provide storm drain system stenciling and signage;
  - d. Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
  - e. Direct surface flow to vegetated areas before discharge, unless the diversion would result in slope instability.
2. Street and road construction of 10,000 square feet or more of impervious surface are exempt from the New Development/Redevelopment Project Performance Criteria of Part VI.D.7.c of the MS4 Permit but shall follow the City's Green Streets Policy to the maximum extent practicable.
3. New Development and Redevelopment Projects. Unless otherwise exempted in this Chapter or in the MS4 Permit, the site for every New Development and Redevelopment Project shall comply with Part VI. D. 7.c of the MS4 Permit and be designed to control pollutants, pollutant loads, and runoff volume to the maximum extent feasible by minimizing impervious surface

area and controlling runoff from impervious surfaces through infiltration, evapotranspiration, bioretention and/or rainfall harvest and use in accordance with the requirements set forth in the MS4 Permit and the LID Standards Manual. The project applicant shall prepare and submit a Storm Water Mitigation Plan, which shall implement set LID standards and practices for storm water pollution mitigation consistent with this Chapter and the LID Standards Manual, to the Director for review and approval. The Storm Water Mitigation Plan shall provide documentation to demonstrate compliance with the MS4 Permit on the plans and permit application submitted to the City, and shall comply with the following:

- a. Retain storm water runoff onsite for the Storm water Quality Design Volume (SWQDv) defined as the runoff from:
  1. The 85th percentile 24-hour runoff event as determined from the Los Angeles County 85<sup>th</sup> percentile precipitation isohyetal map; or
  2. The volume of runoff produced from a 0.75 inch, 24-hour rain event, whichever is greater.
- b. Minimize hydromodification impacts to natural drainage systems as defined in The NPDES Permit.

#### F. Technical Infeasibility.

1. Some relief, as outlined later in this Section, from the MS4 Permit (Part VI.D.7.c) requirements may be granted for technical infeasibility. To demonstrate technical infeasibility, the project applicant must demonstrate that the project cannot reliably retain 100 percent of the SWQDv on-site, even with the maximum application of green roofs and rainwater harvest and use, and that compliance with the applicable post-construction requirements would be technically infeasible by submitting a site specific hydrologic and/or design analysis conducted and endorsed by a registered professional engineer, geologist, architect, and/or landscape architect. Technical infeasibility may result from conditions including the following:
  - b) The infiltration rate of saturated in-situ soils is less than 0.3 inch per hour and it is not technically feasible to amend the in-situ soils to attain an infiltration rate necessary to achieve reliable performance of infiltration or bioretention BMPs in retaining the SWQDv onsite.
  - c) Locations where seasonal high groundwater is within five to ten feet of surface grade;
  - d) Locations within 100 feet of a groundwater well used for drinking water;
  - e) Brownfield development sites or other locations where pollutant mobilization is a documented concern;
  - f) Locations with potential geotechnical hazards;
  - g) Smart growth and infill or redevelopment locations where the density and/ or nature of the project would create significant difficulty for compliance with the onsite volume retention requirement.

2. If partial or complete onsite retention is technically infeasible, the project Site may biofiltrate 1.5 times the portion of the remaining SWQDv that is not reliably retained onsite. Biofiltration BMPs must adhere to the design specifications provided in the MS4 Permit (Order No. R4-2012-0175). Additional alternative compliance options such as offsite infiltration and groundwater replenishment projects may be available to the project Site. The applicant for the project should contact the Authorized Enforcement Officer to determine eligibility.
3. The remaining SWQDv that cannot be retained or biofiltered onsite must be treated onsite to reduce pollutant loading. BMPs must be selected and designed to meet pollutant-specific benchmarks as required by the MS4 Permit. Flow through BMPs may be used to treat the remaining SWQDv and must be sized based on a rainfall intensity of:
  - a) 0.2 inches per hour, or
  - b) The one year, one-hour rainfall intensity as determined from the most recent Los Angeles County isohyetal map, whichever is greater.

G. Exemptions from LID Requirements. The provisions of this Section do not apply to any of the following:

1. A Development involving only emergency Construction Activity required to immediately protect public health and safety;
2. Infrastructure projects within the public right-of-way, excluding street and road construction of 10,000 square feet or more of impervious surface;
3. A Development or Redevelopment involving only activity related to gas, water, cable, or electricity services on private property;
4. A Development or Redevelopment involving only resurfacing and/or restriping of permitted parking lots, where the original line and grade, hydraulic capacity, and original purpose of the facility is maintained;
5. A project not requiring a City building, grading, demolition or other permit for Construction Activity.

H. City Review and Approval.

Prior to the issuance of a permit for a New Development or Redevelopment Project, the City shall evaluate the proposed project using the MS4 Permit, and erosion and grading requirements of the City Building Official or Authorized Enforcement Officer to determine (i) its potential to generate the flow of Pollutants into the MS4 after construction; and (ii) how well the Storm Water Mitigation Plan for the proposed project meets the goals of this Chapter. Each plan will be evaluated on its own merits according to the particular characteristics of the project and the site to be developed. Based upon the review, the City may impose conditions upon the issuance of the building permit, in addition to any required by the State

Construction General Permit for the project, in order to minimize the flow of Pollutants into the MS4.

I. Issuance of Discretionary Permits. No discretionary permit may be issued for any new development or redevelopment project identified in this Section until the Authorized Enforcement Officer confirms that the project plans, including the Storm Water Mitigation Plan, comply with the applicable LID requirements of this Chapter. Where redevelopment results in an alteration to more than 50 percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-development storm water quality control requirements, the entire project must be mitigated. Where redevelopment results in an alteration to less than 50 percent of impervious surfaces of a previously existing development, and the existing development was not subject to post-development storm water quality control requirements, only the alteration must be mitigated, and not the entire development.

J. Issuance of Certificates of Occupancy. As a condition for issuing a certificate of occupancy for a project subject to this Chapter, the Director shall require facility operators or owners to build all BMPs that are shown on the approved project plans and to submit an owner signed certification statement stating that the site and all LID BMPs will be maintained in compliance with the Storm Water Mitigation Plan and other applicable regulatory requirements.

L. Transfer of Properties Subject to Requirement for Maintenance of BMPs.

1. The transfer or lease of a property subject to a requirement for maintenance of BMPs shall include conditions requiring the transferee and its successors and assigns to either: (a) assume responsibility for maintenance of any existing BMP, or (b) to replace an existing BMP with new control measures or BMPs meeting the then current standards of the City and the Municipal NPDES Permit. Such requirement shall be included in any sale or lease agreement or deed for such property. The condition of transfer shall include a provision that the successor property owner or lessee conduct maintenance inspections of all BMPs at least once a year and retain proof of inspection.
2. For residential properties where the LID BMPs are located within a common area which will be maintained by a homeowner's association, language regarding the responsibility for maintenance shall be included in the project's conditions, covenants and restrictions (CC&R's). Printed educational materials will be required to accompany the first deed transfer to highlight the existence of the requirement and to provide information on what storm water management facilities are present, signs that maintenance is needed, and

how the necessary maintenance can be performed. The transfer of this information shall also be required with any subsequent sale of the property.

3. If LID BMPs are located within an area proposed for dedication to a public agency, they will be the responsibility of the developer until the dedication is accepted.

#### **8.28.180 - FEES.**

Fees for plan reviews, inspections, violations, corrections, and tasks associated with this Chapter may be established by resolution of the City Council.

#### **8.28.200 - ENFORCEMENT.**

##### A. Violations Deemed a Public Nuisance.

1. A violation of any provision of this Chapter is declared to be a public nuisance, and the City Attorney is authorized to abate such violation by means of a civil action in addition to whatever other remedies are available to the City under this code and other applicable laws, rules or regulations. Additionally, the following conditions shall be considered a public nuisance:

- a. Any failure to comply with any applicable requirement of this Chapter or the Municipal NPDES Permit; or
- b. Any false certification or verification, or any failure to comply with a certification or verification provided by a project applicant or the applicant's successor in interest; or
- c. Any failure to properly operate and maintain any structural or treatment control BMP on a property in accordance with an approved Storm Water Mitigation Plan or an approved SUSMP or approved SWPPP (storm water pollution prevent plan or similar type of approved water quality improvement plan, this Chapter, or the Municipal NPDES Permit.

3. The above listed conditions are hereby determined to be a threat to the public health, safety and welfare, are declared and deemed a public nuisance, and may be abated or restored by any Authorized Enforcement Officer, and a civil or criminal action to abate, enjoin or otherwise compel the cessation of such nuisance may be brought by the City Attorney.

4. The cost of such abatement and restoration shall be borne by the owner of the property and the cost thereof shall be invoiced to the owner of the property, as provided by law or ordinance for the recovery of nuisance abatement costs. If any violation of this Chapter constitutes a seasonal and recurrent nuisance, the Authorized Enforcement Officer shall so declare. The failure of any person to take appropriate annual precautions to prevent storm

water pollution after written notice of a determination under this Section shall constitute a public nuisance and a violation of this Chapter.

**B. Inspections.**

1. Whenever necessary to make an inspection to enforce any of the provisions of this Section, or whenever an Authorized Enforcement Officer has reasonable cause to believe that there exists on any construction site any condition which constitutes a violation of the provisions of this Section, the Authorized Enforcement Officer may, upon consent or upon obtaining an inspection warrant, enter such construction site at all reasonable times to inspect the same or perform any duty imposed upon the Officer by this Section.
2. Routine or area inspections shall be based upon such reasonable selection process as may be deemed necessary to carry out the objectives of this Chapter, including, but not limited to, random sampling and/or sampling in areas with evidence of storm water contamination, discharges of nonstorm water to the MS4, discharges which are not pursuant to an NPDES permit, or similar factors.
3. Right to Inspect. Prior to commencing any inspection as herein below authorized, the Authorized Enforcement Officer shall obtain either the consent of the owner, his/her authorized representative or the occupant of the property or shall obtain an administrative inspection warrant or criminal search warrant.
4. Entry to Inspect. The Authorized Enforcement Officer may enter property to investigate the source of any discharge to any public street, inlet, gutter, storm drain or any other part of the MS4 located within the jurisdiction of the City.
5. Compliance Assessments. The Authorized Enforcement Officer may inspect property for the purpose of verifying compliance with this Chapter, including but not limited to (a) identifying products produced, processes conducted, chemicals used and materials stored on or contained within the property; (b) identifying point(s) of discharge of all wastewater, process water systems and pollutants; (c) investigating the natural slope at the location, including drainage patterns and man-made conveyance systems; (d) establishing the location of all points of discharge from the property, whether by surface runoff or through a storm drain system; (e) locating any illicit connection or the source of prohibited discharge; (f) evaluating compliance with any permit issued relating to a discharge to the storm water drainage system.
6. Portable Equipment. For purposes of verifying compliance with this Chapter, the Authorized Enforcement Officer may inspect any vehicle, truck, trailer, tank truck or other mobile equipment.
7. Records Review. The Authorized Enforcement Officer may inspect all records of the owner or occupant of property relating to chemicals or

processes presently or previously occurring on-site, including material and/or chemical inventories, facilities maps or schematics and diagrams, material safety data sheets, hazardous waste manifests, business plans, pollution prevention plans, state general permits, storm water pollution prevention plans, monitoring program plans and any other record(s) relating to illicit connections, prohibited discharges, or any other source of contribution or potential contribution of pollutants to the storm water drainage system.

8. **Sample and Test.** The Authorized Enforcement Officer may inspect, sample and test any area runoff, soils area (including groundwater testing), process discharge, materials within any waste storage area (including any container contents), and/or treatment system discharge for the purpose of determining the potential for contribution of pollutants to the storm water drainage system. The Authorized Enforcement Officer may investigate the integrity of all storm drain and sanitary sewer systems, any legal nonconforming connection or other pipelines on the property using appropriate tests, including but not limited to smoke and dye tests or video surveys. The Authorized Enforcement Officer may take photographs or video tape, make measurements or drawings, and create any other record reasonably necessary to document conditions on the property.
9. **Monitoring.** The Authorized Enforcement Officer may erect and maintain monitoring devices for the purpose of measuring or sampling any discharge or potential source of discharge to the storm water drainage system.
10. **Test Results.** The owner or occupant of property subject to inspection shall, on submission of a written request, receive copies of all monitoring and test results conducted by the Authorized Enforcement Officer.

#### B. Concealment.

Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Chapter shall constitute a violation of such provision.

#### C. Civil Actions.

In addition to any other remedies provided in this Section, any violation of this Section may be enforced by civil action brought by the City. In any such action, the City may seek, and the court shall grant, as appropriate, any or all of the following remedies:

1. A temporary and/or permanent injunction.
2. Assessment of the violator for the costs of any investigation, inspection, or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and bringing legal action under this subsection.
3. Costs incurred in removing, correcting, or terminating the adverse effects resulting from violation.

4. Compensatory damages for loss or destruction to water quality, wildlife, fish and aquatic life.

D. Administrative Enforcement Powers.

In addition to the other enforcement powers and remedies established by this Chapter, any Authorized Enforcement Officer has the authority to utilize the following administrative remedies:

1. Cease and Desist Orders. When an Authorized Enforcement Officer finds that a discharge has taken place or is likely to take place in violation of this Chapter, the Officer may issue an order to cease and desist such discharge, or practice, or operation likely to cause such discharge and direct that those persons not complying shall: (a) comply with the requirement, (b) comply with a time schedule for compliance, and (c) take appropriate remedial or preventive action to prevent the violation from recurring.
2. Notice to Clean. Whenever an Authorized Enforcement Officer finds any oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or any other material of any kind, in or upon the sidewalk abutting or adjoining any parcel of land, or upon any parcel of land or grounds, which may result in pollutants entering the municipal storm drain system or a non-storm water discharge to the storm drain system, he or she may give notice to the owner or occupant of the adjacent property to remove such oil, earth, debris, grass, weeds, dead trees, tin cans, rubbish, refuse, waste or other material, in any manner that he or she may reasonably provide. The recipient of such notice shall undertake the activities as described in the notice.

E. Penalties.

Violation of this Section shall be punishable as provided in Chapter 1.16 of Article 1 of this Code. Each day that a violation continues shall constitute a separate offense.

F. Permit Revocation.

To the extent the City makes a provision of this Chapter or any identified BMP a condition of approval to the issuance of a permit or license, any person in violation of such condition is subject to the permit revocation procedures set forth in this Code.

G. Remedies.

Remedies under this Chapter are in addition to and do not supersede or limit any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive."

H. Authority to Conduct Samplings and Establishing Sampling Devices.

With the consent of the owner or occupant or pursuant to an inspection warrant, any authorized enforcement officer may establish on any property such devices as necessary to conduct sampling and monitoring activities necessary to determining the concentrations of pollutants in stormwater and/or non-stormwater runoff. The inspections provided for herein may include but are not limited to:

1. Inspecting efficiency or adequacy of construction or post construction BMPs;
2. Inspection, sampling and testing any area runoff, soils in areas subject to runoff, and or treatment system discharges;
3. Inspection of the integrity of all storm drain and sanitary sewer systems, including the use of smoke and dye tests and video survey of such pipes and conveyance systems;
4. Inspection of all records of the owner, contractor, developer or occupant of public or private property relating to BMP inspections conducted by the owner, contractor, developer or occupant and obtaining copies of such records as necessary;
5. Identifying points of stormwater discharge from the premises whether surface or subsurface and locating any illicit connection or discharge.

**8.28.220 - NO TAKING.**

The provisions of this Article will not be construed or operated to deprive any property owner of substantially all of the market value of such owner's property or otherwise constitute an unconstitutional taking without compensation.

**SECTION 3.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 4.** The City Clerk shall certify to the passage of this Ordinance and shall cause same to be published pursuant to state law within fifteen (15) days after its passage, and this ordinance shall become effective thirty (30) days after its passage.

**PASSED, APPROVED, and ADOPTED** this 24<sup>th</sup> day of June 2015.

\_\_\_\_\_  
Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH QUESTA ENGINEERING, CORP. IN THE AMOUNT OF \$159,935 FOR PREPARATION OF TECHNICAL PLAN, SPECIFICATION AND COST ESTIMATE FOR LAS VIRGENES CREEK RESTORATION PROJECT – PHASE II**

**MEETING**

**DATE: JUNE 24, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommend that the City Council approve the Professional Services Agreement with Questa Engineering Corp. for preparation of plans, specifications and cost estimate for Las Virgenes Creek Restoration project – Phase II.

**BACKGROUND AND DISCUSSION:**

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

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

A Request for Proposal (RFP) was issued on May 12 2015. On June 5, 2015, four proposals were received as follows:

1. Questa Engineering Corp.	\$159,935.00
2. NextGen Engineering	\$211,890.50
3. Michael Baker International	\$384,444.00
4. CWE	\$748,796.00

Staff interviewed all four proposers on June 11, 2015. After careful review, Questa Engineering Corp. was selected to perform the tasks outlined in City's RFP. This is the same consultant that designed the Phase I of Las Virgenes Creek Restoration project that was completed in 2008.

**FISCAL IMPACT/SOURCE OF FUNDING:**

City will be reimbursed for the cost of this contract thru 2 grant funding: Prop 84 and Urban Stream Restoration Grant. The City Council approved \$300,000 budget on December 10, 2014 from Landscape Lighting Act District No. 24 (LLAD 24) that had been set aside since a few years ago for this project. For the purpose of accounting, the funding in Account No. 40-319-6502-38 will be utilized to cover the cost of this contract.

**REQUESTED ACTION:**

That the City Council approve the Professional Services Agreement with Questa Engineering Corp. for preparation of plans, specifications and cost estimate for Las Virgenes Creek Restoration project – Phase II.

**ATTACHMENT:**

Professional Services Agreement with Questa Engineering Corp.

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

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: **To prepare PS&E for Las Virgenes Creek Restoration Project – Phase II and to provide construction support as defined in City’s RFP attached hereto as Exhibit A.**
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s June 5, 2015 proposal to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s June 5, 2015 fee schedule to City attached hereto as Exhibit C and incorporated herein by this reference.
- 3.3 “Commencement Date”: June 24, 2015.
- 3.4 “Expiration Date”: June 23, 2017.

**4. LIQUIDATED DAMAGES**

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

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

**5. TERM**

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

**6. CONSULTANT’S SERVICES**

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Fifty Nine Thousand Nine Hundred Thirty Five Dollars (\$159,935.00) unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Sydney Temple** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.

**7. COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services,

payment in accordance with the Approved Fee Schedule.

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

## **8. OWNERSHIP OF WRITTEN PRODUCTS**

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

## **9. RELATIONSHIP OF PARTIES**

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

## **10. CONFIDENTIALITY**

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

**11. INDEMNIFICATION**

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

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

**12. INSURANCE**

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

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

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

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.2 Consultant shall require each of its sub-Consultants to maintain insurance coverage that meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds.

Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or sub-Consultants, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

### **13. MUTUAL COOPERATION**

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

**14. RECORDS AND INSPECTIONS**

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

**15. PERMITS AND APPROVALS**

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

**16. NOTICES**

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

If to City

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

If to Consultant:

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

With courtesy copy to:

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

**17. SURVIVING COVENANTS**

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

**18. TERMINATION**

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

**18. GENERAL PROVISIONS**

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

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

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

**“City”**  
**City of Calabasas**

**“Consultant”**  
**Questa Engineering Corp.**

By: \_\_\_\_\_  
Lucy M. Martin, Mayor

By: \_\_\_\_\_  
Sydney Temple, Principal

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: \_\_\_\_\_

Initials: (City) \_\_\_\_\_ (Consultant) \_\_\_\_\_

**Exhibit A**



**CITY of CALABASAS**

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

**Issued on:**

May 12, 2015

**SUBMITTAL DEADLINE:**

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

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



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

Dear interested consulting firms:

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

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

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

INQUIRIES

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

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

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

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

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

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

CONFIDENTIAL MATTERS

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



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

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

MODIFICATIONS / WITHDRAWAL OF PROPOSALS

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

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

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

SELECTION PROCESS

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

PROJECT COMPLETION

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

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

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



## I. Project Description

### 1.A. Location and Existing Conditions

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

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

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

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

### 1.B. Description of Phase II

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



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

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

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

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

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



## II. Existing Resources

City shall provide the selected consultant with any existing information regarding the Restoration of Las Virgenes Creek Phase I and Phase II (conceptual plans). This shall include pertinent maps and aerial photographs, existing photogrammetric surveys and the base map, County Assessor's maps/property ownership, City, Flood Control District, State Parks documents, funding and permit information, contract documents, CEQA documents for the past projects in the surrounding area, and any other relevant documents. Various Phase I documents are posted on the city's website:

<http://www.cityofcalabasas.com/environmental/las-virgenes-creek-restoration-project.html>  
<http://www.cityofcalabasas.com/pdf/documents/environmental-services/Healing-a-Stream.pdf>

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

### II.A. Base Map

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

### II.B. Conceptual Plans

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

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

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

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



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

- e) Utility location information
- f) General resource protection measures
- g) General grading and bank/slope stabilization locations
- h) Needed drainage improvements, flooding, and storm water management features

**II.C. Conceptual Design Memos**

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



### III. Scope of Work

#### III.A. Studies

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



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

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

### III.C. Permitting and Environmental Documentation

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



*REQUEST FOR PROPOSALS TO PREPARE PS&E  
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- Streambed Alteration, Notification, a Regional Water Quality Control Board 401 Water Quality Certification, and a US Army Corps of Engineers 404 permit. A CEQA Initial Study/Mitigated Negative Declaration is anticipated. City shall pay all permitting and filing fees.
- b) Draft Mitigation Monitoring and Reporting Program (MMRP) as required by CEQA.
  - c) Prepare responses to comments received during IS/MND public review period and any comments from public meetings.
  - d) Represent the City with regulatory agencies regarding clarification of project issues and permit requirements, and mitigation needs and proposals.
  - e) Prepare project permit applications to submit to regulatory agencies including, but not limited to:
    - City of Calabasas
    - County of Los Angeles
    - California Department of Fish and Wildlife
    - Regional Water Quality Control Board
    - U.S. Army Corps of Engineers
  - f) Identify all drainage/BMP structure improvements, based upon hydrology, hydraulic calculations and water quality issues. Structural BMPs shall be incorporated into the design for stormwater quality improvements prior to entering natural waterways.
  - g) Produce an Administrative Final IS/MND and Mitigation Monitoring and Reporting Program (MMRP).
  - h) Prepare the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and the Notice of Determination (NOD) with the County Clerk, and assist with circulation and distribution to the State Clearinghouse.

**III.D. Public Workshops**

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

**III.E. Construction Bid Package**

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



**III.F. Construction Support Phase**

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



#### IV. Proposal Package

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

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

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

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

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

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

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

#### IV.A. Proposal Requirements

The proposal shall include the following:

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



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Las Virgenes Creek Restoration Project – Phase II

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

**IV.B. Fee Proposal**

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

The Consultant's fee proposal shall contain the following:

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

**IV.C. Contract Terms**

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

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

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



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

**IV.D. Conflict of Interest**

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

**IV.E. Permits and Local Licenses**

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

**IV.F. Selection Procedure**

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

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

**IV.G. Ranking**

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



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

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

Proposal Evaluation (Total Points Possible = 100 pts.)

**IV.H. Rejections**

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

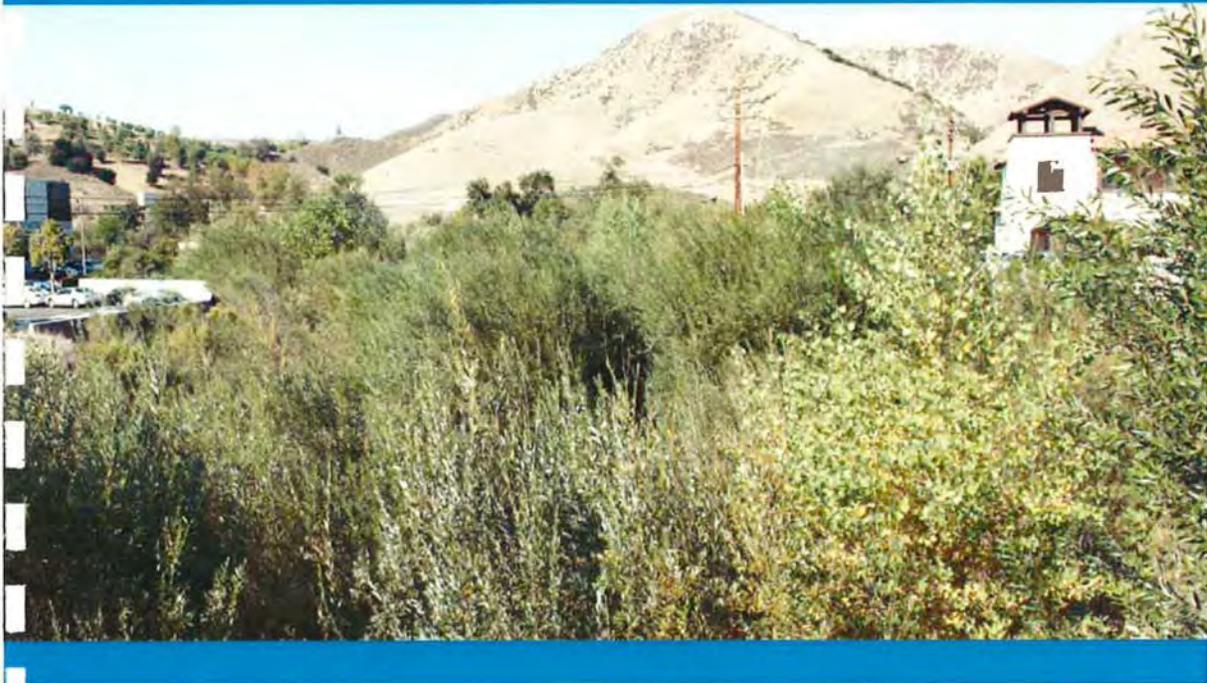
**IV.I Time Schedule for RFP**

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

Dates are subject to change at City's discretion.

**Exhibit B**

Proposal for  
**Las Virgenes Creek  
Restoration Project  
Phase II**



***Submitted by:***  
**Questa Engineering Corporation**

***In Association with:***  
**Rincon Consultants, Inc.**

***June 5, 2015***





June 4, 2015

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

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

Dear Mr. Farassati:

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

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

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

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City of Calabasas  
June 4, 2015

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

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

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

Sincerely,



Jeffrey H. Peters  
Principal-in-Charge



Sydney A. Temple, PE  
Principal/Lead Engineer

Ref: 1500058L1

# **Proposal for Las Virgenes Creek Restoration Project Phase II**

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Submitted to:

**City of Calabasas – Public Works Department**  
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Attention: Alex Farassati, Project Manager  
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Submitted by:

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In Association with:

**Rincon Consultants, Inc.**

Questa Project No. 1500058

**June 5, 2015**

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## Understanding Scope of Services

There are two general objectives for the project:

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

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

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

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

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

### *Task 1: Technical Studies*

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

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

**Task 2 - Final Permitting and Final Design, Permitting, Environmental Compliance, and Mitigation Measures**

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

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

**Task 3 and 4 - Construction Bid Package and Construction Support**

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

## Methodology and Work Plan

### Task 1: Studies

#### Task 1a - Project Kick-off Meeting and Background Data Review

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

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

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

*Task 11: Schedule Development*

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

*Task 12: Geotechnical Investigation*

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

*Task 13: Hydrologic and Hydraulic Analysis*

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

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

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

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

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

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

#### Task 10: Biological Assessment Report

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

#### Task 11: Jurisdictional Delineation and Preliminary Jurisdictional Determination

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

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

**Task 1g: Cultural Resources Report**

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

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

**Task 1f: Archaeological and Geotechnical Technical Memo**

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

**Deliverables for Task 1f:**

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

**Task 2: Plans, Specifications and Estimates (P&S&E)**

**Task 2a: Development and Evaluation of Project Alternatives**

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

**Task 2b: 30% Conceptual Design Update**

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

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

**Task 2c: 60% Design**

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

**Task 2d: 90% Design PS&Es**

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

**Task 2e: Project Cost Estimation**

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

**Task 2f: Storm Water Pollution Prevention Plan (SWPPP)**

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

**Task 2g: Final Design**

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



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

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

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

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

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

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

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

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

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

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

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

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

#### Deliverables for Task 3

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

#### Task 4: Public Workshops

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

#### Task 4a: Public Workshop 1

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

#### Task 4b: Public Workshop 2

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

#### Task 4c: Stakeholder Meetings

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

### Task 5: Construction Bid Package

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#### Task 5a: Pre-Bid Meeting

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

#### Task 5b: Construction Bidding Assistance

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

#### Deliverables for Task 5:

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

Task 6: Construction Support Phase

Task 6a: Construction Support

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

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

Task 6b: Pre-Construction and Public Presentations/Meetings

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

Task 6c: Expedient Approval of Submittals, RFIs and Shop Drawings

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

Task 6d: Manage Other Required Processings

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

Task 6e: As-Built Drawings (Construction Record Drawings)

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

Open Order Items:

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

## Experience and Qualifications

### Firm Overviews

Questa Engineering Corporation

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



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

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

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

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

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

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

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

#### Rincon Consultants, Inc.

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



Similar Projects

Questa Engineering Corporation

LAS VIRGENES CREEK RESTORATION AND TRAIL PLAN AND ENVIRONMENTAL REVIEW,  
 PHASE I

<b>CLIENT:</b>	City of Calabasas Public Works Department
<b>CONTACT:</b>	Alex Farassati, (818) 224-1680, <a href="mailto:afarassati@cityofcalabasas.com">afarassati@cityofcalabasas.com</a> , 26135 Mureau Road, Calabasas, CA 91302
<b>KEY STAFF:</b>	S. Temple, PE (project manager), C. Wang, M. Henderson
<b>DATES:</b>	2003 - 2008
<b>COSTS:</b>	\$130,000 fees / Construction est. \$1 million

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



**MEDEA CREEK RESTORATION, CALABASAS, CALIFORNIA**

<b>CLIENT:</b>	City of Calabasas		
<b>CONTACT:</b>	Kelly Fisher, Public Works Project Manager, (818) 597-7338, <a href="mailto:kfisher@ci.qoura-hills.ca.us">kfisher@ci.qoura-hills.ca.us</a> 30001 Ladyface Court, Calabasas, CA 91301		
<b>KEY STAFF:</b>	S. Temple, PE (project manager), J. Peters, M. Henderson, ASLA, J. Monschke, PE, W. Hopkins, CEG, PG, O. Reyes, C. Lyle		
<b>DATES:</b>	June 2013 - 2015	<b>COSTS:</b>	\$160,640 fees / Construction TBD



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

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



MEDEA CREEK RESTORATION  
 PLAN VIEW



**ARROYO SECO PUBLIC ACCESS AND RIPARIAN IMPROVEMENT PROJECT**

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

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



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



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

**CASTRO VALLEY CREEK DAYLIGHTING, RESTORATION, AND PUBLIC ACCESS**

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



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

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



**TALLANT ROAD FISH PASSAGE IMPROVEMENT PROJECT, SANTA BARBARA, CA**

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<b>CLIENT:</b>	City of Santa Barbara Creeks Division		
<b>CONTACT:</b>	George Johnson, Creeks Supervisor, (805) 897-1958, GJohnson@SantaBarbaraCA.gov 620 Laguna Street, Santa Barbara, CA 93101		
<b>KEY STAFF:</b>	S. Temple, PE (Project Manager), C. Wang, PE, A. Fulton		
<b>DATES:</b>	2009-present	<b>COSTS:</b>	\$60,000 fees / \$1,000,000+ construction

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



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



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



**OJAI VALLEY TRAIL PEDESTRIAN/BICYCLE BRIDGE AT SAN ANTONIO CREEK**

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



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



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



**CARPINTERIA CREEK FISH PASSAGE PROJECTS  
COMMUNITY ENVIRONMENTAL CENTER, SANTA BARBARA**

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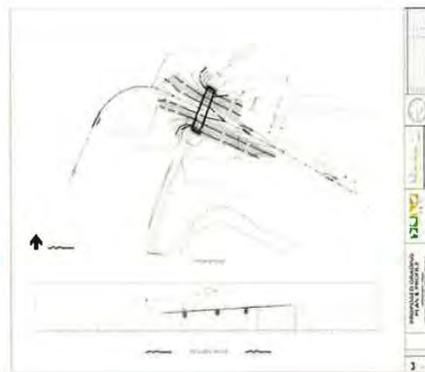
<b>CLIENT:</b>	The Community Environmental Council / South Coast Habitat Restoration		
<b>CONTACT:</b>	Mauricio Gomez, Director, South Coast Habitat Restoration, (805) 729-8787, <a href="mailto:mgomez@schabitatrestoration.org">mgomez@schabitatrestoration.org</a>		
<b>KEY STAFF:</b>	S. Temple, P.E., S.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

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



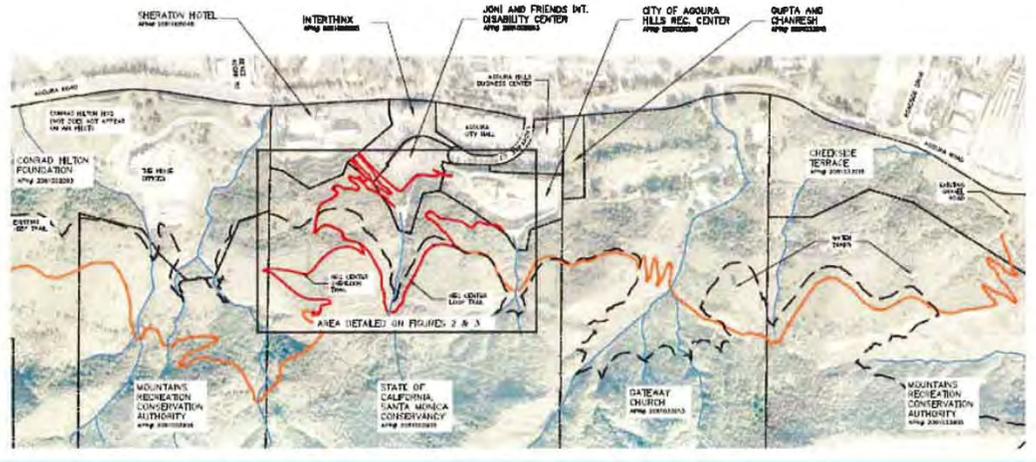
At the Cate School crossing, the project goal was to remove the fish passage barrier and find cost-effective ways to stabilize approximately 300 feet of vertical creek bank on the Cate School property. The project site reach is approximately 1,100 feet long. Questa provided engineering design and permitting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



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

<b>CLIENT:</b>	City of Calabasas		
<b>CONTACT:</b>	Louis A. Celaya, Deputy City Manager, (818) 597-7314, <a href="mailto:lcelaya@ci.agoura-hills.ca.us">lcelaya@ci.agoura-hills.ca.us</a> , 30001 Ladyface Court, Calabasas, CA 91301		
<b>KEY STAFF:</b>	J. Peters, M. Henderson, ASLA, O. Reyes, T. Hawbaker		
<b>DATES:</b>	2013-present	<b>Costs:</b>	\$35,000 in fees

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



Rincon Consultants, Inc.

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

<b>CLIENT:</b>	California State University		
<b>CONTACT:</b>	David Rosso, California State University, (562) 951-4120		
<b>KEY STAFF:</b>	Stephen Svete, Duane Vander Pluym		
<b>DATES:</b>	2002-present	<b>Costs:</b>	\$125,000



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

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

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

-Alan Paul, California State University, Channel Islands



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

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

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

**KEY STAFF:**

**DATES:** 2003-2004

**COSTS:** \$150,000



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

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



## WETLAND AREA MANAGEMENT PLAN FOR THE BAILEY WETLANDS

CLIENT: City of Lompoc



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

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

## Key Personnel

### Questa Engineering Corporation

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

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

#### *Mr. Jeffrey H. Peters, Principal-in-Charge/Project Manager*

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

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

*Mr. Sydney Temple, P.E. Principal / Lead Engineer*

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

*Ms. Margaret Henderson, AIA, LEED, P. Principal Landscape Architect & Environmental Planner*

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

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

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

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

*Mr. Willard Hopkins, CEG, Senior Engineering Geologist*

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

*Mr. Andrew McDade, EIT, Staff Environmental Engineer*

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

*Mr. Murguia, Landscape Architect, Certified Arborist*

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

*Mr. Chris Lyle, Staff Geologist/QSP/Construction Inspector*

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

*Mr. Oliver Reyes, Staff Landscape Architect/Engineer*

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

Rincon Consultants, Inc.

*Mr. Tom Power, Principal/Environmental Planner*

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

*Mrs. Nancy Davis, Principal/Biologist*

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

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

*Mr. Hongola, Rincon's Senior Ecologist / Biological Program Manager*

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

*Ms. Karly Kaufman, Rincon's Associate Environmental Planner*

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

*Mr. Hunt, Rincon's Cultural Resources Program Manager*

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

## References

**Mr. Alex Farassati, City of Calabasas Public Works Department**

Tel: (818) 224-1680, 26135 Mureau Road, Calabasas, CA 91302

*Project: Las Virgenes Creek Restoration and Trail Plan and Environmental Review*

**Ms. Theresa Lubin, County of Ventura Parks Department**

Tel: (805) 654-3968, E-mail: Theresa.Lubin@ventura.org

Hall of Administration, 800 Victoria Ave. L#1030, Ventura, CA 93009-1030

*Projects: Ojai Valley Trail Pedestrian/Bicycle Bridge at San Antonio Creek*

*Cecchetti Road Bridge, Arroyo Grande, San Luis Obispo County*

**Mr. George Johnson, Creeks Supervisor, City of Santa Barbara Creeks Division**

Tel: (805) 897-1958, GJohnson@SantaBarbaraCA.gov

620 Laguna Street, Santa Barbara, CA 93101

*Project: Tallant Road Fish Passage Improvement Project, Santa Barbara, CA*

**Exhibit C**

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

TASKS	Questa								Rincon						Total Hours by Task	Total Fees by Task
	Principal-in-Charge	Principal Lead Engineer	Sr. Landscape Architect	Sr. Engineering Geol.	Staff Engr./ Landscape Arch.	Staff Geol./QSP/ Constr. Insp.	Design/ Drafting/ Graphics	Technical Writing/ Editing	Principal	Senior Bio/Planner	Environ. BioPlanner IV	Environ. BioPlanner II	Graphics	Admin.		
	\$175	\$175	\$146	\$155	\$105	\$95	\$85	\$80	\$190	\$125	\$110	\$90	\$85	\$65		
<b>Task 1: Studies</b>																
1a: Project Kickoff Meeting and Background Data Review	4.00	4.00							4.00							12.00
1b: Schedule Development	4.00				6.00			4.00								14.00
1c: Geotechnical Investigation		2.00		12.00		48.00		2.00								64.00
1d: Hydrologic/Hydraulic and Geomorphic Analysis			24.00			16.00		2.00								42.00
1e: Biological Assessment Report	2.00								2.00	2.00	12.00	12.00				30.00
1f: Jurisdictional Delineation and Preliminary Jurisdictional Determination		2.00							2.00	16.00	8.00	28.00	15.00			71.00
1g: Cultural Resources Report	1.00								1.00	2.00		14.00	2.00			20.00
1h: Site Conditions and Constraints Technical Memo	4.00	6.00	12.00		12.00			12.00								46.00
<b>Task 1 Subtotal</b>	<b>15.00</b>	<b>38.00</b>	<b>12.00</b>	<b>12.00</b>	<b>18.00</b>	<b>64.00</b>	<b>0.00</b>	<b>20.00</b>	<b>9.00</b>	<b>20.00</b>	<b>20.00</b>	<b>54.00</b>	<b>17.00</b>	<b>0.00</b>	<b>298.00</b>	<b>\$35,172.00</b>
<b>Task 2: Plans, Specifications and Estimates (PS&amp;E)</b>																
2a: Development and Evaluation of Project Alternatives	4.00	6.00	6.00		16.00		16.00									48.00
2b: 35% Conceptual Design Update	4.00	4.00	4.00	12.00	12.00	34.00	12.00									72.00
2c: 60% Design	6.00	16.00	16.00		50.00			10.00								98.00
2d: 90% Design PS&Es	6.00	12.00	12.00		40.00			8.00								78.00
2e: Project Cost Estimates	4.00	4.00	4.00		16.00											28.00
2f: Storm Water Pollution Prevention Plan (SWPPP)	2.00					24.00										26.00
2g: Final Design	4.00	6.00	8.00		12.00		6.00									36.00
<b>Task 2 Subtotal</b>	<b>30.00</b>	<b>48.00</b>	<b>50.00</b>	<b>12.00</b>	<b>146.00</b>	<b>48.00</b>	<b>34.00</b>	<b>18.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>396.00</b>	<b>\$47,030.00</b>
<b>3: Permitting and Environmental Documentation</b>																
3a: Permitting									8.00	26.00	20.00	55.00	14.00	6.00	129.00	\$13,500.00
3b: Initial Study-Mitigated Negative Declaration																
Project Description	6.00		6.00						1.00	2.00		6.00	4.00	1.00	26.00	\$3,311.00
Administrative Draft IS/MND	6.00		6.00						2.00	3.00	23.00	21.00	30.00	6.00	2.00	99.00
Draft IS/MND						4.00			4.00	2.00	4.00	4.00	2.00	4.00	20.00	\$1,950.00
Response to Comments/Final IS/MND	6.00					4.00			4.00	2.00	3.00	4.00		1.00	24.00	\$3,010.00
MMRP									1.00						7.00	\$730.00
Inter-Agency Coordination	2.00								4.00	6.00	4.00	6.00			16.00	\$2,300.00
<b>3b Subtotal</b>	<b>20.00</b>	<b>0.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>0.00</b>	<b>10.00</b>	<b>13.00</b>	<b>34.00</b>	<b>33.00</b>	<b>42.00</b>	<b>12.00</b>	<b>8.00</b>	<b>192.00</b>	<b>\$22,482.00</b>
<b>Task 3 Subtotal</b>	<b>20.00</b>	<b>0.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8.00</b>	<b>0.00</b>	<b>10.00</b>	<b>21.00</b>	<b>60.00</b>	<b>53.00</b>	<b>97.00</b>	<b>26.00</b>	<b>14.00</b>	<b>321.00</b>	<b>\$35,982.00</b>
<b>4: Public Workshops</b>																
4a: Public Workshop 1	6.00		18.00				12.00	12.00								48.00
4b: Public Workshop 2	6.00		18.00				12.00	12.00								48.00
4c: Stakeholder Meetings	6.00	18.00														24.00
<b>Task 4 Subtotal</b>	<b>18.00</b>	<b>18.00</b>	<b>36.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>24.00</b>	<b>24.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>120.00</b>	<b>\$15,516.00</b>
<b>5: Construction Bid Package</b>																
5a: Pre-Bid Meeting		6.00			6.00											12.00
5b: Construction Bidding Assistance	4.00	8.00	4.00	4.00	12.00	12.00										44.00
<b>Task 5 Subtotal</b>	<b>4.00</b>	<b>14.00</b>	<b>4.00</b>	<b>4.00</b>	<b>18.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>56.00</b>	<b>\$7,384.00</b>
<b>6: Construction Support Phase</b>																
6a: Construction Support					6.00											6.00
6b: Pre-Construction & Public Presentation Meetings	6.00		2.00		12.00	12.00										32.00
6c: Review and Approval of Submittals, RFIs and Shop Drawings		4.00	2.00	8.00	12.00	12.00										38.00
6d: Change Order Request Processing		4.00		8.00	16.00											28.00
6e: As-Built Drawings (Construction Record Drawings)		2.00					12.00									14.00
<b>Task 6 Subtotal</b>	<b>6.00</b>	<b>10.00</b>	<b>4.00</b>	<b>16.00</b>	<b>46.00</b>	<b>24.00</b>	<b>12.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>118.00</b>	<b>\$13,894.00</b>
<b>TOTAL DIRECT LABOR HOURS</b>	<b>93.00</b>	<b>126.00</b>	<b>118.00</b>	<b>44.00</b>	<b>228.00</b>	<b>156.00</b>	<b>70.00</b>	<b>72.00</b>	<b>30.00</b>	<b>90.00</b>	<b>73.00</b>	<b>151.00</b>	<b>43.00</b>	<b>14.00</b>	<b>1,300.00</b>	<b>-</b>
<b>TOTAL DIRECT LABOR COSTS</b>	<b>\$16,275.00</b>	<b>\$22,400.00</b>	<b>\$17,228.00</b>	<b>\$6,820.00</b>	<b>\$23,940.00</b>	<b>\$14,820.00</b>	<b>\$5,950.00</b>	<b>\$5,760.00</b>	<b>\$5,700.00</b>	<b>\$10,000.00</b>	<b>\$8,030.00</b>	<b>\$13,590.00</b>	<b>\$3,655.00</b>	<b>\$910.00</b>	<b>-</b>	<b>\$155,078.00</b>
<b>DIRECT EXPENSES</b>																
Printing, Reproduction & Postage	\$1,075.00	\$500.00	\$75.00													
Vehicle and Mileage	\$1,500.00	\$1,500.00														
Miscellaneous Supplies & Materials	\$2,282.00	\$250.00	\$2,032.00													
<b>TOTAL ESTIMATED EXPENSES</b>	<b>\$4,857.00</b>	<b>\$2,250.00</b>	<b>\$2,607.00</b>													
<b>TOTAL (EXPENSES &amp; LABOR)</b>	<b>\$159,935.00</b>															



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 12, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR  
 TATIANA HOLDEN, SENIOR CIVIL ENGINEER**

**SUBJECT: RECOMMENDATION TO ENTER INTO AN AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR RELOCATION OF DISTRIBUTION FACILITIES TO ACCOMMODATE THE LOST HILLS ROAD INTERCHANGE IMPROVEMENT PROJECT**

**MEETING DATE: JUNE 24, 2015**

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**SUMMARY RECOMMENDATION:**

Staff recommends that City Council approve the Utility Agreement with Southern California Edison for the relocation of distribution facilities to accommodate the construction of the Lost Hills Road Interchange project.

**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 and facilities which are in conflict with the proposed improvements.

The enclosed SCE Vault Exhibit in Attachment A demonstrates work to be performed by CSE for the relocation of the underground distribution facilities in conflict with construction of the new Lost Hills bridge and widening improvements.

Prior to performing this work, the City must enter into an agreement, referred to as a Utility Agreement, with SCE. The Utility Agreement, enclosed as Attachment A, consists of a number of project obligations that must be performed during the course of the construction phase of this work, by both SCE 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 IV, "Payment for Work", of the proposed Utility Agreement, the City shall deposit the estimated share for the work in advance. The

estimated cost for this work is \$243,000 per the SCE cost estimate, enclosed as Attachment B. By approving this contract agreement, the City is required to deposit the said sum to SCE within 45 days after execution of the Agreement.

The three copies of the Agreement received from SCE request the signature of the Mayor on the signature line. Therefore, staff recommends Council authorize the Mayor to execute the Utility Agreement. Once executed, the agreement will be returned to SCE and also forwarded to Caltrans to satisfy one of the Caltrans Right-Of-Way Certification requirements.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The relocation of the SCE underground distribution facilities as described in the Utility Agreement are considered a part of the construction phase for the Lost Hills interchange improvements project. The construction contract for the project was awarded by the City Council at the March 11, 2015 meeting to Security Paving Company, Inc. in the amount of \$ 22,040,260.05.

The construction costs are covered by Los Angeles County for Measure R funding. The construction budget also includes about \$3,000,000 from the Las Virgenes/ Lost Hills Bridge & Thoroughfare District Funds (B&T) to cover costs outside Measure R funds.

**REQUESTED ACTION:**

Staff recommends that City Council approve the Utility Agreement with Southern California Edison for the relocation of distribution facilities to accommodate the construction of the Lost Hills Road Interchange project.

**ATTACHMENTS:**

- Attachment A: Proposed Utility Agreement with SCE vault exhibit
- Attachment B: Cost Estimate from SCE
- Attachment C: Letter to the City regarding the Agreement

Utility Agreement No. 3

DISTRICT	COUNTY	ROUTE	KP(PM)	Project ID/E.A.
7	LA	101	51.1/51.6 (31.9/32.3)	07-24230K
Federal Aid No.: Not Applicable – No Federal Funding		OWNERS FILE: City of Calabasas Lost Hills Bridge		
<b>FEDERAL PARTICIPATION/FEDERALLY ELIGIBLE/NEPA DOCUMENT</b>				
On the Project		YES	<input checked="" type="checkbox"/> NO	On the Utilities
				YES
				<input checked="" type="checkbox"/> NO

UTILITY AGREEMENT NO: 3

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

The City of Calabasas, acting by and through the State of California Department of Transportation, ("AGENCY"), proposes to replace the Lost Hills Bridge over the 101 Freeway in the City of Calabasas in Los Angeles County, California (the "Project").

AND

Southern California Edison Company ("OWNER") owns and maintains certain customer service line/distribution facilities (collectively, the "Facilities") within the limits of the Project area that require relocation, protection and/or adjustment in order to accommodate AGENCY's Project. The Facilities to be relocated, protected and/or adjusted are more particularly described as the existing Surface Operational Enclosure (SOE #5577025) and associated distribution conduit and wire located in the raised median on Lost Hills Road north of the bridge, as shown in the attached Exhibit A. This SOE is a distribution facility solely for service to the Calabasas landfill property.

It is hereby mutually agreed between AGENCY and OWNER as follows:

**I. WORK TO BE PERFORMED**

**Work Performed by Owner Per Owner's Plan:**

In accordance with Notice to Owner No. 2 dated 12/17/14, OWNER shall relocate, protect and/or adjust the Facilities described above (the "Work"). All Work shall be performed substantially in accordance with OWNER's Plan Job No. 584033\_0.01 consisting of one sheet, a copy of which is on file at the OWNER's office located at 10060 Telegraph Road, Bldg B, Ventura, CA 93004.

Deviations from the OWNER's Plan initiated by either the AGENCY or OWNER shall be agreed upon by both parties hereto under a Revised Notice to Owner. Any Revised Notices to Owner, approved by the AGENCY and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's Plan and are hereby made a part hereof. No Work under said deviation shall commence prior to written execution by 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.

**Preliminary Engineering by Owner:**

In accordance with Relocation Claim Letter to Owner dated 4/8/14, OWNER shall prepare its plans for relocation, protection and/or adjustment of the Facilities ("OWNER's Plan"). Any revision to the OWNER's Plan, after approval by the AGENCY, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Any Revised Notices to Owner, approved by the AGENCY and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's Plan and are hereby made a part hereof. No redesign or additional engineering, after approval by the AGENCY, shall commence prior to written

execution by OWNER of the Revised Notice to Owner and may require an amendment to this Agreement in addition to the revised Notice to Owner.

## **II. LIABILITY FOR WORK**

The existing Facilities are located in their present position pursuant to rights superior to those of the AGENCY and will be relocated, protected or adjusted (as appropriate) at AGENCY expense.

## **III. PERFORMANCE OF WORK**

### **Owner's Forces or Continuing Contractor Performs Work:**

OWNER agrees to perform the Work with its own forces or to cause the Work to be performed by 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 Wage 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, as applicable. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

### **Owner to Prepare Preliminary Engineering Plans:**

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, are to be furnished by OWNER and approved by the AGENCY. Cost principles for determining the reasonableness and allow ability of OWNER's costs shall be determined in accordance with 48 CFR, Chapter 1, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as may be (and to the extent) applicable.

## **IV. PAYMENT FOR WORK**

OWNER, at the present time, does not have sufficient funds available to proceed with the relocation, protection and/or adjustment of OWNER's Facilities provided for herein. It is estimated that the cost of the Work provided for by this Agreement, and as hereinafter set forth, is the sum of \$243,000. AGENCY agrees to advance to OWNER the sum of \$243,000 (representing AGENCY's estimated share) to apply to the cost of the Work to be undertaken as provided hereinabove. Said sum of \$243,000 will be deposited by AGENCY with OWNER within 45 days after execution of this Agreement by the parties hereto and upon receipt of an OWNER's bill for the advance. Notwithstanding any provision herein to the contrary, OWNER will not begin construction of the Work unless/until such time as OWNER has received the specified advance payment from AGENCY.

It is understood and agreed that 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 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.

In the event actual costs of the Work are less than the sum of money advanced by AGENCY to OWNER, OWNER hereby agrees to refund to AGENCY the difference between said actual cost and the sum of money so advanced. In the event that the actual cost of AGENCY's share of the Work exceeds the amount of money advanced to OWNER, in accordance with the provisions of this Agreement, AGENCY will reimburse OWNER for AGENCY's share of said excess costs upon receipt of five (5) copies of an itemized bill as set

forth herein.

OWNER shall submit a final bill to AGENCY within 360 days after the completion of the Work described in Section I above. If AGENCY has not received a final bill within 360 days after notification of completion of OWNER's Work described in Section I of this Agreement, and AGENCY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use, or Joint Use Agreements, if required for OWNER's Facilities, AGENCY will provide written notification to OWNER of its intent to close its file within thirty (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, AGENCY shall not pay any final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from OWNER and approval of documentation by AGENCY. If the final bill exceeds 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 OWNER's 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 AGENCY.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three (3) years from the date of the final payment or final invoice, whichever is later, and will be available for audit by AGENCY and/or Federal auditors. OWNER agrees to comply with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31, *et seq.*, 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, *et al.*, to the extent they are applicable.

## V. GENERAL CONDITIONS

### Utility Agreement not subject to "Buy America":

AGENCY represents and warrants that this Utility Agreement is not subject to 23 CFR 635.410, the Buy America provisions.

### AGENCY Liable for Review and Design Costs, Project Cancellation Procedures and Utility Agreement:

All costs accrued by OWNER as a result of AGENCY's request of 4/8/14 to review, study and/or prepare plans and estimates for the Project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If AGENCY's Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of any Work by OWNER, AGENCY will notify OWNER in writing and AGENCY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement, which terms shall include, at a minimum, OWNER's right to receive (i) compensation for all Work performed by OWNER through the date of termination and (ii) reimbursement for all studies, reports, estimates, engineering and other professional services, materials and equipment procured in relation to OWNER's Work hereunder. Moreover, if OWNER's Work involves the relocation of OWNER's Facilities, the Amendment shall address (i) whether supplemental relocation or modification of OWNER's Facilities is required as a result of the termination and (ii) the respective rights and obligations of OWNER and AGENCY with respect to any such supplemental relocation. Notwithstanding any provision herein to the contrary, OWNER shall be entitled to withhold from any payment(s) received from AGENCY an amount sufficient to cover all costs and expenses incurred by (or reimbursable to) OWNER in

Utility Agreement No. 3

relation to any termination of this Agreement. In the event that the payment(s) received by OWNER from AGENCY are insufficient to fully reimburse and compensate OWNER for its costs and expenses incurred in relation to AGENCY's termination of this Agreement, OWNER shall prepare and deliver to AGENCY a written invoice calculating and describing any reimbursement/compensation shortfalls. AGENCY shall pay to OWNER all amounts identified in the invoice within thirty (30) days following AGENCY's receipt of the invoice. Conversely, in the event that the payment(s) received by OWNER from AGENCY are sufficient to fully reimburse and compensate OWNER for its costs and expenses incurred in relation to AGENCY's termination of this Agreement, OWNER shall return to AGENCY any excess funds held by OWNER (which excess funds shall be paid by OWNER to AGENCY within forty-five (45) days following OWNER's reestablishment of service/operation of any Facilities affected by this Agreement).

**Notice of Completion:**

OWNER shall submit a Notice of Completion to AGENCY within 30 days of the completion of the Work described herein.

**Rights of Way:**

If OWNER's Work will require new rights of way for the installation, operation and maintenance of the Facilities, AGENCY will acquire new rights of way in the name of either the AGENCY or OWNER through negotiation or condemnation and when acquired in AGENCY'S name, shall convey same to OWNER by Easement Deed. AGENCY's liability for such rights of way will be at the proration shown in Section II, above for Work involved under this Agreement. Prior to OWNER's commencement of construction, AGENCY shall provide OWNER with documentation that all necessary property rights have been or will be transferred to OWNER.

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.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on LOCAL AGENCY highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

**THE ESTIMATED COST TO AGENCY FOR THE ABOVE DESCRIBED WORK IS \$243,000.**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

AGENCY

OWNER

City of Calabasas

Southern California Edison Company

By: \_\_\_\_\_

By: *[Signature]*

Name: \_\_\_\_\_

Name: George Perez

Its: \_\_\_\_\_

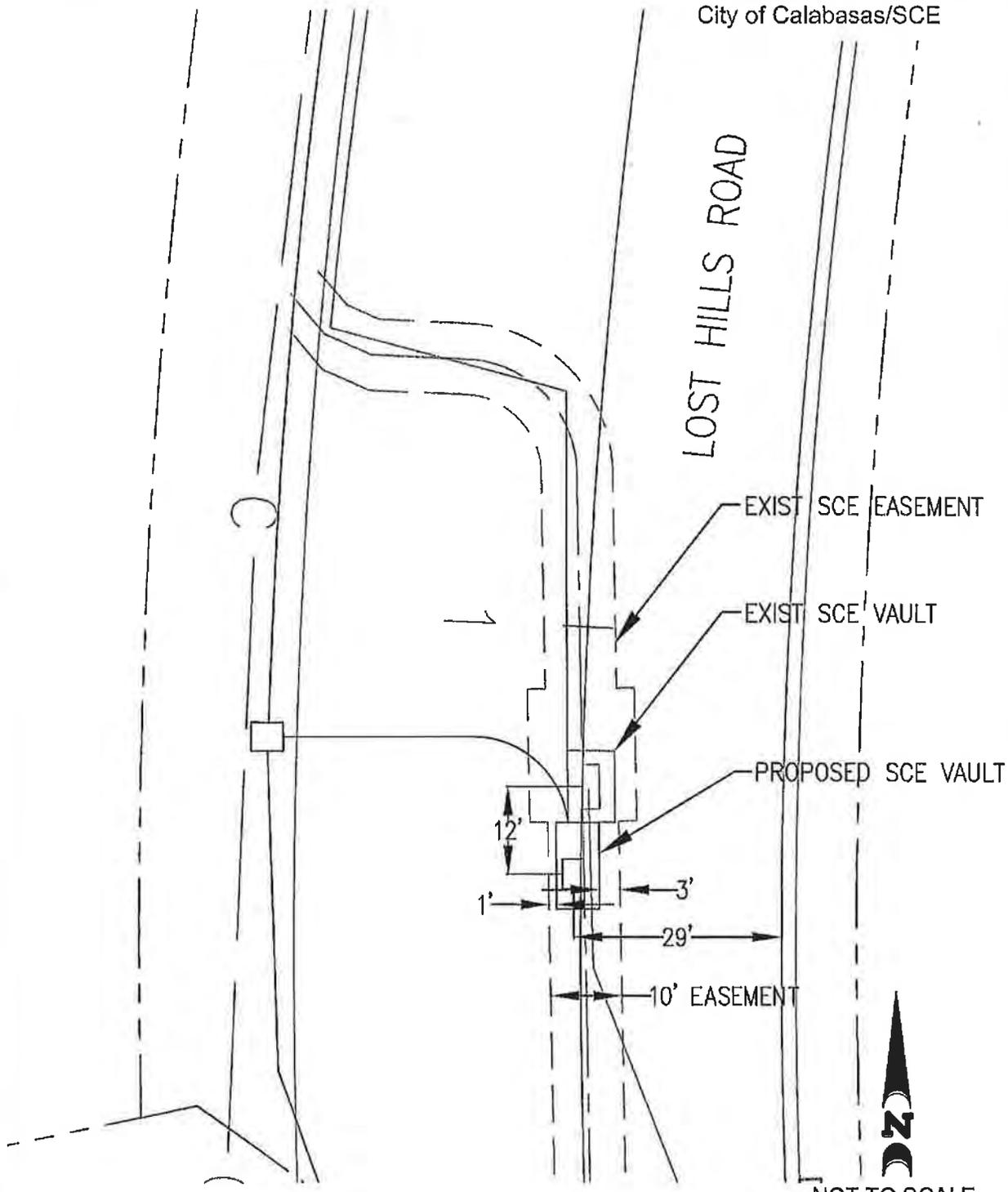
Its: Project Manager

Exhibit A

Description of Facilities



Exhibit A  
Utility Agreement No. 3  
City of Calabasas/SCE



NOT TO SCALE

**SCE VAULT EXHIBIT**  
PROPOSED SCE VAULT LOCATION  
LOST HILLS ROAD  
CALABASAS, CALIFORNIA

**HUITT-ZOLIARS**  
Thousand Oaks  
90 E. Thousand Oaks Boulevard  
Suite 201  
Thousand Oaks, California 91320  
Phone (805) 419-1802 Fax (805) 419-1819



George Perez  
Sr. Project Manager  
Transmission Project Management

August 26, 2014

City of Calabasas  
Public Works Department  
Attn: Andrew Brozyna  
100 Civic Center Way  
Calabasas CA 91302

**SUBJECT: Relocation of SCE Distribution Facilities SOE – Cost Estimate**  
Caltrans E.A. No. 07-24230K  
Lost Hills-101 Fwy, City of Calabasas  
SCE Project ID #: 907

Dear Mr. Brozyna,

The following is a revised breakdown of the relocation costs for the distribution facilities in conflict with the State's proposed road improvements along Lost Hills and 101 Fwy, City of Calabasas. SCE has a prior right for the SOE in conflict with the proposed widening improvement, therefore, the cost of liability is 100 % City expense. The scope of work is as follows:

**Distribution:**

- Relocate underground SOE facilities

A breakdown of costs is listed below for the following Edison Distribution Facilities.

Distribution Order Number: TD836357

Relocate underground SOE facilities. SOE covered by SCE Easement Doc 498091.

Labor	\$ 157,838
Material	\$ 17,077
Contract	\$ 68,160
Total	\$ 243,075
Salvage \$ (75)	
Depreciation	\$ (0) no poles involved
Total	<u>\$ 243,000</u>

**State's' Portion (100%):           \$243,000**

This estimate is valid for 120 days from the date of this letter, after the 120 day period, it will be necessary to update the costs.

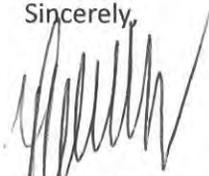
Replacement rights are required for this project.

George Perez  
Sr. Project Manager  
10060 Telegraph Rd, Bldg B  
Ventura CA 93004

If the State is in agreement with the above claim, please prepare a Utility agreement and Notice to Owner for the amount of \$243,000 and forward it to my attention. Because this is a Local Agency City of Calabasas/Caltrans oversight project payment will be required up front instead of in the rears. Once the utility agreement is executed I will send you an invoice for payment.

Should you have any further questions feel free to contact Robert Castillo at 909-320-1897.

Sincerely,



George Perez  
Sr. Project Manager  
Transmission Project Management

cc: Peter Dancel  
Fabiola Guerra

Amir Shaterin  
Laura Frazier

Robert Castillo  
Project File



George Perez  
Sr. Project Manager  
Transmission Project Management

August 28<sup>th</sup>, 2014

City of Calabasas  
100 Civic Way  
Calabasas CA 91302

RE: Proposed Utility Agreement for City of Calabasas/Caltrans oversight project at Lost Hills and 101 FWY  
Variations from Form Utility Agreement Provisions Appearing in Caltrans Right-of-Way Manual

Dear Mr. Brozyna:

In reference to the above-identified Project, please find enclosed with this letter a copy of Southern California Edison Company's ("SCE's") template Utility Agreement to be used in connection with the relocation of SCE's affected facilities.

Although the Utility Agreement is based upon the form provisions appearing in Chapter 13.07.00 of the Caltrans Right-of-Way Manual (the "Manual Form"), the SCE Utility Agreement does contain certain language that varies from the Manual Form. Notably, Caltrans' Legal has reviewed the modified text and has approved the use of the SCE Utility Agreement for local agency projects involving the relocation/adjustment of existing SCE facilities. SCE fully intends and expects that Caltrans will approve the use of the SCE Utility Agreement in connection with the Project.

As you review the SCE Utility Agreement, you will note that certain provisions are identified as "Optional". Depending upon the nature of the Project and the work to be performed by SCE, the parties will need to choose and agree upon the relevant provisions. Moreover, the Utility Agreement contains a series of blank fields that will need to be filled-in based upon the particulars of the transaction.

In order to facilitate your review and use of the Utility Agreement, SCE has prepared the following table which summarizes the principal differences between the Utility Agreement and the Manual Form:

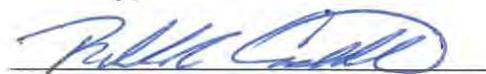
Section	Description of Differences
III – Out of State Travel Expenses and Per Diem	<ul style="list-style-type: none"> <li>Section III-6 of the Manual Form has been eliminated from the SCE Utility Agreement due to SCE's determination that SCE will not use out-of-state labor or personnel in relation to its relocation activities.</li> </ul>

<p>IV – Payment for Work</p>	<ul style="list-style-type: none"> <li>• The SCE Utility Agreement uses text from Section IV-4 of the Manual Form to provide for -- and require -- up-front payment by the local agency for SCE’s relocation work (<i>i.e.</i>, progress billing will not be used for SCE’s work). Notwithstanding the foregoing, the SCE Utility Agreement does require SCE to prepare a final bill and reconciliation within 360 days following the completion of SCE’s work.</li> <li>• The SCE Utility Agreement eliminates the requirement that SCE establish and maintain a separate account for monies received from the local agency.</li> <li>• The SCE Utility Agreement obligates SCE to maintain detailed records and to comply with Federal audit principles and standards (if applicable). Notwithstanding, the SCE Utility Agreement does not presume that SCE shall be responsible for any payment(s) deemed “unallowable” to SCE following authorized audit.</li> </ul>
<p>Section V – General Conditions</p>	<ul style="list-style-type: none"> <li>• The SCE Utility Agreement acknowledges that the Project is subject to the requirements of “Buy America”, and declares that SCE will utilize the “Vendor/Manufacturer Certification Method” described in Caltrans’ December 3, 2013 “Guidelines for the Certification of Materials Subject to Buy America (BA) for Utility Relocations” to demonstrate compliance with the requirements of Buy America.</li> <li>• The SCE Utility Agreement expands upon the premise addressed in Manual Form Section V-1 (Second Paragraph) concerning the rights/obligations of the parties in the event that the local agency elects to abandon the Project prior to SCE’s completion of its work.</li> </ul>

Once the Utility Agreement has been completed and approved by the parties, the document will need to be presented to the appropriate Caltrans District Office for review and approval. Given that the Utility Agreement contains variations from the Manual Form, the Caltrans District Office will be required to forward the instrument to Caltrans Headquarters / Legal for review and approval. However, as indicated above, Caltrans Legal has previously reviewed the SCE Utility Agreement; accordingly, it is SCE’s understanding that Caltrans Legal is prepared to expedite the review of any utility agreement that follows the SCE template.

We look forward to working with you to complete the Utility Agreement and to obtain the approval thereof from Caltrans. Should you have any questions, please contact the undersigned at your earliest convenience.

Sincerely,



EEncl.



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

---

**DATE: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR**

**SUBJECT: CONSIDER AND ADOPT AMENDED STORY POLE POLICY**

**MEETING DATE: JUNE 24, 2015**

---



**SUMMARY RECOMMENDATION:**

That the City Council approve by minute action the updated Story Pole policy.

**BACKGROUND:**

At their Budget Workshop meeting of April 29, 2015, the City Council elected to place on the Council meeting agenda of May 27, 2015 a discussion of the Community Development Department's Story Pole policy. The Council also remanded the policy to the Planning Commission to determine if any modifications should be considered. Four members of the Planning Commission heard the item at their meeting of May 14, 2015, and made a number of recommendations to improve the policy.

On May 27 staff provided to the City Council the Planning Commission's suggested updates. The City Council conducted a public hearing, during which testimony was received from the public. Following the public testimony, the City Council recommended a number of additional modifications to the story pole policy to further improve its effectiveness, and directed staff to return with a final version reflecting all changes.

Staff has completed the amended policy in accordance with the City Council direction from May 27<sup>th</sup>, and the document is provided as Attachment B to this report.

**FISCAL IMPACT/SOURCE OF FUNDING:**

Modifications to the story pole policy, as suggested, will not create any fiscal impacts to the City. All costs will be borne by property owners seeking planning project entitlements and approvals for which story poles are required. Costs per project are anticipated to range from \$5,000 to \$60,000 depending on size and complexity of story pole construction and site security.

**REQUESTED ACTION:**

That the City Council approve by minute action the updated Story Pole policy.

**ATTACHMENTS:**

- Attachment A: Updated City of Calabasas Story Pole Procedures
- Attachment B: Red-lined version of the Updated Story Pole Procedures

# City of Calabasas Story Pole Procedures

Effective June 24, 2015

## **Purpose**

Story poles are used to depict the silhouette of a proposed structure or an addition to an existing building. Story poles are intended to help decision makers, staff, neighbors and other interested parties visualize the location, mass and/or height of a proposed building(s), as part of the review of the project's relationship to its surroundings. In addition to story poles, the City may also require other visual aids, such as photo simulations, models or renderings, to assist in illustrating the proposed final project.

## **Applicability**

Unless determined otherwise by the Community Development Director or his/her designee, story poles shall be required to be installed for projects that are to be reviewed by the Planning Commission as follows:

- 1) All new projects and those with additions of 500sf or more within the Old Topanga, Calabasas Highlands and Scenic Corridor Overlay Zones.
- 2) All new freestanding commercial and multi-family residential projects throughout the City
- 3) All new single family residences.
- 4) All projects seeking an exception (increase) in building height by way of variance or development plan.

## **Duration**

Story poles shall be erected at least four weeks prior to the Planning Commission hearing date and shall remain in place until such time the Planning Commission has rendered a final decision on the project. Story poles shall remain in place during the appeal period and through the

appeal process. Following the final decision, the story poles shall be removed as soon as possible and no later than 48 hours following the decision date. If at any time the story poles become unsafe, they shall be repaired or removed immediately. If any poles fall down prior to the hearing date, they shall be promptly replaced.

## **Plan Components**

A story pole plan must be submitted to staff for approval prior to installation. The story pole location must be plotted on the roof plan and each location should indicate the maximum height of the pole. Applicants shall confer with City staff for precise pole locations for unusually shaped structures. The plan should also include the contact information and license number for the licensed contractor, license surveyor, and licensed architect or licensed civil engineer installing the story poles.

## **Construction Method and Materials**

Story poles shall be made of standard 2"x 4" lumber or similar material that is sturdy and avoids bending as determined by the City. All story poles need to be erected safely and without putting the public at risk, without bending or leaning, so as to withstand weather. This can be accomplished by installing guy wires or other similar temporary support system. Colored ribbons or construction netting not larger than 3 feet wide shall be attached between poles to detail roof lines.

## **Pole Locations**

Story poles shall be erected at the most distant corners of the proposed structure or addition and at the maximum height of the roof ridge. The idea is to achieve a silhouette of the structure or addition, clearly defining the maximum roof heights. The tallest story pole shall be painted with a clearly visible black paint at every one (1) foot increment. (Story poles for roof overhangs, eaves, chimneys, balconies and accessory buildings may also be required at the discretion of the Community Development Director).

## **Certification**

Story pole heights and locations must be certified in writing by a licensed surveyor, licensed contractor, licensed architect or licensed civil engineer and such certification shall be provided, along with the story pole plan, to the project planner a minimum of three weeks in advance of the hearing date. The height of each pole should be clearly marked on the base of each pole.

### **Story Pole Determination**

The Director shall evaluate the following factors in their determination of whether or not a site is suitable for story poles. These factors shall include:

- a) Safety, such as the presence of power lines, public right of ways, pedestrians, access and other security and welfare concerns;
- b) Stability, such as the structure height, materials, weather, anchoring or topographic conditions;
- c) Inaccurate depiction of the proposed project due to land modifications, grading or other site conditions;
- d) Impacts to trees, habitat, archeologic or biologic resources, or the need for land alterations in pole placement;
- e) Site constraints, such as roadway re-alignments, utilities, easements and fire access requirements.
- f) Excessive cost or financial impact.

The Director may also seek advice from the Architectural Review Panel and/or a professional story pole installer in arriving at a determination of pole installation feasibility.

## **Planning Commission Review**

If the Community Development Director finds that at least 50% of the project mass may or should not be depicted with story poles, a report shall be submitted to the Planning Commission for their review stating the basis of the Directors recommendation. The recommendation should identify all factors which limit the feasibility of story pole placement on the subject site.

The Planning Commission shall also be the body to determine if story poles should be re-established in instances when vandalism to the poles has occurred.

## **Notification**

For commercial projects, the applicant shall erect a sign on-site displaying a rendering or photo simulation of the proposed project at the time that the story poles are installed. The sign shall include contact information for the City's case planner, and if applicable, any web site information prepared by the City and/or applicant.

For commercial projects where less than 100% of the project is depicted with story poles, the rendering should be overlaid with the location of the story poles that have been erected. The overlay is intended to assist the public and decision makers as to the relationship of the poles and the proposed project.

Any required City notices of a public hearing on a project shall also identify that story poles have been installed. For commercial projects, the notice should also include a project rendering or photo simulation.

The Planning Commission and the City Council shall be notified at the time that story poles are erected on the site.

# City of Calabasas Story Pole Procedures

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Effective June 24, 2015

## Purpose

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Story poles are used to depict the silhouette of a proposed structure or an addition to an existing building. Story poles are intended to help decision makers, staff, neighbors and other interested parties visualize the location, mass and/or height of a proposed building(s), as part of the review of the project's relationship to its surroundings. In addition to story poles, the City may also require other visual aids, such as photo simulations, models or renderings, to assist in illustrating the proposed final project.

## Applicability

Unless determined otherwise by the Community Development Director or his/her designee, story poles shall be required to be installed for projects that are to be reviewed by the Planning Commission as follows:

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1) All new projects and those with additions of 500sf or more within the Old Topanga, Calabasas Highlands and Scenic Corridor Overlay Zones that are reviewed by the Planning Commission shall have story poles placed on the proposed building site. Story poles are used to depict this silhouette of a proposed structure or an addition to an existing building. Story poles are intended to help decision makers, staff, neighbors and other interested parties visualize the location, mass and/or height of a proposed building(s), as part of the review of the project's relationship to its surroundings.

2) All new freestanding commercial and multi-family residential projects throughout the City

3) All new single family residences.

4) All projects seeking an exception (increase) in building height by way of variance or development plan.

## **Duration**

Story poles shall be erected at least ~~four~~three weeks prior to the Planning Commission hearing date and shall remain in place until such time the Planning Commission has rendered a final decision on the project. Story poles shall remain in place during the appeal period and through the appeal process. Following the final decision, the story poles shall be removed as soon as possible and no later than 48 hours following the decision date. If at any time the story poles become unsafe, they shall be repaired or removed immediately. If any poles fall down prior to the hearing date, they shall be promptly replaced.

## **Plan Components**

A story pole plan must be submitted to staff for approval prior to installation. The story pole location must be plotted on the roof plan and each location should indicate the maximum height of the pole. Applicants shall confer with City staff for precise pole locations for unusually shaped structures. The plan should also include the contact information and license number for the licensed contractor, license surveyor, and licensed architect or licensed civil engineer installing the story poles.

## **Construction Method and Materials**

Story poles shall be made of standard 2" x 4" lumber or similar material that is sturdy and avoids bending as determined by the City. All story poles need to be erected safely and without putting the public at risk, without bending or leaning, so as to withstand weather. This can be accomplished by installing guy wires or other similar temporary support system. Colored ribbons or construction netting not larger than 3 feet wide shall be attached between poles to detail roof lines.

## **Pole Locations**

Story poles shall be erected at the most distant corners of the proposed structure or addition and at the maximum height of the roof ridge. The idea is to achieve a silhouette of the structure or addition, clearly defining the maximum roof heights. The tallest story pole shall be

painted with a clearly visible black paint at every one (1) foot increment. (Story poles for roof overhangs, eaves, chimneys, balconies and accessory buildings may also be required at the discretion of the Community Development Director).

## **Certification**

Story pole heights and locations must be certified in writing by a licensed surveyor, licensed contractor, licensed architect or licensed civil engineer and such certification shall be provided, along with the story pole plan, to the project planner a minimum of three weeks in advance of the hearing date. The height of each pole should be clearly marked on the base of each pole.

## **Story Pole Determination**

The Director shall evaluate the following factors in their determination of whether or not a site is suitable for story poles. These factors shall include:

- a) Safety, such as the presence of power lines, public right of ways, pedestrians, access and other security and welfare concerns;
- b) Stability, such as the structure height, materials, weather, anchoring or topographic conditions;
- c) Inaccurate depiction of the proposed project due to land modifications, grading or other site conditions;
- d) Impacts to trees, habitat, archeologic or biologic resources, or the need for land alterations in pole placement;
- e) Site constraints, such as roadway re-alignments, utilities, easements and fire access requirements.
- f) Excessive cost or financial impact.

The Director may also seek advice from the Architectural Review Panel and/or a professional story pole installer in arriving at a determination of pole installation feasibility.

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## Planning Commission Review

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If the Community Development Director finds that at least 50% of the project mass may or should not be depicted with story poles, a report shall be submitted to the Planning Commission for their review stating the basis of the Directors recommendation. The recommendation should identify all factors which limit the feasibility of story pole placement on the subject site.

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The Planning Commission shall also be the body to determine if story poles should be re-established in instances when vandalism to the poles has occurred.

## Notification

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For commercial projects, the applicant shall erect a sign on-site displaying a rendering or photo simulation of the proposed project at the time that the story poles are installed. The sign shall include contact information for the City's case planner, and if applicable, any web site information prepared by the City and/or applicant.

For commercial projects where less than 100% of the project is depicted with story poles, the rendering should be overlaid with the location of the story poles that have been erected. The overlay is intended to assist the public and decision makers as to the relationship of the poles and the proposed project.

Any required City notices of a public hearing on a project shall also identify that story poles have been installed. For commercial projects, the notice should also include a project rendering or photo simulation.

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The Planning Commission and the City Council shall be notified at the time that story poles are erected on the site.

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**CITY *of* CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
MARINA ISSAKHANI, ENVIRONMENTAL CONSULTANT**

**SUBJECT: A DISCUSSION, PRESENTATION AND DIRECTION TO STAFF FROM  
THE CITY COUNCIL TO PROCEED WITH THE CITY'S SOLID WASTE  
FRANCHISE AGREEMENT REQUEST FOR PROPOSAL (RFP)**

**MEETING**

**DATE: JUNE 24, 2015**

---

**SUMMARY RECOMMENDATION:**

That the City Council receives and files the attached report, and provides direction to Staff to proceed with the RFP process.

**BACKGROUND:**

Under the direction of City Council, Staff and Solid Waste Consultant have prepared a draft Request for Proposal for solid waste collection services. The RFP gives the City the following three options in issuing an Agreement(s).

- 1.) Combined Agreement for Residential, Commercial, and Temporary Roll-off Services.
- 2.) Combined or separate Agreement for Residential and Commercial Services with an exclusive agreement for Temporary Roll-off Services.
- 3.) Combined or separate Agreement for Residential and Commercial Services with an open permit system for Temporary Roll-off Services.

A PowerPoint presentation has been prepared by Dave Davis to discuss these options as well as the proposed scope of services included in the draft agreement.

**FISCAL IMPACT/SOURCE OF FUNDING:**

There is no fiscal impact associated with this report.

**REQUESTED ACTION:**

That the City Council receives and files the attached report, and provides direction to Staff to proceed with the RFP process.

**ATTACHMENTS:**

Attachment A: Solid Waste Franchise RFP PowerPoint Presentation

Attachment B: Draft RFP package



CITY *of* CALABASAS

# Solid Waste RFP

**David L. Davis**



**Solid Waste Consultants  
to Local Government**

# Overview

---

- **Presentation of RFP**
  - **Goals, approach, process, and schedule**
- **Confirmation of policy direction**
  - **Temporary Rolloff – exclusive or open**
  - **SFR and Commercial – combined or separate**
  - **Solicit incremental cost for enhanced diversion**



# Presentation of RFP

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- 1. Goals and approach**
- 2. Process and schedule**
- 3. Background information**
- 4. Scope of service and key terms**
- 5. Proposal requirements**



# Temporary Rolloff Service

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- **Exclusive:**
  - Less administrative burden
  - More accountability for meeting diversion goal
- **Open competition**
  - Same amount of vehicle trips as exclusive
  - More immediate downward pressure on rates



# SFR and Commercial

---

- **Solicit rates on combined basis:**
  - More synergy between cart and bin collection
  - More flexibility in allocating profit
- **Solicit rates for on separate basis:**
  - City can understand true cost of each sector
  - City has flexibility to to mix 'n match



# Enhanced Diversion Commitments

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- **Proposers asked to offer higher diversion guarantees in exchange for rate premium**
  - **Incremental premium percentages (e.g.,5%) are linked to enhanced diversion guarantees**
  - **Where else they have achieved a similar diversion goal?**



**Draft**

**REQUEST FOR PROPOSALS**

**FOR**

**SOLID WASTE AND RECYCLABLES COLLECTION**



**CITY *of* CALABASAS**

Distributed on June 26, 2015

Proposals Due on

Friday, July 31, 2015 at 3:00 p. m.

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Appendix B – Draft Franchise Agreement

## Section 1 INTRODUCTION

### 1.1 SOLID WASTE PROGRAM GOALS

The City of Calabasas (City) is requesting proposals from companies that have demonstrated experience in providing solid waste collection services to local governments. Firms who place a high priority on customer service and the diversion of waste from landfill disposal are encouraged to submit a proposal. The goals of the City’s solid waste management program are to:

- Deliver safe, reliable, high-quality collection service at competitive rates;
- Provide state-of-the-industry services that maximize the value of recovered resources, minimize the amount of waste landfilled, and protect the environment, and;
- Minimize administrative burden on City staff

### 1.2 SOLID WASTE PROGRAM BACKGROUND

Prior to 2009, the City arranged for refuse collection service through a non-exclusive permit system, in which several haulers openly competed for residential and commercial customers. In 2009, the City ended the non-exclusive system, and awarded three exclusive franchise agreements. The City awarded one exclusive agreement for each of the three service sectors shown below in Table 1.

**Table 1 Exclusive Franchise Agreements**

Current Agreement	Service Sector	Current Service Provider
Cart Collection Services Agreement	Cart Collection Service to Single-family and Multi-family Customers	Waste Management
Container Collection Services Agreement <sup>1</sup>	Regular Bin Collection Service to Multi-family and Commercial Customers; Regular Rolloff Collection Service to Commercial Customers	Waste Management
Temporary Collection Services Agreement	Temporary Bin and Rolloff Collection Service to Construction & Demolition Customers	Recology

---

<sup>1</sup> In this RFP, the draft agreement to replace the Container Collection Services Agreement has been renamed the Regular Bin and Rolloff Collection Agreement to more accurately describe the services it covers.

In 2007, the City adopted a resolution to achieve a 75% diversion goal by 2012. This goal was incorporated into each of the three franchise agreements that were awarded in 2009. In each agreement, the basis of measurement for the 75% diversion goal is limited to only the material handled by the service provider; it does not take into account any 'upstream' or 'third party' waste prevention or diversion.

### **1.3 CITY'S COMMITMENT TO ENVIRONMENTAL STEWARDSHIP**

The City has a high commitment to environmental stewardship. In addition to the 75% diversion goal, the City has adopted additional solid waste-related ordinances.

- In 2007, the City adopted an ordinance banning the use of expanded polystyrene (Styrofoam) for food packaging.
- In 2011, the City approved an ordinance to ban the use of single-use carryout plastic bags in supermarkets and convenience stores.

In alignment with its commitment to environmental stewardship, the City seeks to include state-of-the industry best management practices in its new solid waste franchise agreement(s).

### **1.4 PROCUREMENT OBJECTIVES**

In this procurement, the City has several objectives:

1. Conduct a fair and transparent procurement process to obtain the greatest value in solid waste handling services for the City's residents and businesses.
2. Provide the City with the flexibility to:
  - a. award a combination of two or three exclusive contracts for the three customer sectors (e.g., cart collection, regular bin and rolloff, and temporary bin and rolloff (C&D) collection), or,

- b. award a single exclusive contract to one service provider for all three service sectors.
3. Understand the incremental cost of certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.
4. Understand the incremental rate premium required by proposers to guarantee the achievement of higher diversion goals.

### 1.5 PROCUREMENT APPROACH

To achieve these procurement objectives, the City has prepared rate proposal forms (included in Appendix A) that enable proposers to offer price proposals for each service sector individually, and to offer package pricing for a single agreement or a combination of the service sectors shown in Table 1.

The City is requesting that proposers submit separate price proposals for each service sector, as well as package pricing for the award of two or all three service sectors to a single proposer. However, proposers are not required to submit proposals for all three service sectors.

The City is also requesting that proposers submit separate cost proposals for certain optional state-of-the-industry waste management programs such as door to door HHW collection, and commercial organics collection.

Finally, the City is requesting rate proposals that correspond to guaranteeing the achievement of a 'base' diversion goal for each agreement. In addition, the City is requesting that proposers submit proposals for rate premiums that correspond to guaranteeing the achievement of diversion goals that are higher than the 'base' diversion goal for each agreement.

The purpose for gathering this information from proposers is to give the City the market information it needs to negotiate one or more franchise agreements that represent the greatest value to the City.

## 1.6 DRAFT FRANCHISE AGREEMENT

To provide proposers with an understanding of the contract terms under which they will provide service, the City has prepared a draft franchise agreement, which is included in Appendix B. This draft agreement can be divided into three separate franchise agreements; one agreement for each service sector. Most of the provisions in the draft franchise agreement will apply to a single agreement for all three service sectors, or to separate agreements for individual service sectors.

However, certain provisions of the draft agreement pertain only to particular service sectors. These provisions that are unique to a particular service sector are designated within the draft agreement as shown below in Table 2.

Table 2                      **Designated Sections of Draft Franchise Agreement**

<b>Draft Franchise Agreement Provisions that Pertain Only to the:</b>	<b>Are:</b>
Cart Collection Services Agreement	Highlighted in Yellow
Regular Bin and Rolloff Collection Agreement	<u>Underlined</u>
Temporary Bin and Rolloff Collection Agreement	<i>Italicized</i>

In the event that the City elects to negotiate and award any separate franchise agreements, the City will use the draft franchise agreement in Appendix B as the basis for preparing those separate agreements.

## Section 2 **RFP PROCESS**

### 2.1 **OVERVIEW**

This RFP outlines the City's procurement process, provides background information about the City, summarizes the scope of services and key contract terms, and describes the information that proposers must include in their proposals.

### 2.2 **PROPOSERS LIST**

Potential proposers who are interested in receiving answers to questions, or amendments related to this RFP should send an email to Marina Issakhani at [missakhani@cityofcalabasas.com](mailto:missakhani@cityofcalabasas.com) and request to be placed on the proposers list.

### 2.3 **MANDATORY PRE-PROPOSAL MEETING**

All proposers must attend a pre-proposal meeting on Tuesday, July 14, 2015 at 10:00 a.m. The pre-proposal meeting will be held in The Founders Hall in the Civic Center Library at 200 Civic Center Way (next door to City Hall). The City reserves the right to reject proposals received from proposers that do not attend the pre-proposal meeting. The City requests that interested proposers RSVP for the mandatory pre-proposal to Marina Issakhani by Friday, July 3, 2015.

### 2.4 **SCHEDULE**

The City intends to procure new solid waste collection services according to the schedule shown on the following page in Table 3.

**Table 3 Procurement Schedule**

Activity/Event	Date
City releases RFP	Friday, June 26, 2015
Proposers RSVP for mandatory pre-proposal meeting	Friday, July 3, 2015
Deadline for proposers to submit questions that will be addressed at the pre-proposal meeting	Thursday, July 9, 2015
City conducts mandatory pre-proposal meeting and provides answers to first round of written questions	10:00 am Tuesday, July 14, 2015
City issues summary of responses provided at the pre-proposal meeting and RFP addendum if necessary	Friday, July 17, 2015
Deadline for proposers to submit any final follow-up written questions	Tuesday, July 21, 2015
City issues answers to any follow-up questions.	Thursday, July 23, 2015
<b>Proposers submit proposals</b>	<b>3:00 pm Friday, July 31, 2015</b>
Evaluation committee reviews proposals and interviews shortlisted proposer(s)	Friday, August 28, 2015
Evaluation committee recommends finalist proposer(s) to City Council.	Wednesday, September 9, 2015
City Council selects contractor(s)	Wednesday, October 14, 2015
City completes negotiations with contractor(s)	Friday, October 30, 2015
City Council approves collection agreement(s)	Wednesday, December 9, 2015
Selected contractor(s) begin new service	Tuesday, March 1, 2016

## 2.5 PROPOSAL TERMS AND CONDITIONS

By submitting a proposal and participating in this procurement process, proposers agree to the following terms and conditions:

### **City's Rights**

The City's rights include, but are not limited to, the following:

- Withdrawing, reissuing or modifying the RFP.
- Requesting clarification and/or additional information from any proposer at any point in the procurement process.

- Executing any or all of the draft agreements with a proposer (or proposers) on the basis of the original proposals and/or any other information submitted by the proposers during the procurement process.
- Rejecting any or all proposals, waiving irregularities in any proposals, or waiving any requirements of the RFP.
- Negotiating with more than one proposer or other service provider, either sequentially or simultaneously, for all or any of the services or contracts in this RFP.
- Accepting a proposal that may not offer the lowest cost but offers the best overall value to the City.

### **Proposer's Responsibilities**

It is the responsibility of each proposer to do the following before submitting its proposal:

- Thoroughly examine this RFP, including the draft agreement and any amendments.
- Become familiar with local conditions that may affect cost, permitting, progress, performance, or services described in this RFP and the attached agreement, including inspection of the City's terrain, streets and service locations.
- Consider all federal, state and local laws, statutes, ordinances, regulations and other applicable laws that may affect costs, permitting, progress, performance, or services.
- Clarify, with the City, any conflicts, errors, or discrepancies in this RFP.
- Agree not to collaborate or discuss with other proposers the content of the proposal or the service fees proposed.
- Direct all questions or comments about this RFP via emails only to:

Marina Issakhani  
Recycling Coordinator  
City of Calabasas  
[missakhani@cityofcalabasas.com](mailto:missakhani@cityofcalabasas.com)

Failure to uphold these responsibilities may result in the proposer being precluded from further consideration.

### **Verification of Information**

The City, and its consultants or legal counsel, may be conducting reference checks on proposers that may involve contacting municipalities currently or previously served by proposer, as well as contacting regulatory agencies involved in the oversight of proposers' facilities and operations. In addition, the City may review the proposers' litigation history, regulatory actions, safety records, and diversion history. The proposer's submission of a proposal shall constitute an agreement to cooperate with such a review.

### **Consequence of Submission of a Proposal**

The submission of a proposal shall not be deemed an agreement between the proposer and the City. The proposal is a contractual offer by the proposer to perform services in accordance with the proposal. Acceptance of a proposal by the City obligates the proposer to enter into good faith negotiations based on the proposal submitted. Any agreement shall not be binding on the City unless and until it is executed by the City and the selected proposer, and any conditions precedent to its effectiveness have been satisfied.

### **Proposal Costs**

The cost of investigating, preparing and submitting a proposal is the sole responsibility of the proposer. The City will not reimburse any proposer for any costs associated with the preparation and submission of a proposal.

## **2.6 WRITTEN QUESTIONS**

All questions regarding the RFP must be sent via email to the City's contact person for this RFP, Marina Issakhani. To preserve the integrity of the RFP process and to ensure that all proposers are provided consistent information, interested parties are directed to refrain from contacting City staff or elected or appointed officials of the City. The City reserves the right to reject proposals from proposers who contact City staff or elected or appointed officials of the City after the date this RFP is issued.

## 2.7 PROPOSAL SUBMISSION

All proposals must be received by the City Clerk's office at the address below no later than 3:00 p.m. on Friday, July 31, 2015. Proposals received after this time and date will be returned unopened. Proposers must hand deliver proposal packages, and obtain a delivery receipt. Proposal packages shall be delivered to:

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

### **Proposer shall submit:**

- One (1) bound, fully executed original;
- Nine (9) bound copies; and,
- One (1) CD or thumb drive with a PDF copy of the proposal

### **The package shall be clearly labeled:**

PROPOSAL FOR SOLID WASTE COLLECTION SERVICES  
FROM:  
Name of Proposer:  
Address:  
Contact Person:  
Cell Phone Number:

## 2.8 EVALUATION PROCEDURES AND CRITERIA

An evaluation team will be designated by the City. The evaluation team will conduct a detailed evaluation of the proposals, conduct reference checks, request additional information, score and rank the proposals, and prepare a recommendation to the City Council. During the process, proposers may be required to attend interviews, allow site

visits, and make presentations to the City. Proposals will be objectively evaluated based on criteria that may include, but not limited to, the following:

- Responsiveness
- Experience in serving local governments
- Waste diversion experience
- Technical proposal
- Safety record
- Exceptions taken to draft agreement
- Financial Resources
- Proposed rates

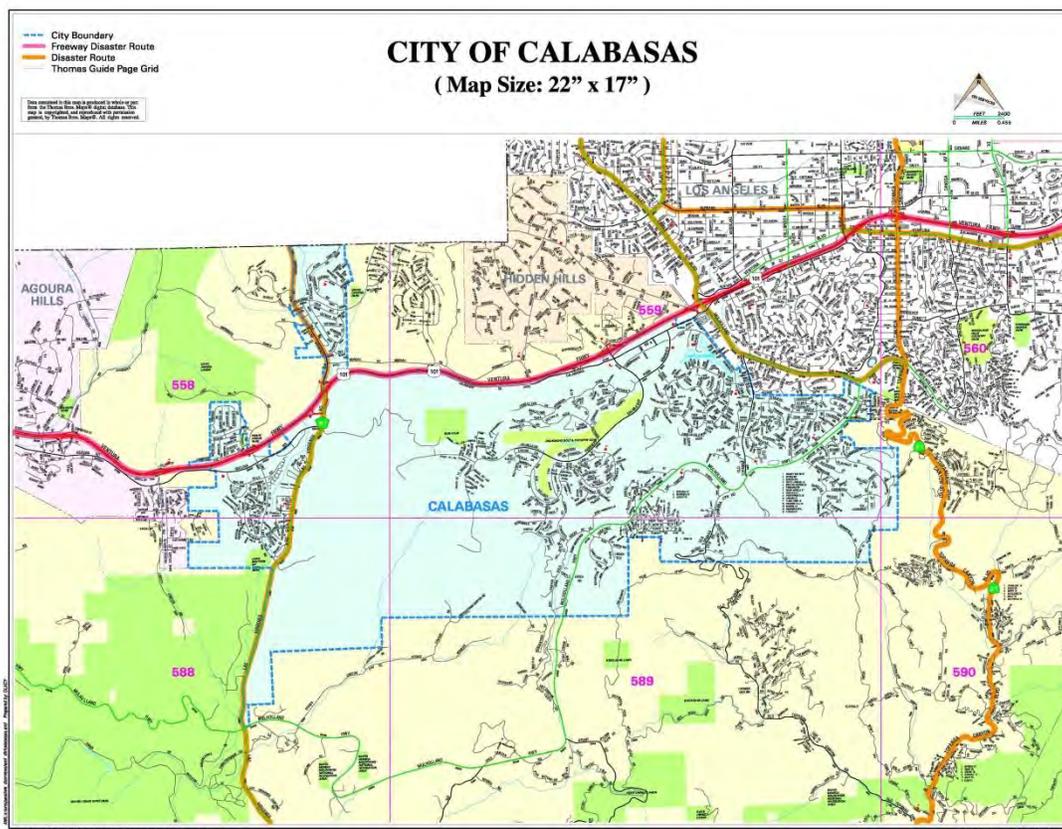
The evaluation team may recommend that the City negotiate with one or more proposers, and may recommend that the City enter into one, two or three franchise agreements for the various service sectors.

### Section 3 BACKGROUND INFORMATION

#### 3.1 GEOGRAPHIC INFORMATION

The City of Calabasas is located in Los Angeles County and includes approximately 13 square miles of hilly terrain. The City is predominately located south of US Route 101 and southwest of Mulholland Drive. The City is almost completely encircled by unincorporated land and divided by a state protected park. One small portion of the City borders the city of Los Angeles. The current city boundaries are shown below in Image 1.

**Image 1 – Street Map**



#### 3.2 DEMOGRAPHIC PROFILE

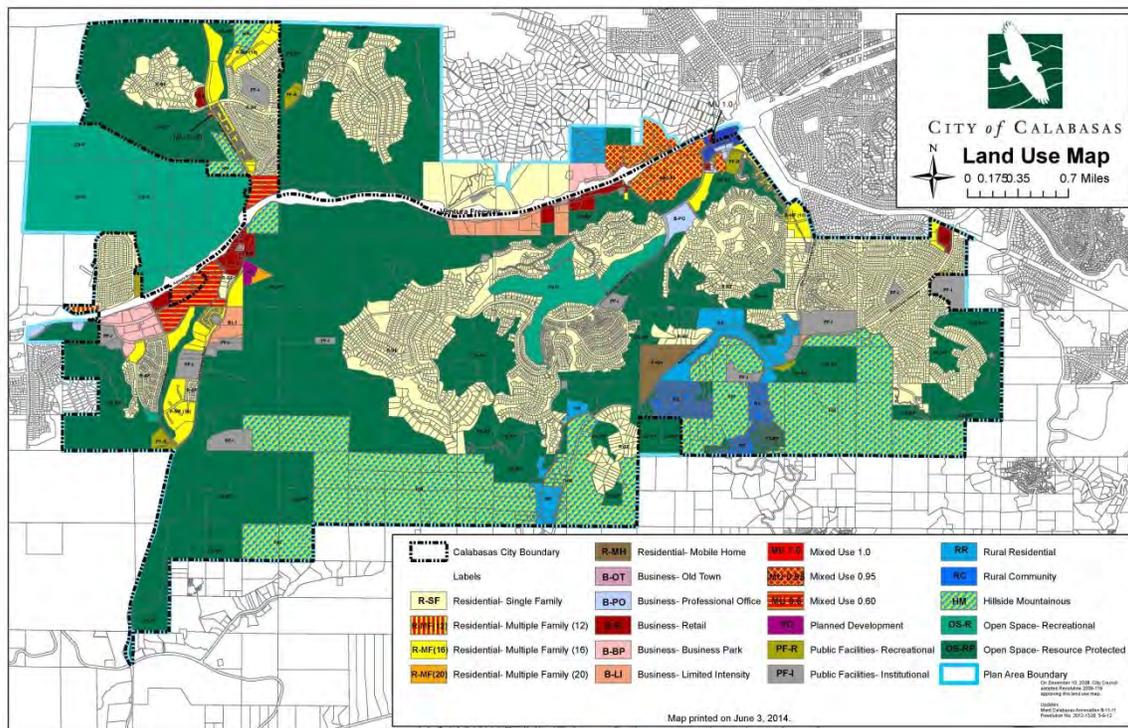
The City's current population is approximately 24,000. Since 2007, the City's population has grown by approximately 5%. There are approximately 17,200 jobs in the City. Since 2007, the number of jobs in the City has grown by approximately 10%. The median

household annual income is approximately \$125,000, and the median home value is approximately \$900,000. In 2013, the City was ranked as the 13<sup>th</sup> Safest City in California by Safewise.com.

### 3.3 LAND USE

Significant portions of the City are designated as open space. In 2005, residents overwhelmingly passed a local ballot initiative that preserved existing areas of open space by requiring two-thirds voter approval before any land in the City designated as open space may be used for another purpose. As a result, most future growth is expected to come from annexations of unincorporated areas that are within the City's sphere of influence. The land use map below in Image 2 shows the City's current boundaries (dotted line) and the boundaries of its sphere of influence (light blue line).

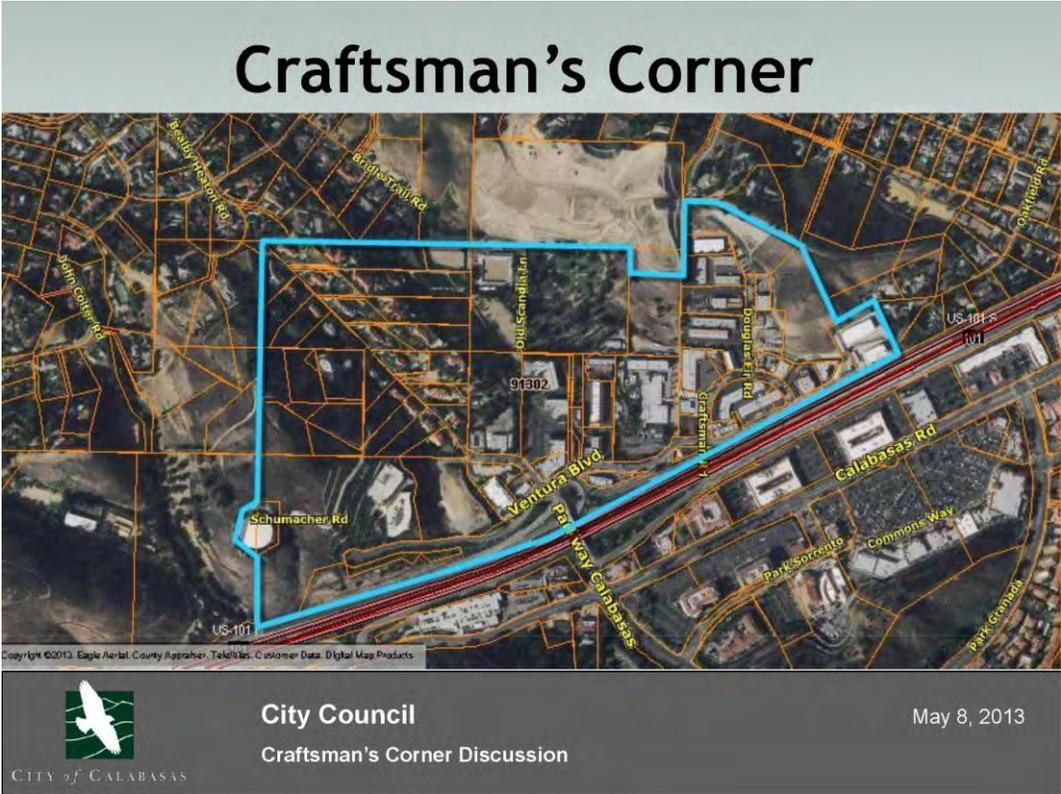
Image 2 – Land Use Map



3.4 PENDING ANNEXATIONS

The City is currently in the process of annexing two unincorporated areas into the City. The Agoura Hills Road Annexation includes 43 acres on Agoura Road east of Liberty Canyon Road. All of this land will be kept as open space with the exception of the two existing office buildings (Spirent and Kythera). The Craftman’s Corner annexation entails approximately 145 acres north of US Route 101, which includes several retail, office, and multi-family premises. A map of the Craftman’s Corner annexation is shown below in Image 3. The City expects the Agoura Road annexation to be complete by the end of 2015, and expects the Craftman’s Corner annexation to be complete sometime in 2016. Upon annexation, customers in these areas will be subject to Section 2.4 of the franchise agreement, and Section 49520 et. seq. of the Public Resources Code.

Image 3 - Craftman’s Corner Annexation



### 3.5 CURRENT CONTRACT EXPIRATION DATES

The Cart Collection Services Agreement and the Container Collection Services Agreement with Waste Management are set to expire on February 28, 2016. The Temporary Collection Services Agreement with Recology expired as of March 1, 2014 and is being extended on a month-to-month basis.

### 3.6 CURRENT CUSTOMER RATES

The current rates for the Cart Collection Service Agreement, Container Collection Services Agreement, and Temporary Collection Services Agreement are shown below and on the following pages in Tables 4, 5, 6, 7, and 8.

#### 3.6.1. CART COLLECTION SERVICES AGREEMENT

Table 4 **Current Monthly Residential Cart Rates**

<b>Curbside Service (rate per month):</b>			
Cart Size	Standard	Condos	Valet
32 gallon	\$15.58	\$12.04	\$33.43
64 gallon	\$23.36	\$19.83	\$41.22
96 gallon	\$28.55	\$25.01	\$46.40
<b>Service Options</b>			
Cutoff/Restart Fee	\$20.22		
Credit Card Convenience Fee	\$8.09		
Senior Discount	10%		
Extra 96 gallon cart (rate per month)	\$8.31		
Extra 64 gallon cart (rate per month)	\$5.20		
Extra Pickup (Bags) on Pickup Day	\$3.03		
Extra Pickup (Carts) on Pickup Day	\$5.06		
Extra Pickup – Non-Pickup Day	\$25.28		
Bulky Item Pickups - (4 items)	\$25.28		
Additional Bulky Items	\$15.17		
Electronics	\$25.28		

**3.6.2. CONTAINER COLLECTION SERVICES AGREEMENT**

**Table 5 Current Monthly Regular Bin Rates**

Bin Size	Pickups Per Week					
	1	2	3	4	5	6
1.5 yard	\$73.74	\$147.49	\$221.23	\$294.97	\$368.72	\$442.46
3 yard	\$80.57	\$161.12	\$241.68	\$322.64	\$402.8	\$483.39
4 yard	\$87.38	\$174.75	\$259.10	\$349.51	\$436.88	\$524.26
6 yard	\$101.01	\$202.02	\$303.03	\$404.05	\$505.01	
Recycle bins are provided upon request at no charge						
<b>Commercial Service Options</b>						
Start Charge						\$16.17
Cut Off Restart Fee						\$20.21
Finance Charge						1.5%
Extra Pick Up Stab 1.5 yd. & 3 yd.						\$45.48
Extra Pick Up Pull Out 1.5 yd. & 3 yd.						\$65.69
Extra Pick Up Stab 4 yd.						\$50.53
Extra Pick Up Pull Out 4 yd.						\$65.69
Pull Out Service Per Bin						\$40.42
Bulky Item Pickup (for 2 items)						\$45.48
Additional Bulky Items (each)						\$15.16

**Table 6 Current Regular Rolloff Rates**

Description	Rate
Regular Rolloff Service (excluding disposal)	176.86 per load
Tipping Fee	\$65.50 per ton

**3.6.3. TEMPORARY COLLECTION SERVICES AGREEMENT**

**Table 7 Current Temporary Bin Rates**

Description	Rate
Temporary FEL Bin (2 – 6 cubic yards; includes disposal)	\$137.75 per load

**Table 8 Current Temporary Rolloff Rates**

Description	Rate
Temporary Rolloff Service (excludes disposal)	\$118.80 per load
Disposal Tipping Fee	\$43.32 per ton

### 3.7 SERVICE AND TONNAGE INFORMATION

The customer service and tonnage information in this section was obtained from the current haulers. The City has not confirmed its accuracy. It is presented for informational purposes only. If the proposer is awarded a franchise agreement to provide service in the City, the proposer’s actual customer service levels, and amount and type of tons collected, may be different, and those differences may be material. By submitting a proposal, the proposer agrees to hold the City harmless from any under-realized revenue or profit shortfall incurred by the proposer due to its reliance on this information.

#### 3.7.1. CART COLLECTION SERVICE

Table 9 below and Table 10 on the following page show the number of cart customers and amount of tons collected under the Cart Collection Agreement.

**Table 9 Customers and Extra Carts – Cart Collection Service**

Service Description	Number of Customers
<b>Basic Cart Service</b>	
32 gallon cart	649
64 gallon cart	1,862
96 gallon cart	740
<b>Condominium Cart Service</b>	
32 gallon cart	251
64 gallon cart	464
96 gallon cart	3
<b>Valet Service</b>	
32 gallon cart	345
64 gallon cart	687
96 gallon cart	1,548
<b>Total Cart Collection Customers</b>	
	<b>6,549</b>
<b>Extra Carts</b>	
	Number of Extra Carts
Extra 64 gallon carts – Basic/Condo	112
Extra 96 gallon carts – Basic/Condo	114
Extra 64 gallon carts – Valet	69
Extra 96 gallon carts – Valet	269

Table 10                    **Annual Tons and Diversion Rate – Cart Collection Service**

<b>Material Type</b>	<b>2013</b>	<b>2014</b>
Refuse	5,961	5,809
Recyclables	2,548	2,463
Organics	5,713	5,714
<b>Total</b>	<b>14,222</b>	<b>13,986</b>
Diversion Rate	58.1%	58.5%

**3.7.2. CONTAINER COLLECTION SERVICE AGREEMENT**

Tables 11 and 12 below show the number of FEL bins and permanent rolloff loads collected under the Container Collection Agreement. Table 13 further below shows the tons collected under the Container Collection Agreement, which includes tons from both FEL bins and rolloff loads.

Table 11                    **Number of FEL Bins**

<b>Bin Size</b>	<b>Pickups per Week</b>						<b>Total</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	
<b>2 yd</b>	1	0	0	0	0	0	1
<b>3 yd</b>	45	46	62	28	27	25	233
<b>4 yd</b>	3	6	3	0	3	9	24
<b>6 yd</b>	0	0	0	0	0	0	0
<b>Total</b>	49	52	65	28	30	34	258

Table 12                    **Number of Regular or ‘Permanent’ Rolloff Loads**

<b>Calendar Year</b>	<b>Number of Loads</b>
2013	354
2014	392

Table 13                    **Annual Tons – FEL and Permanent Rolloff**

<b>Material Type</b>	<b>2013</b>	<b>2014</b>
Refuse	6,846	6,851
Recyclables	4,131	3,806
Organics	167	195
<b>Total</b>	<b>11,144</b>	<b>10,852</b>
Diversion Rate	38.6%	36.9%

3.7.3. **TEMPORARY (C&D) ROLLOFF SERVICE**

Table 14 below shows the number of rolloff loads and tons collected under the Temporary Collection Services Agreement.

Table 14 **Number of Loads and Tons – Temporary (C&D) Rolloff Service**

Calendar Year	Number of Loads	Number of Tons
2013		
2014	617	3,602

#### Section 4 **SCOPE OF PROPOSED SERVICES AND KEY CONTRACT TERMS**

This section briefly describes the scope of service and the key terms of each of the service sectors for which the City is seeking proposals. The specific scope and terms are set forth in the draft franchise agreement in Exhibit B. As previously discussed, provisions of the draft agreement that are unique to a particular service sector are designated as described above in Table 2.

The summary below includes references to sections in the draft agreement. If there are differences between the summary of services described in this RFP and the draft franchise agreement in Exhibit B, the terms and conditions in the draft franchise agreement shall prevail.

##### 4.1 **CART COLLECTION FRANCHISE AGREEMENT**

###### 4.1.1. **CART COLLECTION - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to provide the following services:

- Standard Curbside Service – automated collection of refuse, recyclables, and organics from single-family customers using a standard 3-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables and organics are collected using 64 gallon carts. (Section 5.2)
- Condo Curbside Service – automated collection of refuse and recyclables only (not organics) from condominiums and townhomes using a 2-cart system. Residents may choose from a 32, 64, or 96 gallon refuse cart. Recyclables are collected using a 64 gallon cart. (Section 5.2.5)
- Valet Service – on-premises walk-up collection of refuse, recyclables, and organics. For a higher monthly rate, residents may elect to have the hauler retrieve their carts from their premises each week, and return them after they are emptied. Several HOAs in the City require their members to subscribe to this service. For residents with disabilities that prevent them from setting out their carts, the

current Cart Agreement requires Waste Management to offer this service at the standard curbside rates. (Section 5.2.6)

- Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set to the curb by residents. (Section 5.2.7)
- Holiday Tree Collection – collection of Christmas trees and other holiday greenery after December 25<sup>th</sup> through the third Saturday in January. (Section 5.2.8)
- Mulch Give-away – provision free compost to residents two (2) times per year. (Section 5.2.9)
- Move-in Service – upon request, provision of one (1) charge one-time collection of recyclable packaging material from residents within three (3) months of the start of new service. (Section 5.2.10)
- ABOP Collection Service – conduct every other month ABOP collection roundup at a site designated by the City. The monthly ABOP events are currently held on the second Saturday of each month at the City Hall parking lot from 10 am to 2 pm. (Section 5.2.11)
- Optional Door-to-door HHW Collection – on-call collection of household hazardous waste from residents. (Section 5.2.12).

#### 4.1.2. **CART COLLECTION – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (Sections 4.3 and 4.4)
- Diversion Guarantee – the required base diversion goal will be 55%. (Section 12.1)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$9,700.00 per month. (Section 10.1)

## 4.2 REGULAR BIN AND ROLLOFF FRANCHISE AGREEMENT

### 4.2.1. REGULAR BIN AND ROLLOFF - SERVICES

The proposer that is awarded the Regular Bin and Rolloff Collection Franchise Agreement will be responsible to provide the following services:

- Refuse Bin Collection Service – refuse collection service provided to multi-family and commercial customers using front-end loading bins with a capacity from 1.5 to 6 cubic yards. (Section 5.3)
- Recyclable Bin and Cart Collection Service – collection of source separated recyclables from customers with Refuse Bin Service using FEL bins or recycling carts. Bin and Cart recyclables collection service will be provided at no charge. (Section 5.3.3)
- Multi-family Bulky Waste Collection – upon request, provision of up to three (3) bulky item cleanups per year in which the contractor collects a limited amount of bulky waste set out by multi-family customers with bin service. (Section 5.3.4)
- Multi-family Holiday Tree Collection – The contractor is required to collect Christmas trees and other holiday greenery from multi-family customers with bin service from after December 25<sup>th</sup> through the third Saturday in January. (Section 5.3.5)
- Regular Rolloff Service – collection of rolloff boxes and compactors from regular or ‘permanent’ rolloff customers (i.e., large retail and industrial customers with an ongoing, indefinite need for collection service). (Section 5.3.6) This service excludes C&D customers, which are covered under the Temporary Collection Services Agreement.
- Service to City Facilities – collection of refuse, recyclables, and organics from City facilities at no additional charge. (Section 5.3.7)

- Bus Stop Container Collection – collection of refuse at bus stops in the City. (See Section 5.3.8)
- Sidewalk Litter Containers – collection of refuse from City containers on sidewalks and other public areas. (Section 5.3.9)
- City-sponsored Special Events – collection of refuse and recyclables from City-sponsored community events such as the Arts Festival and the Pumpkin Festival. (Section 5.3.10)
- Optional Commercial Organics – collection of organics from commercial customers. (Section 5.3.11)

#### 4.2.2. **REGULAR BIN AND ROLLOFF – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 35%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City in the amount of \$8,500.00 per month. (Section 10.1)

#### 4.3 **TEMPORARY BIN AND ROLLOFF FRANCHISE AGREEMENT**

##### 4.3.1. **TEMPORARY BIND AND ROLLOFF - SERVICES**

The proposer that is awarded the Cart Collection Franchise Agreement will be responsible to deliver the following services:

- Temporary Bin Collection Service – collection of C&D material from construction sites, and residential and commercial remodel projects using front loading bins. (Section 5.4.1)

- Temporary Rolloff Collection – collection of C&D material from construction sites using rolloff boxes. (Section 5.4.2)

**4.3.2. TEMPORARY BIN AND ROLLOFF – KEY TERMS**

- Term – the initial term will be for seven (7) years. The City will have the option to exercise three each two (2) year options to extend the initial term. (See Sections 4.3 and 4.4 of the draft agreement)
- Diversion Guarantee – the required base diversion goal will be 75%. (See Section 12.1 of the draft agreement)
- AB 939 Fees – remit AB 939 Fees to the City equal to ten percent (10%) of gross receipts. (Section 10.1)

**Section 5 PROPOSAL REQUIREMENTS**

**5.1 PROPOSAL OUTLINE/CHECKLIST**

This section describes the information that proposers must include in their proposals. Proposals must be organized according to the outline below in Table 15.

Table 15      **Proposal Outline/Checklist**

		<b>Completed</b>
	<b>Title Page</b>	
	<b>Cover Letter/Executive Summary</b>	
	<b>Table of Contents</b>	
<b>1.</b>	<b>Proposer Information</b>	
	A. Business Structure	
	B. Municipal Collection Experience	
	C. Key Personnel	
	D. Service Transition Experience	
	E. Litigation History and Regulatory Compliance	
	F. Safety Record	
	G. Financial Information	
<b>2.</b>	<b>Technical Proposal</b>	
	A. Collection Services	
	1. Cart Collections Services	
	2. <b>Optional Service</b> – Door to Door HHW Collection	
	3. Regular Bin and Rolloff Collection Services	
	4. <b>Optional Service</b> – Commercial Organics Collection	
	5. Temporary Bin and Rolloff Collection Services	
	B. Billing and Customer Service	
	C. Customer Education and Outreach	
	D. Service Implementation Plan	
	F. Disposal and Processing Facilities	
	G. Office and Maintenance Facilities	
	H. Optional Additional Information	
<b>3.</b>	<b>Exceptions to Draft Franchise Agreement</b>	
<b>4.</b>	<b>Rate Proposal Forms</b>	

## 5.2 COVER LETTER/EXECUTIVE SUMMARY

Provide a cover letter that will serve as an executive summary of the proposal. The cover letter should include:

1. The name, title, address, telephone, and e-mail of the key contact person. The cover letter must be signed by an officer who is duly authorized to bind the proposer.
2. A written statement warranting that the proposer has reviewed the draft agreements, the RFP, and all of its addenda; and has conducted all necessary due diligence to investigate and confirm the material facts upon which the proposal is based.
3. A written statement acknowledging the validity of the proposed terms and rates for a period of 180 days after the submission deadline.
4. A list of the service sectors for which the proposer is submitting a proposal (i.e., cart collection, regular bin and rolloff collection, and/or temporary bin and rolloff collection).
5. A brief summary of the most significant attributes of the proposal, and the unique qualifications that distinguish the proposer from its competitors.

## 5.3 PROPOSER INFORMATION

### 5.3.1. BUSINESS STRUCTURE

Provide information about the entity with which the City will enter into an agreement.

1. Identify the legal entity that would execute the franchise agreement(s). State whether the entity is a sole proprietorship, partnership, or corporation. If the entity is a corporation, identify the state and year of incorporation.
2. If proposer is a corporation, provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent

"Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information", which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

3. Provide all the names of entity's owners or shareholders with greater than a 10% ownership share.

**5.3.2. MUNICIPAL COLLECTION EXPERIENCE**

Describe the proposer's experience providing solid waste collection services to jurisdictions in Southern California. The description for each jurisdiction should include:

1. The name of the jurisdiction, the year service was first begun, and term of the agreement;
2. Whether the service is exclusive or non-exclusive;
3. The customer sector(s) served (residential, commercial, etc.);
4. The type of service provided (e.g., automated, etc.);
5. A summary of the annual amount and type of materials collected in the jurisdiction in a schedule similar to the following:

Material Type	Residential	Commercial	Rolloff	Total
Recyclables				
Organics				
Refuse				
Other				
Total Material Collected				

6. Any additional services (HHW roundups, etc.); and,
7. The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.

**5.3.3. KEY PERSONNEL**

Provide an organization chart for key personnel and brief descriptions the qualifications and experience of the individuals who will administer the franchise agreement(s) including the:

1. General manager
2. Chief financial officer
3. Operations manager
4. Route supervisor
5. Customer service manager
6. City reporting specialist
7. Public outreach coordinator

**5.3.4. SERVICE TRANSITION EXPERIENCE**

Provide three (3) reference projects for which the proposer has initiated a new collection contract or new collection services. Include the following for each reference project:

1. The name of the jurisdiction and the month and year of the service transition;
2. A description of the service initiation performed (i.e., rollout of new carts, takeover of previous service provider, etc.);
3. The name, address, and telephone number of the jurisdiction representative responsible for overseeing the service transition;

4. The number of residential and commercial customers involved in the transition; and,
5. Any notable challenges that occurred during the service transition, and the solutions implemented to address the challenges.

#### 5.3.5. LITIGATION HISTORY AND REGULATORY COMPLIANCE

Disclose any history of litigation or regulatory non-compliance. For each case, provide name of the case, a description of the issue, the status of the case (e.g., pending, settled, judgment for defendant, etc.), the agency of jurisdiction, and the case reference number. Proposers may include any mitigating facts or circumstances.

##### Litigation History

Describe any past or pending civil and criminal actions (including arrests, indictments, litigation, grand jury investigations, etc.) now pending or that have occurred in the past five (5) years against the proposer, or any owners, officers, or key personnel (as identified by the proposer in this RFP) that were (or are) filed in Los Angeles or Ventura counties, or in the US District Court for the Central California District. Each proposer must also describe any civil litigation, pending or resolved within the past five (5) years, with any city, county or special district in Los Angeles or Ventura counties with which the proposer was contracted, franchised, or permitted to perform solid waste collection service.

##### Regulatory Compliance

Describe any and all notices of violations, corrective action notices, enforcement actions, or permit violation notices that the proposer received in the past five (5) years from public agency for any maintenance, processing, composting, transfer, or disposal facilities in Los Angeles or Ventura counties, which are owned or operated by the proposer, or its affiliates.

#### 5.3.6. SAFETY RECORD

Provide information about the proposer's safety record. Proposers must provide:

1. The proposer's two (2) most recent CHP Safety Compliance Reports (BIT inspection reports) for the fleet maintenance facility that will service the vehicles used in the City.
2. The most recent workers compensation Annual Rating Endorsement (or other insurance document) that shows the proposer's most recent workers compensation Rating Plan Modifier (also known as an 'experience modification factor').

Proposers are requested to provide the following safety metrics. These are the safety metrics the City would prefer to use to compare the safety records of the proposers. If the information used to calculate these metrics is not readily available, the proposer may provide alternate safety metrics along with an explanation of how the proposer's alternate safety metrics can assist the City in comparing the proposer's safety record to those of other companies in the solid waste industry.

3. Total Recordable Injury Rate (TRIR) for the most recent five calendar years. The TRIR is the rate of recordable workplace injuries, normalized per 100 workers per year. The factor is derived by multiplying the number of recordable injuries in a calendar year by 200,000 (100 employees working 2000 hours per year) and dividing that number by the total person-hours actually worked in the year. A 'Recordable Incident' is defined as: Occupational death, nonfatal occupational illness, and those nonfatal occupational injuries which involve one or more of the following: loss of consciousness, restriction of work or motion, transfer to another job, or medical treatment (other than first aid).<sup>2</sup>
4. The proposer's Vehicle Accident Recordable Rate (VARR) for the most recent five (5) calendar years. The VARR is the number of Recordable Vehicle Accidents per 1,000,000 miles driven. The factor is derived by multiplying the number of Recordable Vehicle Accidents by 1,000,000 and dividing that number by the actual number of miles driven. A 'Recordable Vehicle Accident' is defined as: as an

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<sup>2</sup> For a more complete definition of Recordable Incident, please refer to the Bureau of Labor Statistics website at: <http://www.bls.gov/iif/oshdef.htm>

occurrence involving a commercial motor vehicle operating on a highway in interstate or intrastate commerce which results in: 1) a fatality, 2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or, 3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle(s) to be transported away from the scene by a tow truck or other motor vehicle. It excludes occurrences involving only boarding and alighting from a stationary motor vehicle or involving only the loading or unloading of cargo.<sup>3</sup>

#### 5.3.7. FINANCIAL INFORMATION

Submit financial statements for the most-recently completed fiscal year for the legal entity that would execute the franchise agreement. Proposers that operate on a nationwide basis may submit the financial statements of their parent company. However, if the proposer is a wholly owned corporation of a nationwide company, the City may require a parental guarantee as part of any franchise agreement.

In the event that any proposer believes that their financial statements constitute “confidential information,” the proposer shall note “CONFIDENTIAL” on each page of the financial statements, and submit them in a separate, sealed envelope to:

David Davis  
MSW Consultants  
27393 Ynez Road, Suite 259  
Temecula, California 92591

MSW Consultants will maintain the confidentiality of the financial statements and will only report financial ratios (e.g., debt to equity ratio, current ratio, etc.) to the City. Upon selection of contractor(s), MSW Consultants will return all confidential financial statements to each of the proposers.

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<sup>3</sup> See definition of ‘accident’ in Section 390.5 of the Federal Motor Carrier Safety Act at: <http://www.fmcsa.dot.gov/rules-regulations/administration/fmcsr/fmcsrruletext.aspx?reg=390.5>

## 5.4 TECHNICAL PROPOSAL

In its technical proposal, the proposer should describe how it will perform its collection operations for the services for which it is submitting a proposal.

### 5.4.1. COLLECTION SERVICES

For each of the services listed on the following page in Table 16 (and for which the proposer is submitting a proposal), the proposer should describe how it plans to perform each service. Proposers should include the following information, and any additional information that will help the City understand how the proposer will conduct its collection operations.

- Collection methodology – describe how the proposer will perform its collection services. For example: Will the same vehicles be used to collect all types of material (refuse, recyclables, organics) at different times of the day, or will three separate vehicles be used to each type of material? How many days per week vehicles will the proposer’s vehicles operate in the City? Will the proposer use any special methods for collecting any hard-to-serve areas such as narrow or steep streets? Will the proposer use light-duty trucks to pre-position bins?

**Table 16 List of Requested Services**

<b>Cart Collection Services</b>
Refuse, Recyclables and Organics Collection
Condominium Collection
Valet Collection
Bulky Item Collection
Holiday Trees
Mulch Give-Away
Move-In Collection
ABOP Collection
Bus Stop and City Street Receptacle Collection
Optional – Door to Door HHW Collection
<b>Regular Bin and Rolloff Collection Services</b>
Regular Bin Collection – Refuse
Regular Bin Collection – Recyclables
MFR Bulky Item Collection
MFR Holiday Tree Collection

Regular Rolloff Collection
City Facilities Collection
Bus Stop Container Collection
Sidewalk Litter Container Collection
City-sponsored Special Events
Optional – Commercial Organics Collection
<b>Temporary Bin and Rolloff Collection Services</b>
Temporary Bin Collection
Temporary Rolloff Collection

- Personnel – describe the crew size for each type of collection service; describe the minimum qualifications, experience, and training required of drivers who will work in the City; describe any special licensing, certifications (CPR, etc.) required of drivers; describe the proposer’s ongoing safety training. Provide a brief description of the proposer’s disciplinary policies with regard to safety.
- Vehicles – describe the vehicles to be used in the City (e.g., side-loader, front-loader, light-duty vehicles, etc.); describe the manufacturer of the cab and chassis, and the body for the vehicles used in the City; include photos of the different types of vehicles to be used in the City; describe the emission control technology and how vehicles will comply with state and local air quality regulations; briefly describe the proposers ongoing vehicle inspection and maintenance procedures.
- Containers – describe the number, types, and sizes of containers to be used for the each type of service; describe how the containers will be maintained.

**5.4.2. BILLING AND CUSTOMER SERVICE**

The proposer should describe how it will bill customers for each type of service (cart collection, regular bin and rolloff, temporary bin and rolloff); the description should include the frequency of billing and whether the billing will be in arrears, etc. (See Section 9.5.1 of the draft franchise agreement). The proposer should include sample copies of customer invoices, and describe any other features of the proposer’s billing system and procedures that will help the City understand how the proposer will meet the requirements of the franchise agreement.

Proposer should describe the procedures it will undertake to document and address customer inquiries and complaints; proposers should provide a website address and describe how customers may access it to obtain customer rates, review service information, pay bills, and submit inquiries or complaints. Describe any other features of the proposer's customer service system that will help the City understand how the proposer will meet the obligations of the franchise agreement.

**5.4.3. CUSTOMER EDUCATION AND OUTREACH**

Describe the proposer's planned public education and outreach activities.

**5.4.4. SERVICE IMPLEMENTATION PLAN**

Provide a detailed implementation plan describing the proposer's approach to facilitating a smooth transition to all services. The proposal must clearly describe the proposer's ability to implement the services in accordance with the schedule shown in Table 2 of this RFP. This should include how the proposer will meet equipment, personnel, administration, maintenance, and public education requirements.

**5.4.5. DISPOSAL AND PROCESSING FACILITIES**

Describe the proposer's ability to arrange for the processing and disposal of solid waste originating in the City for the term of the franchise agreement. Proposers must identify the processing, composting, and landfill facilities it will utilize.

Proposer also must state the first-year per ton disposal tipping fees for refuse and organics upon which its proposed customer rates are based. Proposers are encouraged to offer long term processing, composting, and disposal pricing guarantees that span the term of the agreement and any potential term extensions.

**5.4.6. OFFICE AND MAINTENANCE FACILITIES**

Identify the location(s) of the administrative offices, customer service call center, and vehicle maintenance facilities that the proposer will use to provide service to the City.

#### 5.4.7. **OPTIONAL ADDITIONAL INFORMATION OR PROPOSAL ENHANCEMENTS**

Proposer is welcome to provide any other additional information it would like the City to consider, or offer any enhancement(s) to the scope of service or contract terms.

#### 5.5 **EXCEPTIONS TO DRAFT FRANCHISE AGREEMENTS**

As described previously, the City has included a draft franchise agreements in Appendixes B. The purpose of the draft franchise agreement is to provide a clear understanding of the rights and obligations of the contractor and the City. The proposer is required to review the franchise agreement prior to submittal of its proposal. The City expects the franchise agreement (or agreements) will be executed by the selected contractor(s) in substantially the same form as presented in Appendixes B.

Proposer must document any proposed exceptions to the draft franchise agreement. For each exception, proposer shall identify the exception (cite the section reference in the draft agreement), explain its concern, and provide alternative language for consideration by the City.

The City will assume that the proposer accepts and agrees to all provisions of the draft franchise agreement that have not been noted as exceptions in the proposal. If the City chooses to enter into negotiations with a proposer, the noted exceptions and recommended alternative language will serve as a starting point for discussions. The City reserves the right to determine if the exceptions are reasonable.

#### 5.6 **RATE PROPOSAL FORMS**

Rate proposal forms are included in Appendix A, and a corresponding Excel workbook accompanies this RFP. Detailed instructions on completing the forms are included with the forms in Appendix A. Proposer is required to complete the rate proposal forms that correspond to the service sector(s) for which it is submitting a proposal. Table 17 on the following page describes the function and role of each rate proposal form.

**Table 17      Overview of Rate Proposal Forms**

<b>Form</b>	<b>Description</b>	<b>To be completed if submitting a proposal for the:</b>
1	Calculates annual Cart Collection revenue based on proposed rates; includes alternative Door to Door HHW collection.	Cart Collection Agreement
2	Summarizes proposed rate revenues from Forms 3, 4, and 5.	Regular Bin and Rolloff Agreement
3	Calculates annual Regular Bin Revenue based on proposed bin rates.	Regular Bin and Rolloff Agreement
4	Calculates annual Regular Rolloff rate revenue based on proposed rates.	Regular Bin and Rolloff Agreement
5	Calculates annual rate revenue from Commercial Organics Collection.	Regular Bin and Rolloff Agreement
6	Calculates annual Temporary Bin and Rolloff rate revenue based on proposed rates.	Temporary Bin and Rolloff Agreement
7	Summarizes the proposed annual rate revenue from each service sector and allows proposers to offer package pricing.	All proposers must submit this form
8	Allows the proposer to offer to guarantee the achievement of higher diversion goals for each service sector. Enables proposer to propose a rate premium for guaranteeing those higher diversion goals.	All proposers must submit this form

**Appendix A - Rate Proposal Forms**

**Form 1  
Cart Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column				
A	B	C	D	E
Line	Service	Monthly Rate per Unit (a)	Number of Units (b)	Annual Rate Revenue (c)

**Standard Service**

<b>Basic Cart Service</b>				
1	32 gallon cart	<input type="text"/>	649	<input type="text"/>
2	64 gallon cart	<input type="text"/>	1,862	<input type="text"/>
3	96 gallon cart	<input type="text"/>	740	<input type="text"/>
<b>Condominium Cart Service</b>				
4	32 gallon cart	<input type="text"/>	251	<input type="text"/>
5	64 gallon cart	<input type="text"/>	464	<input type="text"/>
6	96 gallon cart	<input type="text"/>	3	<input type="text"/>
<b>Valet Cart Service:</b>				
7	32 gallon cart	<input type="text"/>	345	<input type="text"/>
8	64 gallon cart	<input type="text"/>	687	<input type="text"/>
9	96 gallon cart	<input type="text"/>	1,548	<input type="text"/>
10	<b>Subtotal - Standard Service</b>		<b>6,549</b>	<b>\$0</b>

**Extra Services:**

11	Extra 64 gallon cart - Basic/Condo	<input type="text"/>	112	<input type="text"/>
12	Extra 96 gallon cart - Basic/Condo	<input type="text"/>	114	<input type="text"/>
13	Extra 64 gallon cart - Valet	<input type="text"/>	69	<input type="text"/>
14	Extra 96 gallon cart - Valet	<input type="text"/>	269	<input type="text"/>
15	<b>Subtotal - Extra Services</b>			<b>\$0</b>

16	<b>Total Standard and Extra Services (d)</b>			<b>\$0</b>
----	--	--	--	------------

**Alternative Service (e)**

17	Door to Door HHW Collection	<input type="text"/>	6,549	<input type="text"/>
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18	<b>Total Standard and Extra Services including Alternative Service (f)</b>			<b>\$0</b>
----	--	--	--	------------

See following page for reference notes.

**Form 1**  
**Cart Collection Service**  
**Reference Notes**

- (a) Proposers are required to enter a proposed rate for each level of service in Column C on lines 1 through 9, and lines 11 through 14. The proposed rates in Form 1 correspond to the rate schedule in Exhibit A of the draft franchise agreement.
- (b) Proposers must not change any of the number of units in Column D. These number of units will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Column E includes formulas that calculate the proposed annual rate revenue based on the rates entered in Column C and the corresponding number of units in Column D.
- (d) Total proposed annual revenue for Standard and Extra Services on line 16 is equal to the sum of the amounts on lines 10 and 15 in column E.
- (e) Proposers are required to enter a monthly amount on line 17 in column C to cover the cost of providing Door to Door Collection of HHW. This amount will be multiplied by the number of customers in column D and by 12 months to arrive at the amount in column E. This amount will only be used in the event the City decides to include this service in the Cart Collection Services Agreement.
- (f) Total proposed annual revenue for Standard and Extra Services and Alternate Services is equal to the sum of the amounts on lines 16 and 17 in column E. This amount is brought forward to lines 1 and 4 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 2**

**Summary of Regular Bin and Rolloff Collection Service  
Proposed Total Annual Rate Revenue**

**Proposer Name:**

Column			
A	B	C	D
Line	Service Sector	Form Reference	Total Proposed Rate Revenue
1	Regular Bin Collection Service	From line 15 column I of Form 3	\$0
2	Regular Rolloff Collection Service	From line 3 column F of Form 4	\$0
3	Subtotal - Annual Revenue - Regular Bin and Rolloff Collection Service (a)		\$0
Alternate Service			
4	Commercial Organics Collection	From line 15 column I of Form 5	\$0
5	Total Regular Bin and Rolloff Service Including Alternate Service (b)		\$0

**Form 2**

**Reference Notes**

(a) Sum of lines 1 and 2.

(b) Sum of lines 3 and 4. Amount is brought forward to lines 2 and 5 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 3  
Regular Bin Collection Service  
Proposed Rates and Annual Rate Revenue**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

**Table 1 - Proposed Monthly Regular Bin Rates (a)**

Line	Bin Size	Pickups Per Week					
		1	2	3	4	5	6
1	2 yd bin						
2	3 yd bin						
3	4 yd bin						
4	6 yd bin						

**Table 2 - Number of Regular Bins at Each Level of Service (b)**

Line	Bin Size	Pickups Per Week						Total Regular Bins
		1	2	3	4	5	6	
5	2 yd	1	0	0	0	0	0	1
6	3 yd	45	46	62	28	27	25	233
7	4 yd	3	6	3	0	3	9	24
8	6 yd	0	0	0	0	0	0	0
9	Total	49	52	65	28	30	34	258

**Table 3 - Proposed Total Annual Regular Bin Rate Revenue (c)**

Line	Bin Size	Pickups Per Week						Proposed Annual Revenue
		1	2	3	4	5	6	
10	2 yd							0
11	3 yd							0
12	4 yd							0
13	6 yd							0
14	Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0

15	Total - Proposed Annual Regular Bin Revenue (d)	\$0
----	---	-----

Reference notes are on following page.

**Form 3**  
**Reference Notes**

(a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-yard basis. The proposed rates in Form 3 correspond to the bin rate schedule in Exhibit B of the draft franchise agreement.

(b) Proposers must not change any of the number of bins in Table 2. The same number of bins will be used to calculate the proposed annual rate revenue for all proposers.

(c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of bins in Table 2.

(d) The total amount of proposed annual rate revenue for regular bin service is brought forward to line 1, column D of Form 2.

**Appendix A - Rate Proposal Forms**

**Form 4  
Regular Rolloff Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)
1	Load Charge - Regular Rolloff (per Load)	<input style="border: 1px solid green;" type="text"/>	392		<input type="text"/>
2	Tipping Fee - Regular Rolloff (per Ton)	<input style="border: 1px solid green;" type="text"/>		1,893	<input type="text"/>
3	Proposed Annual Rate Revenue (d)				\$0

**Form 4  
Reference Notes**

- (a) Proposers are required to enter a proposed Load Charge on line 1 and a proposed Tip Fee per Ton on line 2 in column C. The proposed Load Charge is a flat rate per load that does not include disposal. The proposed rates in Form 4 correspond to the rolloff rate schedule in Exhibit B of the draft franchise agreement.
- (b) Proposers must not change any of the number of loads or tons in columns D or E. The same number of loads and tons will be used to calculate the proposed annual rate revenue for all proposers.
- (c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, and, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year.
- (d) The Proposed Annual Rate Revenue is the sum of lines 1 and 2 in column F. Total Proposed Annual Rate Revenue on line 3 is brought forward to line 2 of column D on Form 2.

**Appendix A - Rate Proposal Forms**

**Form 5  
Alternate Commercial Foodwaste Collection Service  
Proposed Rates and Annual Rate Revenue**

Proposer Name:

Column								
A	B	C	D	E	F	G	H	I

**Table 1 - Proposed Monthly Commercial Foodwaste Cart Rates (a)**

Line	Cart Size	Pickups Per Week					
		1	2	3	4	5	6
1	64 gallon						
2	96 gallon						
3	2 yard						
4	3 yard						

**Table 2 - Number of Commercial Organics Containers at Each Level of Service (b)**

Line	Cart Size	Pickups Per Week						Total Containers
		1	2	3	4	5	6	
5	64 gallon	4	4	4	4	4	4	24
6	96 gallon	8	8	8	8	8	8	48
7	2 yard	1	1	1				3
8	3 yard	1	1	1				3
9	<b>Total</b>	<u>14</u>	<u>14</u>	<u>14</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>78</u>

**Table 3 - Proposed Total Annual Commercial Organics Rate Revenue (c)**

Line	Cart Size	Pickups Per Week						Annual Revenue
		1	2	3	4	5	6	
10	64 gallon							0
11	96 gallon							0
12	2 yard							0
13	3 yard							0
14	<b>Total</b>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
15	<b>Total - Proposed Annual Commercial Organics Revenue (d)</b>							<b>\$0</b>

Reference notes are on following page.

**Form 5**  
**Reference Notes**  
**Alternate Commercial Foodwaste Collection Service**

- (a) Proposers are required to enter a proposed rate for each level of service in Table 1 on lines 1 through 4 in columns C through H. Proposers must provide rates for all levels of service regardless of whether there is a corresponding number of bins in Table 2. All proposed rates must be reasonably consistent on a per-gallon or per-yard basis. The proposed rates in Form 5 correspond to the organics rate schedule in Exhibit B-1 of the draft franchise agreement.
- (b) Proposers must not change any of the number of carts or bins in Table 2. The same number of carts and bins will be used to calculate the proposed annual rate revenue for all proposers.
- (c) Table 3 includes formulas that calculate the proposed annual rate revenue based on the monthly rates entered in Table 1 and the corresponding number of carts and bins in Table 2.
- (d) The total amount of proposed annual rate revenue for commercial foodwaste collection service is brought forward to line 4, column D of Form 2.

**Appendix A - Rate Proposal Forms**

**Form 6  
Temporary Bin and Rolloff Collection Service  
Proposed Rates and Annual Rate Revenue**

**Proposer Name:**

Column					
A	B	C	D	E	F
Line	Service Description	Proposed Rate (a)	Loads/Temp Bins per Year (b)	Tons per Year (b)	Annual Rate Revenue (c)

**Temporary Rolloff**

1	Load Charge (per Load)	<input style="border: 1px solid green;" type="text"/>	617		<input type="text"/>
2	Tipping Fee (per Ton)	<input style="border: 1px solid green;" type="text"/>		3,602	<input type="text"/>
3	Subtotal - Annual Rate Revenue - Temporary Rolloff (d)				\$0

**Temporary Bins**

4	Temp Bin Collection (per bin pickup)	<input style="border: 1px solid green;" type="text"/>	36		<input type="text"/>
5	Subtotal - Annual Rate Revenue - Temporary Bin Service				\$0

6	Total - Annual Rate Revenue - Temporary Bin and Rolloff Service (e)				\$0
---	---	--	--	--	-----

**Form 6  
Temporary Bin and Rolloff Collection Service  
Reference Notes**

(a) In column C, proposers are required to enter a proposed Rolloff Load Charge (which excludes disposal) on line 1, a proposed Rolloff Tip Fee per Ton on line 2, and a proposed Temp Bin Charge on line 4. The proposed rates in Form 6 correspond to the rolloff rate schedule in Exhibit C of the draft franchise agreement.

(b) Proposers must not change any of the number of loads, temp bins or tons in columns D or E. The same number of loads, temp bins and tons will be used to calculate the proposed annual rate revenue for all proposers.

(c) The Proposed annual rate revenue is equal to: 1) the Load Charge per Load multiplied by the Loads per Year, 2) the Proposed Tipping Fee per Ton multiplied by the tons per year, and 3) the rate per Temp Bin multiplied by the number of Temp Bins per year.

(d) The Proposed Annual Temporary Rolloff Rate Revenue is the sum of lines 1 and 2 in column F.

(e) The Proposed Annual Rate Revenue for Temporary Bin and Rolloff Collection Service is the sum of lines 3 and 5 in column F. Total Proposed Annual Rate Revenue on line 6 is brought forward to lines 3 and 6 on Form 7.

**Appendix A - Rate Proposal Forms**

**Form 7**

**Summary of Proposed Annual Rate Revenues**

Proposer Name:

Column					
A	B	C	D	E	F
Line	<b>Proposed Rate Revenue - A la carte Pricing:</b>				
	Service Sector	Form Reference			Proposed Annual Revenue
1	Cart Collection Service	From line 18 in column E of Form 1			\$0
2	Regular Bin and Rolloff Collection Service	From line 3 in column D of Form 2			0
3	Temporary Bin and Rolloff Collection Service	From line 6 in column F of Form 5			\$0

**Proposed Annual Rate Revenue - Package Pricing:**

Line	Service Sector	Scenario 1:	Scenario 2:	Scenario 3:	Scenario 4:
4	Cart Collection Service	\$0	\$0		\$0
5	Regular Bin and Rolloff Collection Service	0		0	0
6	Temporary Bin and Rolloff Collection Service		0	0	0
7	Subtotal of a la carte pricing:	\$0	\$0	\$0	\$0
8	Package Discount for Each Scenario (a):	<input style="border: 2px solid green;" type="text"/>			
9	Total Proposed Rate Revenue for Each Package (b):	\$0	\$0	\$0	\$0

**Form 7**

**Reference Notes**

(a) Enter the percent discount (if any) proposer will apply to proposed rates if proposer is granted a contract for the corre

(b) Amount on line 7 less the corresponding discount percent entered on line 8.

**Appendix A - Rate Proposal Forms**

**Form 8**

**Proposed Enhanced Recycling Premium**

Proposer Name:

Column				
A	B	C	D	E
Line	Description	Guaranteed Recycling Rate (a)	ABC Company - Enhanced Recycling Premium Percent (b)	Proposed Annual Revenue after Application of Enhanced Recycling Premium (c)

**Cart Collection Services:**

1	Base Requirement	55%	0.0%	\$0
2	Enhanced Recycling Rates	60%		\$0
3		65%		\$0

**Regular Bin and Rollof Collection Services:**

4	Base Requirement	35%	0.0%	\$0
5	Enhanced Recycling Rates	40%		\$0
6		45%		\$0

**Temporary Bin and Rollof Collection Services:**

7	Base Requirement	75%	0.0%	\$0
8	Enhanced Recycling Rates	80%		\$0
10		85%		\$0

**Form 8**

**Reference Notes**

- (a) **Guaranteed Recycling Rate.** The Base Requirement is the minimum recycling rate upon which the proposed rates in Forms 1 through 6 are based. The Enhanced Recycling Rates are those higher recycling rates that the City is interested in achieving. If proposer is able to guarantee the achievement of enhanced recycling rates, it should indicate the rate premium it would require in order to guarantee the corresponding enhanced recycling rate.
- (b) **Enhanced Recycling Premium.** If proposer is able and willing to guarantee the achievement of enhanced recycling rates, it should indicate the rate premium percent it would require in order to guarantee the corresponding enhanced recycling rate.
- (c) **Proposed Annual Revenue after application of Enhanced Recycling Premium.** The amounts in column E on lines 1, 4, and 7 are the Base Requirement Revenue and are equal to the amounts on Form 7 in column F on lines 1, 2, and 3, respectively. The other amounts in column E reflect the Base Requirement Revenue after the corresponding Enhanced Recycling Premium Percentage has been applied. For example, the amount on line 2 in column E is equal to the amount on line 1 multiplied by (1 plus the corresponding percentage in column D). The percentages in column D are not cumulative.

**APPENDIX B**



**CITY *of* CALABASAS**

**DRAFT AGREEMENT**

**FOR**

**CART COLLECTIONS SERVICES**

**REGULAR BIN AND ROLLOFF COLLECTION SERVICES**

***TEMPORARY BIN AND ROLLOFF COLLECTION SERVICES***

**BETWEEN**

**THE CITY OF CALABASAS AND [CONTRACTOR].**

The City may elect to award this agreement as a whole, or award up to three separate agreements for various components of the scope of services contained in this agreement. Most of the provisions of this agreement will apply to any separate agreement. However, certain specific provisions of this agreement pertain to only one type of service. These specific provisions are indicated as follows:

- Provisions that pertain to Cart Collection Services are highlighted in **Yellow**
- Provisions that pertain to Regular Bin and Rolloff Collection are underlined;
- Provisions that pertain to Temporary Bin and Rolloff Collection are *italicized*.

If the City elects to award any separate agreements, the provisions in this agreement that do not apply to the separate agreement will be omitted.

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AGREEMENT FOR  
SOLID WASTE COLLECTIONS SERVICES

This **AGREEMENT FOR SOLID WASTE COLLECTIONS SERVICES** ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF CALABASAS ("City")**, a California municipal corporation, and \_\_\_\_\_, a [State of Incorporation] corporation ("**Contractor**"), for the collection, transportation, recycling, processing, composting and disposal of solid waste.

**RECITALS**

**WHEREAS;** the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require cities to make adequate provisions for Solid Waste Collection within their jurisdiction

**WHEREAS,** Public Resources Code Section 40059 authorizes the cities to determine (i) all aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste handling service; (ii) whether the services are to be provided by means of non-exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of its governing body, the public health, safety and well-being so require by partially exclusive or wholly exclusive franchise, contract, license, permit or otherwise, either with or without competitive bidding; and,

**WHEREAS,** Public Resources Code Section 40900 et. seq. establishes a solid waste management process that requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices; and,

**WHEREAS,** in January 2008 the City resolved to achieve a waste diversion goal of 75% by January 2012, and thereafter maintain that level of diversion; and,

**WHEREAS,** the City is obligated to protect the public health and safety of the residents and businesses of the City of Calabasas, and Collection of solid waste should be undertaken in a manner consistent with the exercise of the City's obligations for the protection of public health and safety; and

**WHEREAS**, the City and Contractor are mindful of the provisions of the laws governing the safe Collection, transport, recycling and disposal of solid waste, including California Public Resources Code Section 40000 et seq., the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq. and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; and

**WHEREAS**, the City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which shall Collect from premises in the City of Calabasas, transport and dispose of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances); Collect, transport, and recycle and/or compost organic waste and recyclable solid wastes Collected from premises in the City of Calabasas; and

**WHEREAS**, Contractor represents and warrants to City that it has the experience, responsibility and qualifications to conduct recycling programs, to provide City with information sufficient to meet the City's reporting requirements under AB 939, to assist the City in meeting City's other requirements under AB 939, to Collect, transport and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic and has the ability to indemnify the City against liability under CERCLA; and

**WHEREAS**, the City Council of the City of Calabasas determines and finds pursuant to California Public Resources Code Section 40059(a)(1), that the public health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and the protection of the City against CERCLA liability, require that Contractor be awarded a contract for Collection, recycling and disposal of solid waste from premises in the City of Calabasas.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereby agree as follows:

## **Section 1 DEFINITIONS**

The terms used in this Agreement shall have the meaning set forth in this section. In the event a term is not defined in this section, then it shall have the meaning set forth in the Calabasas Municipal Code or in Division 30, Part 1, Chapter 2 of the California Public Resources Code (with precedence given to definitions in the Calabasas Municipal Code over conflicting definitions contained in the Public Resources Code). Except as provided in this section, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following meanings:

### **1.1 AB 939**

‘AB 939’ means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code section 40000 et. seq., as it may be amended from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **1.2 ABOP Collection Service**

‘ABOP’ means antifreeze, wet cell batteries, dry cell batteries, used motor oil, water and oil based paint. ‘ABOP Collection Service’ means the Collection, transport, processing, and disposal of these materials.

### **1.3 Agreement**

‘Agreement’ means this agreement between City and Contractor, including all exhibits, and any future amendments hereto.

### **1.4 Acutely Hazardous Waste**

‘Acutely Hazardous Waste’ means Hazardous Waste that is considered to present a substantial hazard whether managed properly or not. Acutely Hazardous Wastes are chemicals that are ‘P-listed’ substances pursuant to Title 40, Part 261, Subpart D of the Code of Federal Regulations.

### **1.5 Bin**

‘Bin’ means a metal Container with plastic lids and a capacity from 1.5 to 6 cubic yards, which is typically emptied by a front-loading collection vehicle.

### **1.6 Bin Collection Service**

‘Bin Collection Service’ means providing Solid Waste Handling Services using Bins. Bin Collection Service is either *Regular* Bin Collection Service or *Temporary* Bin Collection Service.

### **1.7 Bulky Items**

‘Bulky Items’ means Solid Waste that cannot or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); electronic waste (including stereos, televisions, laptop computers, computers and computer monitors, VCRs, microwaves and other similar items); fluorescent bulbs; household batteries; and clothing. Bulky Items do not include car bodies, auto parts, tires, Construction and Demolition Debris, or items requiring more than two persons to remove.

### **1.8 CalRecycle**

‘CalRecycle’ means the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

### **1.9 Cart**

‘Cart’ means a plastic Container with wheels and a hinged lid with a capacity from 35 to 101 gallons, which is typically emptied by an automated side-loading collection vehicle.

### **1.10 Cart Collection Customer**

‘Cart Collection Customer’ means a Customer who receive Cart Collection Service. They include Single-family Premises (excluding those single-family customers on large lots who elect to use Bin Collection Service), Customers on Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, and Customers on Multi-family Premises with individual storage capacity to store Carts with access to curbside service from side-loading collection vehicles.

### **1.11 Cart Collection Service**

‘Cart Collection Service’ means providing Solid Waste Handling Services using Carts.

### **1.12 City**

‘City’ means the City of Calabasas, California, a municipal corporation, and all the territory lying within the municipal boundaries of the City as it currently exists, or as such boundaries may be adjusted.

### **1.13 City Manager**

‘City Manager’ means the City Manager or the Person designated by the City Manager to administer this Agreement.

### **1.14 Collection**

‘Collect or Collection’ means the act of collecting Solid Waste, Recyclable Materials, Organic Materials, C&D, Bulky Items, and other material at the place of generation in the City pursuant to this Agreement.

### **1.15 Commercial Premises**

"Commercial Premises" means any property or premises occupied for or devoted to a use permitted in the commercial, institutional and public zones pursuant to the provisions of the Calabasas zoning ordinance.

### **1.16 Complaint**

‘Complaint’ means a grievance, criticism, or objection in the form of a written letter, email, or telephone call either to the City or to the Contractor regarding Contractor’s performance of its duties under the terms of this Agreement. ‘Complaints’ concern missed pick-ups, property damage caused by the Contractor, tardy service, unresponsiveness to requests, billing problems, and similar issues. ‘Complaints’ exclude normal or standard service requests (e.g., exchanging a Cart or Bin), and criticisms directed at the City’s solid waste ordinance and its provisions.

### **1.17 Composting or Compost**

‘Composting or Compost’ means the controlled biological decomposition of Organic Materials into fertilizer, soil amendments, or other useful products.

### **1.18 Condominium**

‘Condominium’ means a residential development where undivided interest in a common portion of real property is coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map or parcel map.

### **1.19 Condominium Cart Collection Service**

‘Condominium Cart Collection Service’ means Cart Collection Service without providing Organics Cart Collection Service.

### **1.20 Construction and Demolition Waste**

‘Construction and Demolition Waste’ includes but is not limited to waste building materials, asphalt, concrete, drywall, metals, roofing materials, soils, wood, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavement, houses, commercial, industrial or institutional buildings and other properties or structures.

### **1.21 Container**

‘Container’ means any can, wheeled cart, receptacle, dumpster, bin, or box used or intended to be used for the purpose of holding Solid Waste for Collection.

### **1.22 Customer**

‘Customer’ means any Person receiving Solid Waste Handling Services from Contractor within the City.

### **1.23 Designated Collection Location**

‘Designated Collection Location’ means the place where the Customer shall place, and from where the Contractor is to Collect, Solid Waste in Containers designed for that purpose.

### **1.24 Disposal**

‘Disposal’ means the final deposition of Solid Waste at a permitted landfill that is in full compliance with all laws and regulations.

### **1.25 Disposal Tipping Fee**

Disposal Tipping Fee means the rate per ton for Disposal of Refuse upon which the Contractor’s rates are based.

### **1.26 Disposal Site**

‘Disposal Site’ means the place, location, tract of land, area, or premises in use, intended to be used, or which has been used, for the landfill Disposal of Solid Waste.

### **1.27 Dwelling Unit**

‘Dwelling unit’ means a room or group of internally connected rooms that have sleeping, cooking, eating, and sanitation facilities, but not more than one kitchen, which constitutes an independent housekeeping unit, occupied by or intended for one household on a long-term basis. Types of dwellings include single-family dwellings, duplexes, multifamily dwellings, mobilehomes, condominiums and townhouses.

### **1.28 Food Waste**

‘Food Waste’ means waste that will decompose and/or putrefy and is segregated for Collection and Recycling. Food waste includes: (i) kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Waste; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper.

### **1.29 Food Waste Pail**

‘Food Waste Pail’ means a plastic receptacle with a capacity not exceeding one and one-half (1.5) gallons, having a hinged lid, suitable for use in a Residential Premises for temporary storage of Food Waste that is approved for such purpose by the City.

### **1.30 Garbage**

‘Garbage’ means all kitchen and table food waste and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.

### **1.31 Green Waste**

‘Green Waste’ means non-contaminated material composed of organic matter or plant matter which is the result of seasonal variations or landscape and gardening activities. Green waste includes, without limitation, grass clippings, shrubbery, leaves, tree trimmings, branches, flowers, plant stalks, wood and other plant material. Green Waste does not include stumps or branches exceeding six inches (6") in diameter or four feet (4') in length.

### **1.32 Gross Receipts**

‘Gross Receipts’ means any and all monies, fees, charges, consideration, and revenue collected or received by or paid to Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of

Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, Customer charges for Collection of Solid Waste, without subtracting disposal fees, Franchise Fees, or any fees imposed on Contractor and collected pursuant to this Agreement. Gross Receipts does not include any proceeds from the sale of Recyclables or any payments from the lease of stationary compactors.

### **1.33 Hazardous Substance**

"Hazardous Substance" means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Waste", "toxic waste", "pollutants" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, 25316, 25501 and 25501.1; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any substances defined, regulated or listed by any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, state or local environmental laws currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

### **1.34 Hazardous Waste**

'Hazardous Waste' means a waste, or combination of wastes, which because of its quantity, concentration or physical, chemical or infectious characteristics, may do either of the following: (1) cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness; (2) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of or otherwise managed. 'Hazardous Waste' includes all substances defined as Hazardous Waste, Acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated there

under. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

### **1.35 Holiday**

'Holiday' means New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

### **1.36 Household Hazardous Waste**

'Household Hazardous Waste' means Hazardous Waste generated at a Single-family and Multi-family Residential Premises.

### **1.37 Low-level Radioactive Waste**

'Low-level Radioactive Waste' means regulated radioactive material that meets all of the following requirements:

(1) The waste is not high-level radioactive waste, spent nuclear fuel, or byproduct material (as defined in Section 11e(2) of the Atomic Energy Act of 1954 (42 U.S.C. Sec. 2014(e)(2))).

(2) The waste is not uranium mining or mill tailings.

(3) The waste is not any waste for which the federal government is responsible pursuant to subdivision (b) of Section 3 of the Low-Level Radioactive Waste Policy Amendments Act of 1985 (42 U.S.C. Sec. 2021c(b)).

(4) The waste is not an alpha emitting transuranic nuclide with a half-life greater than five years and with a concentration greater than 100 nanocuries per gram, or Plutonium-241 with a concentration greater than 3,500 nanocuries per gram, or Curium-242 with a concentration greater than 20,000 nanocuries per gram.

### **1.38 Material Recovery Facility**

'Material Recovery Facility' means a facility licensed or permitted in accordance with AB 939 which separates secondary materials, and processes them for sale to end users.

### **1.39 Medical Waste**

'Medical waste' means any biohazardous waste or sharps waste that is composed of, generated or produced as a result of any of the following actions:

(1) Diagnosis, treatment, or immunization of human beings or animals.

(2) Medical research involving the diagnosis, treatment or immunization of human beings or animals.

(3) The production or testing of medicinal preparations made from living organisms and their products, including, but not limited to, serums, vaccines, antigens, and antitoxins.

(4) The accumulation of properly contained home-generated sharps waste that is brought to a point of consolidation approved by the enforcement agency pursuant to Section 117904 or authorized pursuant to Section 118147.

(5) Removal of a regulated waste from a trauma scene by a trauma scene waste management practitioner.

Medical Waste that has been properly treated or autoclaved and that is not otherwise hazardous shall thereafter be considered Solid Waste.

#### **1.40 Mobilehome Park**

"Mobilehome Park" means any site that is planned and improved to accommodate two or more mobilehomes used for residential purposes, or on which two or more mobilehome lots are rented, leased, or held out for rent or lease, or were formerly held out for rent or lease and later converted to a subdivision, cooperative, condominium or other form of resident ownership, to accommodate mobilehomes used for residential purposes.

#### **1.41 Move In Collection Service**

'Move-in Collection Service' means the on-call Collection of Recyclable packing material from a new Single-family and Multi-family Residential Customers.

#### **1.42 Mulch**

'Mulch' means a material used for landscaping, soil amendment or erosion control that results from the mechanical breakdown (chipping and/or grinding) of materials, including, but not limited to, Green Waste, yard trimmings, and wood byproducts.

#### **1.43 Multi-family Premises**

"Multi-family premises" means any residential property in the City containing five (5) or more Dwelling Units.

#### **1.44 Organic Waste**

‘Organic Waste’ or ‘Organics’ means Green Waste, Food Waste, manure, and any other organic waste material which is acceptable to be delivered to an organics processing facility such as an anaerobic digester, or composting facility.

#### **1.45 Person**

‘Person’ means any individual, firm, association, organization, partnership, corporation, business trust, or joint venture.

#### **1.46 Premises**

‘Premises’ means a tract or lot of land within the City where Solid Waste is generated or accumulated.

#### **1.47 Public Container**

‘Public Container’ means a Container of a size and shape determined by the City placed in public areas by the City or by a transit authority for the convenience of the public for the accumulation of Refuse or Recyclables.

#### **1.48 Public Container Collection Service**

‘Public Container Collection Service’ means providing Solid Waste Handling Services to Public Containers. Public Container Collection Service includes monitoring containers and emptying them on an as-needed basis.

#### **1.49 Recyclables or Recyclable Materials**

‘Recyclables’ or ‘Recyclable Materials’ means materials that are capable of being recycled and which are segregated from waste material for Collection and recycling, rather than Collection and disposal. Recyclable materials includes, without limitation, glass, plastic or metal food or beverage containers (excluding ceramics and chemical containers); aluminum cans, foil, pie tins and similar items or bi-metal cans; PET plastic soda or water bottles or other bottles with the designated "PET" symbol; HDPE plastic milk and water bottles with the designated "HDPE" symbol; LDPE shrink wrap, plastic bags with the "LDPE" symbol; newspaper, cardboard, computer printouts (excluding carbon paper); white ledger paper, junk mail, office paper and such additional materials as the City Council may designate from time to time.

#### **1.50 Recycle or Recycling**

‘Recycle’ or ‘Recycling’ means the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise become waste and returning those materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products which meet the quality standards to be used in the marketplace. Recycling does not include transformation as defined in Public Resources Code Section 40201.

### **1.51 Refuse**

‘Refuse’ means Garbage and Rubbish.

### **1.52 Regular Bin Collection Customer**

‘Regular Bin Collection Customer’ means a Person that receives Regular Bin Collection Service.

### **1.53 Regular Bin Collection Service**

‘Regular Bin Collection Service’ means using Bins to provide Solid Waste Handling Services to established residential, retail, commercial, and industrial facilities that require Collection service on a regular, ongoing, and indefinite basis. ‘Regular Bin Collection Service’ includes providing Solid Waste Handling Services to established Multi-family Premises with enclosure(s) or dedicated space(s) in common areas to accommodate Bins serviced by front-loading collection vehicles. ‘Regular Bin Collection Service’ includes providing Collection service using Bins to established Commercial Premises, but does not include providing service to: 1) Commercial Premises that generate small quantities of waste and elect to use Cart Collection Service, or, 2) Commercial Premises that generate large quantities of waste that elect to use Regular Rolloff Collection Service.

### **1.54 Regular Rolloff Collection Customer**

‘Regular Rolloff Collection Customers’ means a Person that receives Regular Rolloff Collection Service.

### **1.55 Regular Rolloff Collection Service**

‘Regular Rolloff Collection Service’ means using Rolloff Boxes or Rolloff Compactors to provide Solid Waste Handling Services to established retail, commercial, and industrial facilities that require Rolloff Service on a regular, ongoing, and indefinite basis.

### **1.56 Rolloff Box**

‘Rolloff Box’ means an open top metal Container with a capacity from 10 to 40 cubic yards, which is designed to be pulled onto a rolloff vehicle.

#### **1.57 Rolloff Collection Service**

‘Rolloff Collection Service’ means providing Solid Waste Handling Services using Rolloff Boxes or Rolloff Compactors. Rolloff Collection Service is either *Regular* Rolloff Collection Service or *Temporary* Rolloff Collection Service.

#### **1.58 Rolloff Compactor**

‘Rolloff Compactor’ means an enclosed metal Container equipped with a hydraulic packing ram with a capacity from 15 to 35 yards, which is designed to be pulled onto a rolloff vehicle.

#### **1.59 Rubbish**

‘Rubbish’ means, without limitation, the following items: waste and refuse capable of burning readily, including straw, packing materials, leather, rubber, clothing, bedding, books, rags and all similar articles which will burn by contact with flames or ordinary temperatures; and ashes, crockery, china, pottery, metal wire and other similar materials.

#### **1.60 Scavenging**

‘Scavenging’ means the unauthorized removal of Recyclables. Scavenging is prohibited by Public Resources Code § 41950.

#### **1.61 Sharps Waste**

‘Sharps Waste’ means waste generated by a Single Family or Multi-family Premises that includes a hypodermic needle, syringe, or lancet.

#### **1.62 Single-Family Residential Premises**

‘Single-family Residential Premises’ means any residential property in the City, except multiple dwellings containing five (5) or more Dwelling Units.

#### **1.63 Solid Waste**

‘Solid Waste’ means all putrescible and non-putrescible solid, semisolid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, Construction and Demolition Waste, discarded home appliances, manure, vegetable or animal solid

and semisolid wastes, and other discarded solid and semisolid wastes. 'Solid Waste' includes Recyclable Materials, Organics, Green Waste, Construction and Demolition Debris, and Bulky Items. Solid Waste does not include Hazardous Waste, Low-level Radioactive Waste, or Medical Waste.

#### **1.64 Solid Waste Facility**

'Solid Waste Facility' means a solid waste transfer or processing station, a composting facility, a gasification facility, a transformation facility, or a Disposal Site.

#### **1.65 Solid Waste Handling Services**

'Solid Waste Handling Services' means the Collection, transportation, storage, transfer, processing, and Disposal of Solid Waste.

#### **1.66 Temporary Bin Collection Customer**

'Temporary Bin Collection Customer' means a Person that receives Temporary Bin Collection Service.

#### **1.67 Temporary Bin Collection Service**

'Temporary Bin Collection Service' means using Bins to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Bin Collection Service on a temporary basis no longer than the duration of the project.

#### **1.68 Temporary Rolloff Collection Customer**

'Temporary Rolloff Collection Customer' means a Person that receives Temporary Rolloff Collection Service.

#### **1.69 Temporary Rolloff Collection Service**

'Temporary Rolloff Collection Service' means using Rolloff Boxes to provide Solid Waste Handling Services to new construction sites, demolition projects, remodel projects, and cleanups that require Rolloff Service on a temporary basis no longer than the duration of the project.

#### **1.70 Term**

'Term' means the Term of this Agreement, including any agreed upon extension periods, as provided for in Section 4.3.

**1.71 Valet Cart Collection Service**

‘Valet Cart Collection Service’ means a service that entails the Contractor rolling Customer’s Carts from the back or side-yard of a Single-Family Premises, emptying the carts into a Collection vehicle, and returning the Carts to the original location.

**1.72 Waste Generator**

‘Waste Generator’ means the owner or occupant of premises that initially produces Solid Waste.

**1.73 Work Day**

Work Day means any day, Monday through Saturday, excluding Holidays.

## **Section 2 GRANT OF RIGHT AND PRIVILEGE TO COLLECT SOLID WASTE**

### **2.1 Grant of Exclusive Rights**

This Agreement grants to Contractor for the Term of this Agreement during which Solid Waste Handling Service is to be provided, the exclusive right and privilege to Collect, transport, process, recycle, compost, retain and dispose of Solid Waste Collected from only Cart Collection Customers, as defined in this Agreement, produced, generated and/or accumulated within the City, except as otherwise provided below. No other services shall be exclusive to the Contractor.

### **2.2 Limitations to Scope of Exclusive Agreement**

The exclusive franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

1. Cart Collection Service, which is covered under the Cart Collection Service Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Cart Collection Agreement].**
2. Regular Bin and Regular Rolloff Collection Service, which is covered under the Regular Bin and Regular Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Regular Bin and Rolloff Collection Agreement]**
3. Temporary Bin and Temporary Rolloff Collection Service, which is covered under the Temporary Bin and Rolloff Solid Waste Collection Agreement between the City of Calabasas and another waste hauler. **[This sentence will be excluded from Temporary Bin and Rolloff Collection Agreement]**
4. The sale or donation of source-separated Recyclable Material by the Waste Generator or Customer to any Person other than Contractor; provided, however, to the extent permitted by law, if the Waste Generator or Customer is required to pay monetary or nonmonetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material, then it shall not be considered a sale or donation.

5. Solid Waste, including Recyclable Materials and Green Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees) to a processing facility or Disposal Site in a manner consistent with all applicable laws and regulations.
6. Recyclable Materials, Organic Waste or Bulky Wastes which are source separated at any premises by the waste generator and donated to youth, civic or charitable organizations.
7. Recyclables delivered to a recycling center or drop-off station by the Waste Generator for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq.
8. Bulky Waste removed from a Single-Family Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service.
9. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Contractor, utilizing its own equipment, as an incidental part of a total service offered by that Contractor rather than as a hauling service.
10. The Collection, transfer, transport, Recycling, and processing of animal by-products, fats, oils, or grease to be rendered and used as tallow.
11. The Collection, transfer, transport, Recycling, processing, and disposal of byproducts of sewage treatment, including sludge, sludge ash, grit and screenings.
12. The Collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, untreated Medical Waste, and radioactive waste regardless of its source.
13. Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company (e.g., with a State contractor license type C-21) or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment.

14. The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment.
15. Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.
16. Collection Material that is removed from a premise by a company through the performance of a service that the Contractor has elected not to provide.

The exclusive franchise, right and privilege to provide Solid Waste Handling Services within City granted to Contractor by this Agreement shall be interpreted to be consistent with all applicable state and federal laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all applicable current and developing laws and regulations. In the event that future interpretations of current law, future enactments or developing legal trends limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth in this Agreement, the scope of this Agreement shall be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor resulting from any change in law.

### **2.3 Enforcement of Exclusive Rights**

Contractor shall be responsible for enforcing the exclusive rights in this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity of this Agreement. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the exclusive rights granted in this Agreement. City shall have the right, but not the obligation, to enforce the exclusivity in this Agreement, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, extraordinary administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity in this Agreement, or to assist Contractor in doing so.

### **2.4 Annexation**

Contractor's rights and obligations in this Agreement shall apply in any territory annexed to the City during the Term of this Agreement, except to the extent that the

application of such rights and obligations within such annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law. If upon annexation Contractor is permitted to provide Solid Waste Handling Services to Customers in the annexed territory pursuant to preexisting rights granted by another jurisdiction, Contractor shall provide all such Customers in the annexed area with the same services, at the same rates, as are available to Customers pursuant to the terms of this Agreement.

### **Section 3 REPRESENTATIONS AND WARRANTIES**

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement, all of which shall be true as of the Effective Date of this Agreement:

1. Contractor is a validly existing corporation under the laws of the State of California.
2. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations in this Agreement: (1) conflicts with, violates or results in a breach of any applicable law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
3. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations in this Agreement or which would have a material adverse effect on the financial condition of Contractor.
4. Contractor has no knowledge of any applicable law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
5. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not

impair its ability to perform the work and provide the Solid Waste Handling services required by this Agreement.

6. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in its proposal to the City, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement.

## **Section 4 EFFECTIVE DATE AND TERM**

### **4.1 Conditions to Effectiveness of Agreement**

The satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement, and a condition of Contractor's continued right to the benefits conveyed in this Agreement:

1. Accuracy of Representation - All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date of this Agreement.
2. Absence of Litigation - There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
3. Furnishing of Insurance, Bond, and Letter of Credit - Contractor shall have furnished the evidence of insurance, and performance bond required by this Agreement.
4. Effectiveness of City Council Action - City Council's Ordinance or Resolution approving this Agreement shall have become effective pursuant to California law.
5. Administrative Fee - Contractor shall have paid to the City the Administrative Fee pursuant to Section 10.2 of this Agreement.

### **4.2 Effective Date**

The 'Effective Date' of this Agreement shall be the date upon which all the conditions set forth in the above section have been accomplished, and have been accepted in writing by the City.

### **4.3 Term**

Contractor shall provide Solid Waste Handling Services and Disposal Services in accordance with this Agreement for a period of seven (7) years beginning Monday, February 29, 2016 through midnight on Tuesday, February 28, 2023 (the "Term"), unless this Agreement is terminated sooner pursuant to Section 17 of this Agreement.

#### **4.4 City's Option to Extend Term**

City shall have the sole option to extend the initial Term for three (3) additional two-year periods. The first two (2) year period shall be from March 1, 2023 through February 28, 2025; the second two (2) year period shall be March 1, 2025 through February 28, 2027; and the third two (2) year period shall be March 1, 2027 through February 28, 2029. If City elects to extend the Term, City shall notify Contractor in writing no later than nine (9) months prior to the end of the then existing Term. If City does not notify Contractor nine (9) months prior to the end of the then existing Term, the City shall waive its option to further extend the Term.

## **Section 5 SCOPE OF SERVICES**

### **5.1 Solid Waste Services – General**

To protect the public health and safety, Contractor shall provide all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste generated or accumulated within the City from Cart Collection Customers covered by this Agreement at least once per week. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Handling Services.

### **5.2 Cart Collection Service**

#### **5.2.1. Cart Collection – General**

Contractor shall Collect all Solid Waste properly placed out for Collection by Cart Collection Customers at the Designated Collection Location not less than once per week using automated collection vehicles. A Cart shall be considered properly placed out for Collection if it is feasibly accessible by Contractor's automated Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination of the Designated Collection location.

It is the intent of the City and the Contractor to provide Customers with the highest level of customer satisfaction while at the same time enabling Contractor to operate efficiently. Contractor shall instruct Customers to place all Solid Waste inside Carts such that Contractor's drivers will not be required to routinely disembark the Collection vehicle. However, in the event that a Customer occasionally places Solid Waste adjacent to Carts, Contractor shall also Collect that Solid Waste. If a Customer routinely places for Collection Solid Waste outside the Cart, Contractor shall work with the Customer to determine if the Customer is in need of additional Carts. The City Manager is authorized to require Contractor to deliver additional Refuse Carts to any such Customers, or to require such other action of Contractor as is reasonably necessary to ensure that Customers receive high quality service.

#### **5.2.2. Refuse Cart Collection**

Contractor shall Collect Refuse from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall provide each Cart Collection Customer with one

Refuse Cart per Dwelling Unit at one of the three sizes shown in the rate schedule in Exhibit A. Each Customer shall choose either a ninety-six (96) gallon cart, a sixty-four (64) gallon cart, or a thirty-two (32) gallon cart.

Upon request by Customer, Contractor shall provide additional ninety-six (96), or sixty-four (64) gallon Refuse Carts. Contractor shall charge rates to the Customer based on each Customer's size and number of Refuse Carts according to the rate schedule in **Exhibit A**. Contractor may not charge for any services not listed in the rate schedule without prior written approval of the City.

### **5.2.3. Recyclables Cart Collection**

Contractor shall Collect Recyclables from all Cart Collection Customers in the City using Cart Collection Service. Contractor shall Collect Recyclables on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Cart Collection Customer in the City with at least one ninety-six (96) gallon cart per Dwelling Unit.

Upon request by Customer, Contractor shall provide an unlimited number of additional ninety-six (96), gallon Recycling Carts at no charge. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

### **5.2.4. Organics Cart Collection**

Contractor shall Collect Organics from all Cart Collection Customers (except Customers with Condominium Service) using Cart Collection Service. Contractor shall Collect Organics on the same day as Customer's Refuse Cart is Collected. Contractor shall provide each Customer with at least one ninety-six (96) gallon cart or more Organics Cart(s) per Dwelling Unit. Contractor shall provide Recyclable Cart Collection Service to Cart Collection Customers at no additional charge to City or to Customers.

### **5.2.5. Condominium Collection Service**

For Cart Collection Customers in Condominiums or other Multi-family Premises whose Greenwaste from common areas is collected and disposed by landscapers, Contractor shall not be required to provide an Organics Cart or Collect Organics. For these Customers with Condominium Cart Collection Service, Contractor shall charge the rate for Condominiums in Exhibit A.

#### **5.2.6. Valet Service**

Contractor shall provide on-premises Valet Service to Customers if all adults residing at the Premises have disabilities that prevent them from setting their Carts at the curb for Collection, and if a request for Valet Service has been made to, and approved by, the City Manager in a manner required by City. The City Manager shall notify the Contractor in writing of any Premises requiring Valet Service along with the date such service is to begin. No additional monies shall be due to the Contractor for the provision of required Valet Service.

For Customers who elect to have Valet Service, but do not require it, Contractor shall provide Valet Service as a premium service. For these Customers with Valet Service, Contractor shall charge the rate for Valet Service in **Exhibit A**.

#### **5.2.7. Bulky Item Pickups**

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Cart Collection Customer. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular weekly collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in **Exhibit A**. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in **Exhibit A**.

#### **5.2.8. Holiday Trees**

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

#### **5.2.9. Mulch Give-away**

Contractor shall provide two (2) 40-yard Rolloff Boxes of compost two (2) times per year for the use and benefit of the City of Calabasas and its residents. Contractor shall provide this service at no additional cost to City or to Customers. City shall provide the location for the placement of the Rolloff Boxes.

#### **5.2.10. Move-In Collection Service**

Contractor shall also provide, at no charge, one (1) on-call Move-In Collection of Recyclable packaging materials such as cardboard boxes, packing Styrofoam, and newspaper to Customers within three (3) months of service initiation by the Customer. Move-in Collection service shall be provided within forty-eight (48) hours of receipt of the request.

#### **5.2.11. ABOP Collection Service**

Contractor shall operate an ABOP Collection roundup on the second (2nd) Saturday of every other month at a site designated by the City. Contractor shall operate the roundup event between the hours of 10:00 am and 2:00 pm and shall provide all necessary staff, equipment, and containers to Collect ABOP materials dropped off by City residents. Contractor shall be responsible for the transportation, storage, processing, and proper Disposal of all ABOP material Collected at these events.

The Contractor shall publicize each public disposal center for antifreeze, batteries, motor oil and latex/water-based paint in the Calabasas area one time per year through one of the following methods: (1) insert included in envelope with customer's bill; (2) press releases and public service announcements; (3) submitting an article for inclusion in the city's newsletter; or (4) distribution of informational flyers to the general public at

appropriate events and through the mail. The method of publicity shall be selected by the Contractor and approved by City.

Contractor shall invoice the City on or about the first (1st) day of the following month for cost incurred to operate the ABOP roundup during the prior month. Contractor's invoice must be accompanied with a full accounting of all materials accepted, how the materials were Recycled, reused, or Disposed, and the quantity of each ABOP material type.

The City shall reimburse the Contractor by the end of the month following the ABOP roundup. City shall reimburse Contractor up to the total amount the City receives in Used Oil Block Grant monies from CalRecycle. Contractor shall be responsible for ABOP roundup costs that exceed City reimbursement. The City shall be responsible to file the grant application and prepare reports back to CalRecycle.

#### **5.2.12. Optional – Door to Door HHW Collection**

**If the City elects to include Door to Door HHW Collection in this Agreement,** Contractor shall undertake a program to Collect Household Hazardous Waste from Single-family and Multi-family Residential Premises on an on-call basis. Contractor shall perform this service at no additional cost to City or Customer. Contractor shall Collect HHW from Residential Customers on their regular Collection day during the last two weeks of each quarter on an on-call by-appointment basis. The Door to Door HHW Collection program shall include the following features:

1. An ongoing public education program to inform residents of the benefits and availability of a Door to Door HHW program.
2. An annual schedule of quarterly Collection periods including the month, appointment deadline, and collection weeks
3. A convenient means by which Residential Customers may make an appointment to have their HHW Collected
4. Instructions and materials (bags, labels, etc.) that will enable residents to safely and conveniently prepare their HHW for Collection.
5. Specific policies and procedures for the Door to Door HHW program such as acceptable Collection locations (doorstep, etc.), list of acceptable and non-acceptable materials, and quantity limits.

### **5.3 Regular Bin and Rolloff Collection Service**

#### **5.3.1. Regular Bin Collection Service – General**

Contractor shall Collect Solid Waste from all Regular Bin Collection Customers not less than once per week. Contractor shall Collect Solid Waste properly placed in Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's front-loading Collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

#### **5.3.2. Regular Bin Collection Service - Refuse**

Contractor shall Collect Refuse from all Regular Bin Collection Customers. Contractor shall provide the size and quantity of Refuse Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Regular Bin Collection Service based on each Customer's size and number of Refuse Bins, and number of weekly pickups according to the monthly rates schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

#### **5.3.3. Regular Bin Collection Service – Recyclables**

Upon request by Customer, Contractor shall Collect Recyclables from Regular Bin Collection Customers no less frequently than once per week. Contractor may use Bins or Carts to Collect Recyclables from Regular Bin Collection Customers. Contractor shall provide the size and quantity of Bins or Carts as requested by Customer. If Contractor and Customer cannot agree upon the appropriate size and number of Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall Collect Recyclables from Regular Bin Collection Customers at no additional charge to Customer or City.

#### **5.3.4. Multi-family Bulky Item Pickups**

On an as-needed, on-call basis, the Contractor shall provide up to three (3) pickups per calendar year of Bulky Items from each Bin Collection Customer at Multi-family Premises. Upon receiving a request from Customer two (2) days in advance, Contractor shall Collect Bulky Items on the Customer's regular collection day at no extra charge. Each Bulky Items Collection shall be limited to: up to four (4) large household items or, up to twenty (20) plastic trash bags, or, up to ten (10) bundles of Greenwaste (bundled no more than 4' long and 18" in diameter) per Collection event (i.e., per pickup). Contractor shall not be required to remove any items that cannot be safely handled by two persons. Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the handling and Disposal of refrigerators, or air conditioning units.

In the event a question arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall determine whether the item(s) are considered Bulky Items, and that determination shall be final and binding on the Contractor.

For Bulky Item pickups that exceed three (3) in a calendar year, Contractor may charge the Bulky Item Pickup Charge according to the rate schedule in Exhibit B. For individual Bulky Items in excess of maximum quantity set forth above, Contractor shall charge Customer the Bulky Item Unit Charge according to the rate schedule in Exhibit B.

### **5.3.5. Multi-family Holiday Trees**

Contractor shall Collect all Holiday trees from Single-family and Multi-family Premises which are properly placed for Collection from the first Work Day after December 25th through the third Saturday in January. Collection shall occur on the regularly scheduled Collection day. Holiday Trees placed for Collection must be cut into lengths no longer than six (6) feet, be free of ornaments, garlands, tinsel and flocking, and the stands must be removed. Contractor shall Recycle all Holiday Trees. Holiday Trees set out for pickup that are flocked or contain tinsel or other decorations may be delivered to the Disposal Site at the discretion of the Contractor.

### **5.3.6. Regular Rolloff Collection Service**

Contractor shall Collect Solid Waste from all Regular Rolloff Collection Customers using Contractor-furnished Rolloff Boxes or Customer-furnished Rolloff Compactors. Upon Customer request, Contractor shall furnish the size and number of Rolloff Boxes requested by Customer.

Contractor is not obligated to furnish Rolloff Compactors. Contractor may sell or lease Rolloff Compactors to Customers. Any sale or lease of Rolloff Compactors to Customers shall be outside the scope of this Agreement. However, the Collection service provided to those Customers with Rolloff Compactors shall be within the scope of this Agreement.

Within one (1) Workday of Customer's request for service, Contractor shall Collect Solid Waste properly placed in Rolloff Boxes or Rolloff Compactors from the Designated Collection Location upon each Customer's Premises. A Rolloff Box or Rolloff Compactor shall be considered properly located for Collection if it is feasibly accessible by Contractor's rolloff collection vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall bill the Customer for Regular Rolloff Collection Service based on each load and the actual weight of each load according to the rate schedule in Exhibit B. Contractor may not charge for any services not listed in the rate schedule without prior approval of the City.

### **5.3.7. City Facilities Collection Service**

Contractor shall Collect and dispose of all Refuse, Recyclable Material, and Green Waste put in Containers for Collection at all facilities owned and/or operated by the City at no charge. City facilities include, but are not limited to, City Hall, City offices, parks, corporation yards, recreation centers, and community centers. Contractor shall provide the number and size of Containers, and frequency of service at the City's direction. Service levels and number of City facilities served may increase during the Term of this Agreement without any additional compensation paid to the Contractor. The current scope of service provided to City facilities is shown on the following page in Table 1.

**Table 1 - Service to City Facilities**

Service Location	Number of Bins	Bin Size	Pickups per Week
Grape Arbor Park	2	3 yard	2
Juan Bautista de Anza Park	2	3 yard	2
Freedom Park	1	3 yard	As needed
Gates Canyon Park	2	3 yard	2
Highlands Park	1	3 yard	As needed
Bark Park	1	3 yard	As needed
Wild Walnut Park	1	3 yard	As needed
City Hall	4	3 yard	2
Tennis & Swim Center	2	3 yard	6
Community Center	2	3 yard	2

**5.3.8. Bus Stop Container Collection Service**

Contractor shall Collect and dispose of all Refuse placed in Containers at bus stops in the City. The location and frequency of service for these Containers is listed in Exhibit D. City may change the frequency of service and/or number of bus stops serviced during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit D.

**5.3.9. Sidewalk Litter Container Collection Service**

Contractor shall Collect and dispose of all Refuse placed in public Containers that are placed on sidewalks and in public areas by the City. The location and frequency of service for these Containers is listed in Exhibit E. Public Street Containers shall be provided by City. Any plastic liners or other miscellaneous items needed to provide service shall be furnished by Contractor. City may change the service frequency and number of Containers during the Term of this Agreement without any additional compensation paid to the Contractor. City shall include any such changes on a revised Exhibit E.

**5.3.10. City-sponsored Special Events**

Contractor shall provide Solid Waste Collection and Disposal/processing service for City-sponsored special events. This shall include providing Containers (Bins, Roll-off Boxes, and clearly labeled cardboard waste boxes with liners) to Collect and dispose of, or process, all Solid Waste and Recyclable Materials. The Contractor shall provide these services at City-sponsored events, at no cost to City or ratepayers. City-sponsored events shall include those listed below in Table 2.

**Table 2 - City-sponsored Special Events**

Event	Location(s)	When	Estimated Attendance	Estimated Service Requirements
Egg Hunt	Juan Bautista de Anza Park	Easter	1,500	Cardboard containers
Fine Arts Festival	Two locations: The Commons at Calabasas; Calabasas Civic Center	Two days in May	12,000 to 15,000 over two days	One (1) 40 yd. rolloff and cardboard containers
Fourth of July (Lakeside Fun Run and Fireworks Spectacular)	Fun Run - Lake Behind the Tennis & Swim Center Fireworks Spectacular – Calabasas High School	July	3,000	One (1) 40 yd. rolloff and cardboard containers
Pumpkin Festival	Lost Hills Road & Juan Bautista de Anza Park	Two days in October	3,000 to 5,000 over two days	Two (2) 40 yd. rollofs and cardboard containers

**5.3.11. Optional - Commercial Organics Collection Service**

If the City elects to include this service in the Agreement - Upon request by Customer, Contractor shall Collect Source-separated Organics from all Regular Bin Collection Customers not less than once per week. For Customers that subscribe to Commercial Organics Collection Service, Contractor shall Collect Organics properly placed in Carts or Bins from the Designated Collection Location upon each Customer's Premises. Contractor shall replace empty Carts or Bins to their original location with gates or doors of enclosures secured after Collection is completed. A Cart or Bin shall be considered properly located for Collection if it is feasibly accessible by Contractor's Collection

vehicles. If a Customer and Contractor cannot agree upon the Designated Collection Location, City shall make the final determination.

Contractor shall provide the size and quantity of Carts or Bins, and the number of weekly pickups as requested by Customer, or as required to maintain public health and safety. If Contractor and Customer cannot agree upon the appropriate size and number of Carts or Bins, or on the number of weekly pickups, City shall determine the most appropriate service level. Contractor shall bill the Customer for Organics Collection Service based on each Customer's size and number of Carts or Bins, and number of weekly pickups according to the monthly rate schedule in Exhibit B-1.

#### **5.4 Temporary Bin and Rolloff Collection Service**

##### **5.4.1. Temporary Bin Collection Service**

*Contractor shall deliver the number of requested Bins to Temporary Bin Customers within one (1) Workday of request by Customer. Contractor may require Customers to pay in advance or upon Bin delivery. Contractor shall Collect all Solid Waste properly placed for Collection from Temporary Bin Customers on an on-call basis within one (1) Workday of Customer's request for service. Contractor shall provide Temporary Bin Collection Service at the rates shown in Exhibit C.*

##### **5.4.2. Temporary Rolloff Collection Service**

*Contractor shall deliver the number of requested Rolloff Boxes Temporary Rolloff Customers within one (1) Workday of request by Customer. Contractor may require Customers to pay in advance or upon Bin delivery. Contractor shall Collect all Solid Waste properly placed for Collection from Temporary Rolloff Customers on an on-call basis within one (1) Workday of Customer's request for service. Contractor shall provide Temporary Bin Collection Service at the rates shown in Exhibit C.*

## **Section 6 OPERATIONS, PERSONNEL AND EQUIPMENT**

### **6.1 Operations**

#### **6.1.1. Hours of Collection**

To protect the peace and quiet of residents, Contractor shall not Collect Solid Waste before 7:00 a.m. or after 6:00 p.m. The City may direct Contractor to reduce the Collection hours in areas around schools and in high traffic areas during peak traffic hours. When the City is conducting road rehabilitation projects, the City reserves the right to temporarily redirect or restrict Contractor from Collection in the affected areas if needed. The hours of Collection may be extended due to extraordinary circumstances with the prior written (e.g., e-mail) consent of the City Manager.

#### **6.1.2. Holidays**

Contractor shall not Collect Solid Waste on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In any week in which one of these holidays falls on a weekday, Collection Services for the Holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week. Friday Collection Services shall be performed on Saturday.

#### **6.1.3. Complaints for Missed Collections**

In the case of a Complaint for a missed Collection received on a collection day, Contractor shall make the Collection not later than 5 p.m. if it has been notified by noon, or on the first collection day after the Complaint is received, if the Complaint was received after noon.

#### **6.1.4. Hazardous Waste Inspection and Reporting**

Contractor reserves the right and has the duty under law to inspect Solid Waste put out for Collection and to reject Solid Waste observed to be contaminated with Household Hazardous Waste or Hazardous Waste. In the event a Customer sets out for Collection any Household Hazardous Waste or Hazardous Waste, Contractor shall reject the material, tag the Container with instructions to the Customer for the proper method to discard of Hazardous Waste, and record the event in the Customer's profile in Contractor's billing system.

#### **6.1.5. Refusal to Collect**

When Solid Waste is not Collected from any Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

#### **6.1.6. Load Weight**

Contractor shall not load its Collection vehicles such that the vehicle's gross weight (the total weight of the load and the vehicle) exceeds the manufacturer's gross vehicle weight rating (GVWR), or exceeds any other weight limits imposed by state or local laws or regulations.

#### **6.1.7. Property Damage**

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be promptly repaired or replaced by Contractor at Contractor's sole expense.

#### **6.1.8. Commingling of Routes**

Contractor shall not commingle City Collection routes with other city or county routes. Each route shall be dedicated exclusively to City-generated waste Collected within City boundaries under this Agreement.

### **6.2 Personnel**

#### **6.2.1. Qualifications**

Contractor shall employ qualified personnel to perform the services set forth in this Agreement. Contractor shall ensure that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position. Contractor shall provide operating and safety training that meets minimum OSHA standards for all its drivers, helpers, and those employees who are otherwise directly involved in Collection operations. Contractor shall train its drivers and helpers in the identification of Hazardous Waste. Each driver shall at all times carry a valid California driver's license, and any other required licenses for the type of vehicle that is being operated. Each driver shall comply with all applicable state and federal laws, regulations and requirements.

### **6.2.2. Conduct**

Contractor's employees shall conduct themselves in a competent, thorough, and courteous manner. The City may request the transfer of any employee who materially violates any provision in this Agreement, or who is negligent, careless, or discourteous in the performance of their duties. Contractor's field operations personnel shall wear a clean uniform with the employee and Contractor's name. Contractor's employees, who normally come into contact with the public, shall bear a company photo identification card. Contractor shall not permit any employee to solicit or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement.

### **6.2.3. Drug and Alcohol Testing**

Contractor shall prescreen all applicants seeking employment that would result in the applicant, if hired, driving Contractor's vehicles within City. The prescreening shall include drug and alcohol testing by a certified independent testing laboratory. Contractor shall reject any applicant for employment within City who tests positively for any prohibited substance. In addition, Contractor shall conduct unannounced random drug and alcohol testing of all employees performing driving duties within City pursuant to the regulations administered by the Federal Motor Carrier Safety Administration (49 CFR, Part 40). The random testing shall be conducted by a certified independent testing laboratory. Any employee who tests positive for prohibited substances or alcohol shall be immediately and permanently removed from any assignment to perform duties under this Agreement.

### **6.2.4. Employees of Previous Service Provider**

In the event Contractor takes over service in the City from a previous service provider, Contractor shall make good faith efforts to hire all 'qualified applicants' of the previous service provider to perform work under this Agreement. A 'qualified applicant' is an individual that: (i) was an employee of the previous service provider and regularly worked in the City within sixty (60) days prior to the Effective Date; (ii) is qualified by training and experience for the desired position; and (iii) successfully passes Contractor's physical and drug test. All employees of the previous service provider hired by Contractor shall retain the level of seniority that they held with the previous service provider, and shall receive a compensation and benefits package from Contractor that is commensurate with the Contractor's other employees with a similar level of skill, experience and seniority.

## **6.3 Vehicles**

### **6.3.1. General**

Contractor shall provide vehicles for Solid Waste Handling Services that are sufficient in number and capacity to efficiently perform the work required by this Agreement. Contractor shall own and maintain sufficient back-up vehicles.

Contractor shall equip vehicles so as to prevent Solid Waste from being blown or otherwise escape from the vehicle. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes its vehicles.

Each Collection vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a radio to enable the driver to communicate directly with Contractor's dispatcher and/or main office.

No Collection Vehicle shall be utilized if it is leaking fluids. Contractor shall clean up any leaks or spills from its vehicles. Contractor shall equip all Collection Vehicles with absorbent for such cleanups. No fluids shall be washed into storm drains at any time.

### **6.3.2. Appearance**

Contractor shall paint each vehicle periodically (including performing all necessary body work), no less than once every two years. Contractor shall mark the rear, and both sides of each vehicle with the Contractor's name, telephone number, and a vehicle number in letters not less than five (5) inches in height. Contractor shall maintain each vehicle in a clean and sanitary condition both inside and out.

### **6.3.3. Maintenance**

Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance has been properly performed, and shall make such records available to City upon request.

#### **6.3.4. Emissions**

Contractor's Collection Vehicles shall comply with all rules and regulations of the South Coast Air Quality Management District, the Air Resource Board, and any other air-quality regulatory body that may be in authority during the Term of this Agreement.

#### **6.3.5. Noise**

Contractor's vehicles using compaction mechanisms during the stationary compaction process shall not exceed a noise level of seventy (70) decibels (dB)A at a distance of fifty (50) feet from the collection vehicle measured at an elevation of five (5) feet above ground level. Contractor shall submit to City, upon City's request, a certificate of vehicle noise level testing, by an independent testing entity, for any collection vehicle which City or Contractor has received more than one complaint regarding excessive noise.

#### **6.3.6. Safety**

Contractor shall equip each vehicle with appropriate safety equipment, including any new safety related technologies that become standard in the waste industry during the Term of this Agreement. Collection vehicles shall be well marked and highly visible. At a minimum, Collection vehicles shall have a back-up warning alarm, and a video monitor based back-up system, or its equivalent.

#### **6.3.7. Inspection of Vehicles**

Contractor shall inspect each Collection vehicle daily to ensure that all equipment is operating properly. Collection vehicles that are not operating properly shall be removed from service until repaired and operating properly.

Contractor shall regularly inspect each Collection vehicle to ensure it meets the requirements of the California Vehicle Code and the California Highway Patrol. Contractor shall provide to the City copies of its Biannual Inspection of Terminal ("BIT") inspection reports to City within 30 days of its receipt of such reports. Contractor shall make all records related to its vehicles available to City upon request by the City Manager.

City may cause or require any Collection vehicle used in performance of this Agreement to be inspected and tested at any time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of this Agreement.

Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection Vehicles, used in providing service pursuant to this Agreement. This inventory shall list all equipment by manufacturer, ID number, date of acquisition, type and capacity.

Any Collection Vehicle that the City Manager deems inappropriate for use in City for any reason (including its appearance) shall be removed from service in City, until such time as the City Manager determines the issue regarding said Collection vehicle is corrected.

#### **6.4 Containers**

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Contractor shall Collect and dispose of all such Containers at no additional charge to City or Customers.

##### **6.4.1. Carts**

Contractor shall provide Cart Collection Customers with Carts during the Term of this Agreement. Carts and Cart lids must meet color, size, uniformity, and quality requirements of the City. Contractor shall provide and maintain Carts and Cart lids with consistent colors and in good condition. Contractor shall maintain all Carts in good repair. If a Cart is broken or damaged, Contractor shall repair or replace such Carts by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day.

Carts shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in each type of Cart. City shall approve what information is marked on Carts.

##### **6.4.2. Cart Exchange**

Upon notification to the Contractor by the City or a Customer that a change in the size or number of Carts is required, the Contractor shall deliver such Carts to such Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to receive one (1) free Refuse Cart exchange, one (1) free Recycling Cart exchange and one (1) free Organics Cart exchange per year during the Term of this Agreement. For exchanges that exceed one (1) per year, Contractor may charge Customers the cart exchange fee shown in **Exhibit A**.

#### **6.4.3. Cart Replacement**

Any Cart damaged by the Contractor shall be replaced by the Contractor, at the Contractor's expense. If a Cart is lost, stolen or damaged beyond repair through no fault of the Contractor, the Contractor shall deliver replacement Cart to Customer by the next regularly scheduled collection day provided that the Customer notifies the Contractor two (2) Work Days in advance of the next collection day. Each Cart Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, and one (1) lost, destroyed, or stolen Organics Cart during the initial Term of this Agreement at no cost. For replacements of more than one (1) lost, destroyed, or stolen Cart of each type during the initial Term, Contractor may charge Customer the Cart replacement fee shown in **Exhibit A**. After the initial Term, Customers shall be entitled to one (1) additional free replacement Cart of each type during the remaining Term of this Agreement.

#### **6.4.4. Ownership of Carts**

Contractor shall own all Carts provided under this Agreement. In the event this Agreement is not extended or renewed, Contractor shall remove all Carts in service from the City.

#### **6.5 Food Waste Pails**

Upon request, Contractor shall provide Cart Customers with one (1) Food Waste Pail per Dwelling Unit during the Term of this Agreement. Food Waste Pails shall be marked or labeled to include the Contractor's name and phone number, and information about what materials should and should not be placed in the Food Waste Pail. City shall approve what information is marked on Food Waste Pails. Upon request by Customer, Contractor shall replace up to one (1) Food Waste Pail per Customer each year at no charge. For replacements that exceed one (1) per year, Contractor may charge the Food Waste Pail replacement charge in **Exhibit A**.

##### **6.5.1. Bins**

Contractor shall provide Bin Collection Customers with Bins required during the Term of this Agreement. The size and quantity of Bins shall be determined by mutual agreement between Customer and Contractor, and shall be subject to City approval. Contractor shall maintain Bins in a clean condition and free from putrescible residue. Bins shall be watertight, and constructed of heavy metal, or other durable material. Bins shall be well painted, and maintained in good repair.

Contractor shall mark each Bin with the name of Contractor and phone number in letters not less than three (3) inches high. Bins shall be labeled to include instructions on what materials should and should not be placed in the Bin. Contractor shall replace Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recycling Bins shall be painted a different, uniform color.

#### **6.5.2. Bin Replacement**

Upon Customer or City request, or if required to maintain the Bins in a clean condition, Contractor shall clean or replace all Bins once per year at no additional charge. Contractor shall perform cleaning or replacement of Bins more frequently if necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City. Contractor shall remove graffiti from any Container within two (2) Work Days of request by City or Customer.

#### **6.5.3. Locking Bins**

Contractor shall provide locking Bins upon Customer request. Contractor shall be entitled to the monthly charge for locking bins shown in the Rate Schedule in Exhibit A.

#### **6.5.4. Rolloff Boxes**

Contractor shall provide Roll-off Boxes to Rolloff Customers sufficient to meet Customer demand throughout the Term of this Agreement. Contractor shall keep all Roll-off Boxes clean, well-painted free from graffiti, and in good repair. Contractor shall display the name and phone number of Contractor in letters not less than three (3) inches high on Rolloff Boxes.

#### **6.5.5. Rolloff Compactors**

Maintenance of Customer-owned Rolloff Compactors shall be the responsibility of the Customer, and not Contractor. Contractor may sell, or lease Rolloff Compactors to Customers. Any such sale or lease shall be outside the scope of this Agreement. Any proceeds to Contractor from the sale or lease of Rolloff Compactors are not included in Gross Receipts.

## **Section 7      CUSTOMER SERVICE**

### **7.1      Office Hours**

Contractor shall maintain an office with assigned personnel accessible by a local phone number. Contractor's office hours are to be from 8:00 a.m. to 5:00 p.m. Monday-Friday and 8:00 a.m. to 12:00 p.m. on Saturdays when Collection is occurring. At Contractor's expense, its telephone numbers shall be listed in Calabasas-area telephone directories under both Contractor's name and the City's name. Contractor shall have the capability of responding to Customers in English, Spanish, and any other predominant languages necessary for communication between Contractor and its Customers.

### **7.2      Emergency Telephone Number**

Contractor shall maintain an emergency after-hours telephone number for use by City personnel only. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

### **7.3      Service Complaints**

All Customers' Complaints shall be directed to Contractor. Contractor shall record all Complaints, including date, time, complainant's name and address, nature of Complaint, and date and manner of resolution of Complaint. Contractor shall maintain this information in a computerized service complaint log. This service complaint log shall be available for review by City representatives during Contractor's office hours. Upon request by City, Contractor shall provide a copy of this service complaint log on computer disc, or via email, in a format compatible with City's computer system.

### **7.4      Customer Education Program**

Contractor shall develop and implement an education program for the City's integrated solid waste program, including goals, strategies and timetables. The Customer Education Program (CEP) shall include information with respect to AB 939 diversion goals, bulky goods pick-ups, green waste diversion programs and the importance of the safe disposal of household hazardous waste. Contractor shall provide and distribute information in the form of fliers, cards, stickers, or otherwise as Contractor determines to be most effective. Contractor may also utilize other promotional activities to achieve the goals of this Agreement, including participation in school assemblies and demonstrations, Chamber of Commerce and other local activities, parades and other

civic events, as approved in writing by the City Manager or his or her designee. The CEP must be submitted upon execution of this Agreement, and any change in the CEP must be approved in writing by the City Manager.

The Contractor shall be responsible for distribution of public education brochures, approved by the City, to describe and promote the Contractor's Solid Waste Handling Services, and the waste Collection and Recycling services that are available to the City's residents, and businesses.

### **7.5 Customer Privacy**

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers, or the composition or contents of a Customer's Solid Waste shall not be disclosed by Contractor to any Person, or governmental agency unless required by law or upon written authorization of the Customer. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded Customers pursuant to federal or state law.

**Section 8 FLOW CONTROL; AND MARKETING OF RECYCLABLES**

**8.1 Ownership of Solid Waste**

Ownership and the right to possession of Solid Waste, including Organics and Recyclable Materials, shall transfer directly from the Customer to Contractor upon Collection by Contractor. At no time shall the City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such ownership.

**8.2 City's Ability to Control the Flow of Solid Waste**

City shall have the absolute ability to determine the location for the delivery and/or Disposal of all Solid Waste (including Recyclables, Organics, and Construction and Demolition Waste) Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's ability to direct the location for Disposal of Solid Waste in this Agreement, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require delivery of all Solid Waste Collected in this Agreement to the facilities listed below in Table 3.

**Table 3 – Approved Disposal and Processing Facilities**

<b>Material Type</b>	<b>Destination Facility</b>
Refuse	
Recyclables	
Organics	
Construction and Demolition	

**8.3 Marketing Of Recyclables**

Contractor shall market all marketable Recyclables Collected pursuant to this Agreement. Contractor is entitled to all revenues (including California Redemption Value revenues) received by Contractor from the marketing of Recyclables. Contractor shall assume all risk, and enjoy all rewards, resulting from changes in market prices of Recyclables.

## Section 9 RATES AND BILLING

### 9.1 Rates

Contractor's compensation for all solid waste Collection, transportation, processing, recycling, and disposal services shall be the rates set forth in Exhibit A, B and C to this Agreement.

### 9.2 Adjustment of Rates

Beginning on July 1, 2017, and each July 1 thereafter during the Term, Contractor shall be entitled to an increase in the rates in **Exhibit A** Exhibit B *Exhibit C* or the rates then in effect. The adjustment of Contractor's rates shall be accomplished according to the procedures and methodology set forth below and according to the example in Exhibit D.

On or before March 31<sup>st</sup> of each year in which an adjustment is to be made, Contractor shall submit to the City schedules setting forth the:

1. Current rates;
2. Applicable CPI, PPI, and Disposal Tipping Fee values;
3. Percentage change in the those values;
4. Calculation of the combined rate adjustment percent; and,
5. Proposed adjusted rates.

These schedules are for convenience of the City in corroborating rate adjustments, but are not binding. The City in its sole discretion may make corrections or adjustments in these schedules to provide for rate adjustments that are in accordance with the terms of this Agreement.

#### 9.2.1. Calculation of Rate Adjustment

The Maximum Rates shall be adjusted based on a combined rate adjustment percentage. The rate adjustment percentage shall be comprised of three components: a service component, a fuel component, and a disposal component. All three of these components shall be independently calculated. The weighted results of these calculations shall be combined to derive the combined rate adjustment percentage.

The weighting of the components of the rate adjustment percentage shall be as shown in Table 4 on the following page.

**Table 4 - Rate Adjustment Components**

<b>Component</b>	<b>Weight</b>
Service	65%
Fuel	5%
Disposal	30%
<b>Total</b>	<b>100%</b>

These weights are intended to generally reflect the major areas of Contractor’s cost structure such that this rate adjustment method strikes a reasonable balance between accuracy and efficiency. In the event that the relative weights of these categories change materially over the term of this Agreement, Contractor or City may petition the other party to realign the components with Contractor’s actual cost structure. Any such realignment shall be subject to the inspection and audit provisions of Section 11.2.

**9.2.2. Service Component**

The weighted adjustment percentage for the service component shall be equal to the service component adjustment factor multiplied by sixty-five percent (65%) as shown by example in Exhibit G. The service component adjustment factor shall be the annual percentage change in the ‘Consumer Price Index’ from in the previous calendar year. The ‘Consumer Price Index’ (or ‘CPI’) shall mean the Consumer Price Index for all Urban Consumers (National CPI-U) for the Los Angeles/Orange County/Riverside metropolitan statistical area published by the United States Department of Labor, Bureau of Labor Statistics.

**9.2.3. Fuel Component**

The weighted adjustment percentage for the fuel component shall be equal to the fuel component adjustment factor multiplied by five percent (5%) as shown by example in Exhibit G. The fuel component adjustment factor shall be the annual percentage change in the ‘Producer Price Index - Natural Gas’ from in the previous calendar year. The ‘Producer Price Index – Natural Gas’ (or ‘PPI’) shall mean the Producer Price Index for Natural Gas Distribution – Commercial (Series ID# 221210221210113) for the Pacific Region published by the United States Department of Labor, Bureau of Labor Statistics.

**9.2.4. Disposal Component**

The weighted adjustment percentage for the disposal component shall be equal to the disposal component adjustment factor multiplied by thirty percent (30%) as shown by example in Exhibit G. The disposal component adjustment factor shall be based on the weighted average percent change in the Disposal Tipping Fee for the previous calendar

year. The Disposal Tipping Fee shall mean the tipping fee charged by the Calabasas Landfill for Municipal and Inert Waste.

#### **9.2.5. Combined Rate Adjustment Percent**

The rate combined rate adjustment percentage shall be the sum of the weighted adjustment percentages for the service component, the fuel component, and the disposal component as shown by example in Exhibit D. The rate adjustment percentage shall be applied to the then existing rates to calculate the new rates for the ensuing fiscal year. In any year that the combined rate adjustment percent is negative, rates for that year shall not decrease and shall not be adjusted.

#### **9.3 Extraordinary Rate Adjustment**

Contractor may request an adjustment to the rates at other times to provide for the reimbursement of unusual increased costs of providing service under this Agreement, to the extent not included within the annual rate adjustment provided in Section 9.2. Unusual increased costs may include changes in service mandated by the City, changes to the Calabasas Municipal Code affecting Contractor's operations, increases in franchise fees imposed by the City, changes in state or local government solid waste fees and charges, or changes in the law, but shall not include circumstances within the control of Contractor, such as changes in the purchase price of new equipment, or negotiation of wage and benefit increases in connection with a collective bargaining agreement. For each request, Contractor must prepare a schedule documenting the extraordinary costs. The request shall be prepared in a form acceptable to the City Manager with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, at its sole discretion, make the final determination on the appropriate amount of the adjustment, if any, within sixty (60) days of receipt of Contractor's request.

#### **9.4 Resolution of Disputes Regarding Rate Adjustments**

Any dispute regarding the computation of a rate adjustment shall be decided by the City Manager or his designee, or referred by the City Manager to the City Council as provided in Section 17. A rate adjustment computation decision by the City Manager or the City Council may be appealed by Contractor in accordance with the procedures provided in Section 17. The rates in effect at the time a rate adjustment dispute is submitted to the City Council shall remain in effect pending resolution of that dispute. The effective date of a rate determined through the dispute resolution procedures provided in Section 17, shall be the next immediate billing cycle of the Contractor after the date of dispute resolution.

## 9.5 Billing and Payment

### 9.5.1. Billing

The Contractor shall be responsible for the billing and collection of payments for all Collection Services. The Contractor shall charge Customers for all Collection Services pursuant to the rate schedule in Exhibit A, or as those rates are adjusted under the terms of this Agreement. City shall have the right to approve the format and content of Contractor's invoices.

**Cart Collection Agreement** - Contractor shall invoice Cart Customers bi-monthly in advance. Contractor shall invoice Customers on or about the first day of the three-month period during which service will be provided. If a Customer starts or stops service during the billing period, Contractor shall pro-rate Customer's invoice based on the portion of the billing period the Customer receives service.

**Regular Bin and Rolloff Agreement** - Contractor shall invoice Regular Bin Customers monthly in advance on or about the first day of the month for which service will be provided. If a Customer starts or stops service during the month, Contractor shall pro-rate Customer's invoice based on the portion of the month the Customer receives service. Contractor shall invoice Regular Rolloff Customers semi-monthly in arrears.

***Temporary Bin and Rolloff Agreement*** - Contractor shall invoice Temporary Bin Customers in arrears upon Collection of Bin. Contractor shall invoice Temporary Rolloff Customers semi-monthly in arrears.

Contractor's invoices must plainly and accurately describe the service provided. Contractor's invoices must itemize the size and number of Containers, the frequency of service and the period in which the service is provided. Invoices for Rolloff Collection service shall include the work order number, date, location, and actual weight of the load along with itemized charges for the load charge and the charge for tipping fees.

### 9.5.2. Payment

Contractor shall provide the means for customers to pay bills through the following methods: cash, check, credit card, or automatic clearing house (ACH) withdrawal from Customer's bank account.

### 9.5.3. Collection

Contractor shall be responsible to collect all billed amounts and shall incur any and all expenses for uncollectible accounts. Contractor's invoices shall be due within thirty (30) days of the date of the invoice. Contractor shall be entitled to collect late charges at a rate of one and one-half percent (1.5%) per month of the unpaid balance including unpaid late charges.

### 9.5.4. Delinquent Accounts

**Cart Collection Agreement** – Contractor shall notify customers that have past due amounts at least monthly. Contractor shall not discontinue service to Cart Collection Customers that do not pay for services. City shall undertake a good faith effort to assist Contractor in the collection of delinquent accounts by arranging for the placement of the unpaid amount on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Cart Collection Customers that are two (2) or more billing cycles (six months) delinquent. Premises eligible to be included in the public hearing shall include Premises with Regular Bin Collection Customers that are three (3) or more months (three months) delinquent.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor's parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

Regular Bin and Rolloff Collection Agreement – Contractor shall notify customers that have past due amounts at least monthly. If a Regular Bin Customer is sixty (60) days past due, Contractor shall notify Customer that service will be stopped in thirty (30) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Bin Customers with outstanding amounts that are over ninety (90) days past due. Contractor shall notify City’s code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

If a Regular Rolloff Customer is thirty (30) days past due, Contractor shall notify Customer that service will be stopped in fifteen (15) days hence if the outstanding amount remains unpaid. Contractor may stop service for Regular Rolloff Customers with outstanding amounts that are over forty-five (45) days past due. Contractor shall notify City’s code enforcement officer in writing or by email prior to stopping service on any Regular Bin Customer.

City shall undertake its best efforts to assist Contractor in the collection of delinquent accounts by arranging for the placement of a charge on the property tax bill of the Premises from which the Solid Waste was Collected.

Once each year, City shall conduct a public hearing and shall cause the delinquent fees to be placed as a charge on the property tax bill. Premises eligible to be included in the public hearing shall include Premises with Regular Bin and Rolloff Collection Customers whose service has been stopped and the amounts remain unpaid.

Ninety (90) days prior to the public hearing, Contractor shall notify the Customer, and the owner of the Premises from which Solid Waste was Collected, that the delinquent amount will be placed as a charge on the property tax bill. Contractor shall also notify the Customer and property owner of the time and place of the public hearing.

Thirty (30) days prior to the public hearing, Contractor shall submit a preliminary list to the City of each Customer and property owner Premises delinquent in the payment of fees for services provided by Contractor under this Agreement. The preliminary list shall include the Customer name, property owner name (if different), property address, county assessor’s parcel number, and the delinquent amount. The delinquent amount shall be the amount owed the Contractor plus twenty percent (20%) of the unpaid amount. Following the public hearing, Contractor shall prepare a final delinquent list and submit this list to the City in a format acceptable to the County for processing. Within sixty days of receipt from County, City shall remit to Contractor any amounts recovered on property tax bills.

***Temporary Bin and Rolloff Collection Agreement*** – City will not assist Contractor in collecting any unpaid amounts. Contractor may adopt reasonable credit and collection procedures to ensure it collects amounts billed to Temporary Bin and Rolloff Collection Customers. These procedures may include granting trade credit, setting accounts receivable balance limits, requiring credit cards, requiring security deposits, cash on delivery, and/or sending preliminary notices of mechanics lien.

## Section 10 FEES PAID TO CITY

### 10.1 Franchise Fees

**Cart Collection Agreement** – Contractor shall pay to City a franchise fee in an amount equal to eight thousand five hundred dollars (\$8,500) per month for each month it provides service during the Term of this Agreement. Effective each July 1<sup>st</sup> during the Term, the monthly franchise fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

**Regular Bin and Rolloff Agreement** – Contractor shall pay to City a franchise fee in an amount equal to eight thousand five hundred dollars (\$8,500) per month for each month it provides service during the Term of this Agreement. Effective each July 1<sup>st</sup> during the Term, the monthly franchise fee amount shall be increased by the same percentage as the rate adjustment percentage determined pursuant to Section 9.2.

Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of the following the month. Should any such due date fall on a weekend or holiday in which the City's offices are closed, payment shall be due on the first day thereafter in which the City's offices are open.

**Temporary Bin and Rolloff Agreement** - Contractor shall pay to City, a franchise fee. The franchise fee shall be based on a percentage of Contractor's annual Gross Receipts received from Customers served under this Agreement during the entire Term. The initial Franchise Fee Percentage shall be as set forth in this Agreement. Any changes in the Franchise Fee percentage shall be determined by resolution of the City Council.

The amount of each payment shall be equal the percentage of Contractor's Gross Receipts in the calendar month preceding the date payment is due. The franchise fee due in this Agreement shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term.

*Contractor shall pay franchise fee to City monthly on or before the thirtieth (30th) day of each month. Should any such due date fall on a weekend or holiday in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open.*

*Franchise Fees shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City. Franchise Fee at the inception of this Agreement shall be set at ten percent (10.0%) of Gross Receipts.*

## **10.2 Administrative Fee**

The process of selection of a contractor for the expressed purpose of establishing rights to Collect Refuse or Recyclables is both time consuming and resource depletive. The Contractor shall remit a one-time Administrative Fee to the City. The Administrative Processing Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the Contractor's proposal and prepare this Agreement. Contractor shall pay the City the fee within thirty (30) days of the Effective Date of this Agreement. The one-time Administrative Fee shall be: **Cart Collection Agreement – fifty thousand dollars (\$50,000); Regular Bin and Rolloff Collection Agreement – thirty-five thousand dollars (\$35,000); Temporary Bin and Rolloff Collection Agreement – fifteen thousand dollars (\$15,000); Agreement for All Three Customer Sectors – one hundred thousand dollars (\$100,000).**

## **Section 11 CONTRACTOR'S BOOKS AND RECORDS; AUDITS**

### **11.1 Record Retention**

Contractor shall maintain, in electronic form at a minimum, all records relating to the services provided in this Agreement, including, but not limited to, customer lists, billing records, and Customer Complaints for the Term, and an additional period of not less than three (3) years after the expiration or termination of this Agreement, or any longer period required by law. In addition, summaries of weight tickets identifying the disposition of waste Collected in the City shall be kept for a period of thirty (30) years.

### **11.2 Audits**

City may conduct an audit of Contractor at any time. The scope of the audit, and auditor, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, route maps, customer lists, billing records, weight tickets, AB 939 records and Customer complaints, Contractor's payment of fees to City and records which may be relevant in the event of an action under CERCLA or related claims, Customer service levels and Billing, fee payments, Gross Receipts, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9.2, and verification of Contractor's diversion rate. The first audit, to be performed during 2017, will be based on the Contractor's reports and records for calendar year 2016. Audits will be performed every other year thereafter (the biennial audit). Contractor shall reimburse to the City the cost of such audits (including audits conducted by City staff) up to \$30,000 for each audit in 2017 dollars. Should an audit conducted or authorized by the City disclose that fees payable by Contractor were underpaid by two percent (2%) or more, that tonnage was under/over-reported by 2% or more, or that more than two percent (2%) of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs from the Contractor.

### **11.3 Overpayment or Underpayment**

Should any examination or audit of Contractor's records reveal an overpayment or underpayment by Contractor to City, the amount of underpayment, plus interest compounded monthly at the maximum lawful rate, shall be paid by Contractor to City within thirty (30) days. The principal amount of any overpayment shall be paid by City to Contractor within sixty (60) days.

## Section 12 MINIMUM DIVERSION REQUIREMENTS

### 12.1 Minimum Diversion Requirement

Contractor shall achieve a guaranteed minimum diversion rate, calculated on an annual basis as of the end of each calendar year. The minimum guaranteed diversions rate shall be:

- **fifty-five (55%) (for the Cart Collection Agreement);**
- thirty-five percent (35%) (for the Regular Bin and Rolloff Collection Agreement);
- *seventy-five percent (75%) (for the Temporary Bin and Rolloff Collection Agreement);*
- **fifty percent (50%) (if one Contractor is awarded a single contract for all three service sectors.**

Contractor shall achieve the minimum recycling rate by December 31, 2018 and each calendar year thereafter during the Term. The minimum annual diversion rate shall be calculated as “the tons of materials Collected by Contractor pursuant to this Agreement that are sold or delivered to a processing facility, composting facility, recycler or re-user, net of all residue, as required by this Agreement, divided by the total tons of materials Collected under this Agreement by Contractor in each calendar year.”

### 12.2 Failure to Meet Minimum Diversion Requirement

Contractor’s failure to meet the minimum diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by the Contractor to meet the minimum diversion requirements. This consideration will include the methods and level of effort of the Contractor to fully implement the public education and diversion plans attached to and included in this Agreement.

## **Section 13 REPORTS AND OTHER INFORMATION**

### **13.1 Reports - General**

Contractor shall submit to the City reports and other information that the City may reasonably request or require. Reports and information shall be submitted in a format and schedule acceptable to City.

### **13.2 Quarterly Reports**

Contractor shall provide Quarterly reports within thirty (30) days of the end of each calendar quarter. Quarterly Reports shall include, but not be limited to, the following:

1. The number and type (refuse, recyclables, organics, etc.) of tons Collected during the quarter, and the processing or disposal facilities to which they were delivered.
2. The Contractor's quarterly diversion rate calculated pursuant to Section 12.1.
3. The number of customers participating in each of the Contractor's special Collection and Recycling programs including: Bulky item collection, Bin Recycling, ABOP Collection, Door-to-door HHW Collection (if applicable), Commercial Organics Collection (if applicable).
4. A copy of the customer service log, including a summary of the type and number of complaints, missed pickups, and non-collection notices and their resolution.
5. A brief description of any operational issues and actions taken in response to property damage, scavenging, etc.
6. Copies of a written record of all calls related to missed pickups and responses to such calls. The number and type non-collection notices left at Customer locations.
7. A brief description of any City-sponsored special events during the quarter and the estimated amount of material Collected and Recycled.
8. Any other information reasonably requested by the City for the purpose of monitoring or administering this Agreement.

### **13.3 Annual Report**

On or before March 31<sup>st</sup> of each year during the Term, and in conjunction with the request for a rate adjustment pursuant to Section 9.2, Contractor shall submit to City an Annual Report, for the preceding calendar year, in a form approved by the City. The Annual Report shall include, but not be limited to, a report of the previous calendar year's activities in the City, including a cumulative summary of the Quarterly Reports, the Contractor's annual diversion rate calculated pursuant to Section 12.1, information and statistics with respect to City's compliance with AB 939, Contractor's public education activities, and a tabulation and summary of Customer Complaints received by Contractor.

### **13.4 Reporting of Adverse Information**

Contractor shall promptly report to City any adverse information relating to Contractor's performance of services pursuant to this Agreement. Adverse information shall include, but not be limited to, reports, lawsuits, warnings, notifications, notices of violation, communications or other material, submitted by Contractor to, or received by Contractor from, the South Coast Air Quality Management District, the Regional Water Quality Control Board, the Los Angeles County Local Enforcement Agency, the United States or California Environmental Protection Agency, the Securities and Exchange Commission or any other federal, state or local agency or court. Upon request by City, Contractor shall provide City with electronic copies of any documents related to adverse information.

### **13.5 Failure to Report**

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement or otherwise, provided, that the City must follow the procedures for dispute resolution found in Section 17 of this Agreement before declaring any such material breach.

## **Section 14 INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND**

### **14.1 Indemnification of City**

Contractor shall defend, indemnify and hold harmless, to the fullest extent allowed by law, City, its officers, officials, employees, volunteers agents and assignees, from and against any and all loss, liability, penalties, forfeitures, claims, demands, actions, proceedings or suits, in law or in equity, of every kind and description, (including, but not limited to, injury to and death of any person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from or in any way connected with: (i) the performance of the Contractor, it agents, employees, contractors, and/or subcontractors, of its obligations under this Agreement; (ii) the exercise of the Contractor, it agents, employees, contractors, and/or subcontractors, of any privileges conferred by this Agreement; and (iii) the failure of the Contractor, it agents, employees, contractors, and/or subcontractors to comply in all respects with the provisions and requirements of this Agreement, applicable laws, ordinances and regulations, and/or applicable permits and licenses. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, action, suit, injury, death or damage is also caused in part by the City, its officers, officials, employees, volunteers, agents or assignees. This provision shall survive the expiration of the Term of this Agreement, for claims arising prior to the expiration of the Term of this Agreement.

Contractor waives any and all rights of any type to express or implied indemnity against the City, its officers, officials, employees, volunteers, and agents for any third party claims against Contractor.

### **14.2 Hazardous Substances Indemnification**

Contractor shall indemnify, defend (with counsel reasonably selected by City), protect and hold harmless City from and against all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, causes of action, interest, and expenses (including but not limited to reasonable attorney's and expert's fees) of any kind whatsoever paid, incurred, suffered or incurred by or against City resulting from any repair, cleanup, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (hereinafter "CERCLA"), the California Health and Safety Code (hereinafter "H&S Code") or other similar federal, state or local

law or regulation, with respect to Solid Waste Collected, transported and disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Section 25364 of the H & S Code to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, the H & S Code or other similar federal, state or local law or regulation.

#### **14.3 AB 939 Indemnification**

**[This paragraph is to be included only if one contractor is awarded a single contract for all three service sectors.]** - In addition to its duties pursuant to Section 12, Contractor shall protect, defend, indemnify and hold City harmless against any and all fines or penalties imposed by Cal Recycle in the event the diversion, source reduction and Diversion goals of AB 939 are not met by the City of Calabasas with respect to the Collected waste stream covered by this Agreement as a result of Contractor's failure to perform under this Agreement.

#### **14.4 Workers' Compensation and Employers' Liability Insurance**

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement full workers' compensation insurance and Employers' Liability Insurance with a minimum limit of three million dollars (\$3,000,000.00) in accord with the provisions and requirements of the Labor Code of the State of California. Copies of policies and endorsements that implement the required coverage shall be filed and maintained with the City Clerk throughout the Term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, has been given to City. The policy shall also be amended to waive all rights of subrogation against the City, its elected or appointed officials, employees, or agents for losses that arise from work performed by the named insured for the City.

#### **14.5 General and Auto Liability Insurance**

Contractor shall obtain and maintain in full force and effect throughout the entire Term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence and a Commercial Auto Liability Insurance policy with a minimum limit of ten million dollars (\$10,000,000.00) aggregate and five million dollars (\$5,000,000.00) per occurrence. Said insurance shall protect Contractor and City from any claims for damages for bodily injury, including accidental death, as well as

from any claim for property damage, which may arise from operations, performed pursuant to this Agreement. The following language is required to be made a part of all of the insurance policies required by this Section:

1. "The City of Calabasas, its elected officials, its employees, agents, volunteers and officers, are hereby added as additional insureds, to the extent of Contractor's indemnification obligations as set forth in this Agreement, but excluding negligence or willful misconduct, as respects liability arising out of activities performed by or on behalf of Contractor."

2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City of Calabasas may possess including any self-insured retention the City of Calabasas may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it."

3. "This policy shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

4. "Thirty (30) days' prior written notice (ten (10) days in the event of termination for non-payment) by certified mail, return receipt requested, shall be given to the City of Calabasas in the event of suspension, cancellation, reduction in coverage or in limits or non-renewal of this policy for whatever reason. Such notice shall be sent to the City Manager, City Attorney and City Clerk."

The insurance required by this Agreement shall be with insurers that are Best A- rated, and California-Admitted, or better. The City shall be included as an additional insured on each of the policies and policy endorsements. The insurance required by this Agreement is in addition to, and not in lieu or limitation of, the indemnification provisions above in Sections 14.1, 14.2 and 14.3.

#### **14.6 Evidence of Insurance Coverage; Insurance Repository**

Contemporaneously with the execution of this Agreement, Contractor shall file certificates and/or endorsements of insurance evidencing the above-required insurance coverage with the City Clerk. From time to time thereafter, Contractor shall provide substitute certificates or endorsements at least thirty (30) days prior to any changes in coverage or limits, or a change in the carrier. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor shall establish an insurance policy repository and to maintain copies of insurance policies

required pursuant to this Agreement for thirty (30) years after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City's Risk Manager and City Attorney before destroying copies of such policies, and Contractor shall provide copies or originals of such policies to City. This provision shall survive the expiration of the Term of this Agreement.

#### **14.7 Performance Bond**

Prior to the Effective Date, Contractor shall file with the City a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be:

- **Cart Collection Agreement – five hundred thousand dollars (\$500,000);**
- Regular Bin and Rolloff Collection Agreement – two hundred fifty thousand dollars (\$250,000);
- *Temporary Bin and Rolloff Collection Agreement – one hundred thousand dollars (\$100,000);*
- **Agreement for All Three Customer Sectors - eight hundred fifty thousand dollars (\$850,000).**

The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide, and that has a record of service and financial condition that is satisfactory to the City. The bond shall be in the form as the attached Exhibit G.

#### **14.8 Forfeiture of Performance Bond**

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion, or all, of the performance bond to be forfeited to City. The amount to be forfeited shall be the amount that is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of this Agreement.

In the event the City draws on the bonds, all of City's costs of collection and enforcement of the provisions relating to the bonds called for by this Section, including reasonable attorneys' fees and costs, shall be paid by Contractor. Any decision or order of City under this Section 14.8 may be appealed by Contractor through the dispute resolution procedures provided by Section 17 of this Agreement.

## **Section 15 EMERGENCY SERVICE**

### **15.1 Preparedness**

Upon request, Contractor shall provide its management expertise and contribute to City's emergency preparedness planning efforts. Upon request, Contractor shall furnish up to four (4) rolloff storage containers to store materials and supplies to be used in the event of an emergency. These storage containers may be placed at public schools, at City Hall or other locations in the City designated by the City Manager.

### **15.2 Assistance with Disaster Recovery**

In the event of any natural or man-caused emergency or disaster, Contractor shall Collect and dispose of Solid Waste resulting from the emergency or disaster. Contractor shall help City and Customers recover from the disaster in a prompt and cost-effective manner.

### **15.3 Personnel and Equipment Normally Assigned to City**

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

### **15.4 Additional Costs**

If the emergency or disaster requires the Contractor to rent additional equipment, employ additional personnel, or work existing personnel overtime to Collect additional Solid Waste resulting from the event, Contractor shall receive additional compensation, above its normal compensation in this Agreement, to reimburse Contractor for its additional costs. The Contractor's additional costs shall be based on the incremental amount of tons of Solid Waste resulting from the event, and the additional amount of labor and equipment used by Contractor to Collect Solid Waste resulting from the event. For its additional labor and equipment, City shall reimburse Contractor based on the emergency service rates shown in Exhibit A Exhibit B Exhibit C. Prior to incurring any such additional costs, Contractor shall obtain City's written authorization to incur such costs.

### **15.5 City-wide Effort to Manage Disaster Debris**

In the event that the City decides to oversee a coordinated effort to manage the Collection and Recycling of disaster-related Solid Waste on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

### **15.6 Record Keeping and Reimbursement**

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Solid Waste resulting from the disaster.

### **Section 16 LIQUIDATED DAMAGES**

The City and Contractor acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service in awarding this Agreement to Contractor. The City and Contractor further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The City and Contractor further recognize that if Contractor fails to achieve the performance standards or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it would be impractical and extremely difficult to ascertain and determine the exact amount of damages.

Therefore, without prejudice to City's right to treat such non-performance as an event of default under Section 17, and in accordance with Civil Code Section 1671 and Government Code Section 53069.85, the City and Contractor agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to City, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. The City and Contractor each confirm the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made. Contractor shall pay (as liquidated damages and not as penalty) the amounts shown in Table 5 on the following page.

Table 5 - Liquidated Damages

Item	Amount
a. Failure or neglect to resolve each complaint within the time set forth in this Agreement.	\$50.00 per incident per Customer.
b. Failure to clean up spillage or litter caused by Contractor.	\$100.00 per incident per location.
c. Failure to repair damage to customer property caused by Contractor or its personnel.	\$500.00 per incident per location.
d. Failure to maintain equipment in a clean, safe, and sanitary manner	\$500.00 per incident per day.
e. Failure to have a vehicle operator properly licensed.	\$1,000.00 per incident per day.
f. Failure to maintain office hours as required by this Agreement.	\$100.00 per incident per day.
g. Failure to maintain or timely submit to City all documents and reports required under the provisions of this Agreement.	\$100.00 per incident per day.
h. Failure to properly cover materials in Collection vehicles.	\$50.00 per incident.
i. Failure to comply with the hours of operation as required by this Agreement.	\$100.00 per incident per day.
j. Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.	\$500.00 for each route not completed.
k. Commingling Solid Waste with Recyclable Materials.	\$50.00 per incident.
l. Commingling of materials Collected inside and outside the City of Calabasas.	\$100.00 per incident.
m. Failure to repair or replace damaged carts within the time required by this Agreement.	\$50.00 per incident per day.
n. Failure to deliver or exchange carts within the time required by this Agreement.	\$50.00 per incident per day.
o. Failure to have Contractor personnel in proper uniform.	\$50.00 per incident per day.
p. Failure to provide required communications equipment.	\$50.00 per incident per day.
q. Failure to deliver any Collected materials to the City approved Disposal Site, Materials Recovery Facility, or Organic Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement.	\$100.00 first failure \$250.00 each subsequent failure.
r. Failure to meet vehicle noise requirements.	\$100.00 per incident per day.
s. Failure to meet the alternative fuel vehicle requirements	\$250.00 per incident per day
t. Failure to meet guaranteed minimum diversion rate pursuant to 12.1 on an annual basis.	\$10,000.00 first failure \$15,000.00 each subsequent failure

**Section 17 ADMINISTRATIVE REMEDIES; TERMINATION**

**17.1 Review; Notice; Response; Resolution; Appeal**

**17.1.1. Review of Contractor's Performance**

At any time during the Term of this Agreement, City may review the Quarterly or Annual Reports, and other available information, and may hold a public hearing to determine whether Contractor's performance is satisfactory, and whether to take any action the City deems in its best interest, including taking any action against the Contractor, or making changes to the Agreement.

The reports required by this Agreement shall be utilized as the primary basis for such a review. In addition, any Customer comments or Complaints and any other relevant information may be considered. A Contractor representative shall be entitled to be present and may participate at any public hearing held by City to review Contractor's performance.

**17.1.2. Notice of Deficiencies; Response**

If City Manager determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or disposal of solid and hazardous waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall respond to the written Notification of Deficiencies within thirty (30) days from the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

**17.1.3. Review by City Manager; Notice of Appeal**

The City Manager shall review any written response from Contractor and decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. The City Manager shall promptly inform Contractor, of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within 30 days of receipt of the notification of the adverse decision by the City Manager.

In any "Notice of Appeal" Contractor shall state its factual contentions and include any relevant affidavits, documents, photographs and videotapes which Contractor may choose to submit. In addition, Contractor shall include all of its legal contentions, citing provisions of the Agreement or other laws to support its contentions.

**17.1.4. Review by City Manager; Appeal**

Within thirty (30) days of receipt by the City Clerk of a Notice of Appeal, the City Manager shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Cash Bond or invoke any other remedy in accordance with this Agreement; and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate the Agreement. In addition to the foregoing actions, the City Manager may refer the matter to the City Council for proceedings in accordance with Section 17.1.5 and Section 17.1.6, below. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the City Manager's decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of the Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Clerk (and serves a copy, by mail, on the City Manager and the City Attorney) within 10 calendar days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, photographs and videotapes, which Contractor may choose to submit.

#### **17.1.5. City Council Hearing**

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. If the City Council elects to hear the matter, the City Clerk shall give Contractor fourteen (14) days written notice of the time and place of the administrative hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

1. A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options.
2. The City Manager's written Notification of Deficiencies;
3. Contractor's response to the Notification of Deficiencies;
4. The City Manager's written notification to Contractor of adverse decision;
5. Contractor's Notice of Appeal
6. The City Manager's written notification to Contractor of adverse decision; and
7. The Notice of Appeal to the City Council.

No new legal issues may be raised or new evidence submitted by Contractor or City at this or at any further point in the proceedings, absent a showing of good cause. Contractor's representatives and other interested persons shall have a reasonable opportunity to be heard.

#### **17.1.6. City Council Determination**

Based on the administrative record, the Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose

any other remedy in accordance with this Agreement. The City Council may not terminate the Agreement unless it determines that Contractor is in material breach of a material term of this Agreement or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under the Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final and conclusive. Contractor has the right to seek judicial review from an appropriate court solely as indicated in Section 17.4. With the exception of draws on the Cash Bond, the execution of any of City's remedies under this Section shall be stayed until Contractor has exhausted its appeals under Section 17.1.5 of this Agreement.

### **17.2 Reservation of Rights by City**

Subject to Contractor's rights and exhaustion of its appeals under this Section 17, City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

1. If Contractor practices, or attempts to practice, any fraud or deceit upon the City, or practiced any fraud or deceit or made any intentional misrepresentations in the negotiations which preceded the execution of this Agreement;
2. If Contractor becomes insolvent, unable or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding;
3. If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, Cash and Performance Bonds as required by this Agreement;
4. If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;
5. If Contractor ceases to provide Collection service as required under this Agreement over a substantial portion of the area of the City of Calabasas for a period of two (2) calendar days or more, for any reason within the control of Contractor;

6. If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

7. Any other act or omission by Contractor which materially violates the terms, conditions or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

### **17.3 Cumulative Rights**

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

### **17.4 Appeal To Judicial Court; Hearing Procedures**

Either party to this Agreement at any time after exhaustion of administrative remedies, if applicable, and following the appeal procedure set forth in this Section 17, if applicable, may appeal a disputed matter to the appropriate Judicial Court having Jurisdiction pursuant to California Code of Civil Procedure section 1094.5. The venue of any proceeding in this Agreement shall be as indicated in Section 20.4.

**Section 18 FAILURE TO PERFORM**

Should Contractor for any reason whatsoever, except the occurrence or existence of any of the events or conditions set forth in Section 20.1, "Force Majeure," below, refuse or be unable for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, solid waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement.

City shall provide twenty-four (24) hours prior written notice to Contractor during the period of such emergency, before contracting with another solid waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of period during which Contractor is unable to provide such services. In such event, Contractor shall identify sources from which such substitute solid waste services are immediately available, and shall reimburse City for all of City's expenses for such substitute services during period in which Contractor is unable to provide Collection and transportation services required by this Agreement.

### **Section 19 TRANSFER OR ASSIGNMENT**

The rights granted by this Agreement shall not be transferred, sold, hypothecated, sublet or assigned (collectively "transferred"), nor shall any of the rights or privileges in this Agreement be hypothecated, leased, assigned, sold or transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any person, either by act of Contractor or by operation of law, without the prior written consent of the City expressed by resolution. Any attempt to do any of the foregoing with respect to any of the rights in this Agreement without the consent of City shall be void. For purposes of this Agreement, any dissolution, merger, consolidation, change in control or other reorganization of Contractor shall be deemed an assignment of this Agreement. For purposes of this Section, a change of corporate name and a transfer to an entity under common control or ownership of Contractor shall not be deemed a transfer of rights.

The decision to consent to any assignment shall be in the sole discretion of the City Manager, as approved by Resolution adopted by the City's City Council.

Any application for a transfer of rights shall be made in a manner prescribed by the City Manager. The application shall include a transfer fee in an amount equal to fifty thousand dollars (\$50,000.00). The transfer fee shall be paid by Contractor or Contractor's assignee upon any such transfer of this Agreement. If City does not receive the transfer fee within thirty (30) days of the transfer date, City shall have the right to terminate this Agreement. The City, in its sole discretion, may waive all or any portion of the transfer fee.

Each and all of the provisions, agreements, terms, covenants, and obligations in this Agreement to be performed by Contractor shall be binding upon any transferee.

## **Section 20 GENERAL PROVISIONS**

### **20.1 Force Majeure**

Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or disposal services of Contractor are temporarily interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Calabasas; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires (including brushfires); strikes, lockouts and other labor disturbances; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or disposal of Solid Waste by Contractor as required under this Agreement, City may elect to exercise its rights under Section 17 of this Agreement.

### **20.2 Independent Status**

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, Contractors and sub-contractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the disposal of hazardous substances. Contractor nor its officers, employees, agents or sub-contractors shall obtain any rights to retirement or other benefits, which accrue to City employees.

### **20.3 Compliance with Laws and Regulations**

Contractor shall comply with all applicable laws and implementing regulations of the federal and state government, as they, from time to time, may be amended, specifically including, but not limited to, RCRA, CERCLA, and AB 939; and, all applicable ordinances of the City.

### **20.4 Law to Govern; Venue**

The law of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between

the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

**20.5 Amendments**

All amendments to this Agreement shall be in writing, duly executed by the parties. Purported oral amendments shall be void and of no force or effect.

**20.6 Notices**

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To City:           City Manager  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

Copy to:           Director of Public Works  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

Copy to:           City Attorney  
                          City of Calabasas  
                          100 Civic Center Way  
                          Calabasas, CA 91302

To Contractor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Copy to:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, upon the date of the return receipt.

#### **20.7 Savings Clause and Entirety**

If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

#### **20.8 Attorney's Fees**

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies in this Agreement or the enforcement of any of the terms, conditions, or provisions in this Agreement.

#### **20.9 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced in this Agreement and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

WITNESS the execution of this Agreement on the day and year written below.

CITY OF CALABASAS

By: \_\_\_\_\_

Lucy M. Martin, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

CONTRACTOR

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

**Exhibit A**

**Rate Schedule – Cart Collection Services**

Service Description	Monthly Rates		
	Basic	Condo	Valet
<b>Standard Services:</b>			
32 gallon refuse cart			
64 gallon refuse cart			
96 gallon refuse cart			
<b>Extra Carts:</b>			
Extra 64 gallon refuse cart			
Extra 96 gallon refuse cart			
Extra 96 gallon recycling cart	N/Charge	N/Charge	N/Charge
Extra 96 gallon organics cart	N/Charge	N/Charge	N/Charge
<b>Other Services:</b>			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00
Bulky Item Unit Charge (per item)			\$15.00
Cart exchange fee (per cart)			\$20.00
Food Waste Pail			\$10.00
Cart replacement fee (per cart)			\$60.00
Stop Service – restart fee			\$20.00
Emergency Service Hourly Rate – Sideloader with Driver			\$125.00

**Exhibit B**  
**Rate Schedule – Regular Bin and Rolloff Collection Service**

<b>Monthly Rates for Regular Bin Collection Service</b>						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
2 yard						
3 yard						
4 yard						
6 yard						
<b>Extra Services:</b>						
Extra Pickup – 2 yard			55% of proposed once per week rate			
Extra Pickup – 3 yard			50% of proposed once per week rate			
Extra Pickup – 4 yard			45% of proposed once per week rate			
Extra Pickup – 6 yard			40% of proposed once per week rate			
Bin with Lock (per bin per pickup)			\$10.00			
Bulky Item Pickup Charge for bulky pickups in excess of three (3) per calendar year (per pickup)			\$25.00			
Bulky Item Unit Charge (per item)			\$15.00			
Emergency Service Hourly Rate – Front-loader with Driver			\$125.00			

<b>Rates for Regular Rolloff Collection Service</b>	
Service Description	Rate
Regular Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
<b>Delivery</b> (1/2 of proposed Load Charge)	
<b>Dry Run</b> (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

**Exhibit B-1**

Rate Schedule – Optional Commercial Organics Collection

<b>Monthly Rates for Regular Bin Collection Service</b>						
Bin Size	Pickups per Week					
	1	2	3	4	5	6
64 gallon						
96 gallon						
2 yard						
3 yard						

**Exhibit C**

***Rate Schedule Temporary Bin and Rolloff Collection***

Rates for Regular Rolloff Collection Service	
Service Description	Rate
Temporary Bin Rates:	
Temporary FEL Bin (rate for delivery and 1 <sup>st</sup> pickup)	
Temporary FEL Bin (rate per pickup for additional pickups)	
Temporary Rolloff Rates:	
Load Charge (rate per load)	
Tipping Fee (rate per ton)	
<b>Delivery</b> (1/2 of proposed Load Charge)	
<b>Dry Run</b> (1/2 of proposed Load Charge)	
Emergency Service Hourly Rate – Rolloff truck with Driver	\$100.00

**Exhibit D**

**Rate Adjustment Example**

**Table 1 – Calculation of Service Component**

CPI - December 2013	239.9
CPI – December 2014	240.5
<b>Percent change in CPI</b>	<b>0.3%</b>

**Table 2 – Calculation of Fuel Component**

PPI – December 2013	112.6
PPI – December 2014	126.3
<b>Percent change in PPI</b>	<b>12.2%</b>

**Table 3 – Calculation of Disposal Component**

Next prior year tipping fee - 12 month average	\$46.00
Prior year tipping fee - 12 month average	\$49.00
<b>Percent change in tipping fee</b>	<b>6.5%</b>

**Table 4 – Calculation of Rate Adjustment Percentage**

Rate Component	Relative Weight	Adjustment Factor	Weighted Adjustment Percentage
Service	65%	0.3%	0.2%
Fuel	5%	12.2%	0.6%
Disposal	30%	6.5%	2.0%
<b>Weighted Rate Adjustment Percentage</b>			<b>2.8%</b>

**Exhibit E**  
**Bus Stop Containers**

No.	Location	Frequency
1	Mulholland Hwy @ Freedom Drive - Southbound; Southwest of Intersection	1x/wk
2	Mulholland Hwy @ Eddingham - Westbound; West of Intersection	1x/wk
3	Mulholland Hwy @ Calabasas High School - Westbound	1x/wk
4	23777 Mulholland Hwy @ Calabasas Village - Southbound	1x/wk
5	Mulholland Hwy @ Viewpoint School - Northbound	1x/wk
6	Mulholland Hwy @ Paul Revere - Southbound; North of Intersection	1x/wk
7	Mulholland Hwy @ Paul Revere - Northbound; North of Intersection	1x/wk
8	Old Topanga Cyn @ Calabasas High School - Northbound	1x/wk
9	Old Topanga Cyn @ Wrencrest - Northbound; Northeast of Intersection	1x/wk
10	Old Topanga Cyn @ Palmdrive - Southbound; NW of Intersection	1x/wk
11	Park Sorrento @ Park Ora - Northbound; 350 ft. North of Intersection	1x/wk
12	Park Sorrento @ Park Ora - Southbound; 350 ft. North of Intersection	1x/wk
13	Civic Center Way @ Park Sorrento - Westbound ; West of Intersection	1x/wk
14	Parkway Calabasas @ Camino Portal - Eastbound; East of Intersection	1x/wk
15	Parkway Calabasas @ Paseo Primario - Northbound; Northeast of Intersection	1x/wk
16	Mureau Rd @ Las Virgenes - Eastbound; 200 ft. East of Intersection	1x/wk
17	5736 Las Virgenes Road - Northbound	2x/wk
18	Las Virgenes Rd. @ Mont Calabasas Rd. - Southbound	2x/wk
19	Thousand Oaks Blvd @ Ruthwood Dr. - Westbound (East of Intersection)	1x/wk
20	Parkmor Rd. @Adamor Rd. - Northbound	2x/wk
21	Thousand Oaks Blvd @ Las Virgenes Rd. - Westbound; 100 ft. E. of Intersection	1x/wk
22	Las Virgenes Rd. @ Parkmor Rd - Northbound; Northeast of Intersection	2x/wk
23	Las Virgenes Rd. @ Thousand Oaks Blvd - Southbound; SW of Intersection	2x/wk
24	Las Virgenes Rd. @ Shell Gas Station - Southbound	2x/wk
25	Las Virgenes Rd. @ A.E. Wright School - Southbound	2x/wk
26	Meadow Creek Lane @ Oleander Ct. Southbound; Southwest of Intersection	1x/wk
27	Lost Hills Rd @ De Anza Park - Southbound	1x/wk
28	Agoura Rd @ Las Virgenes Rd. - Westbound; 120 ft. West of Intersection	2x/wk
29	Agoura Rd @ Las Virgenes Rd - Eastbound; 250 ft. West of Intersection	2x/wk
30	Agoura Rd @ 26653 (Company Café) - Westbound	2x/wk
31	Agoura Rd @ Lost Hills Rd - Westbound; East of Intersection	2x/wk
32	Agoura Rd. @ Lost Hills Rd. - Eastbound; East of Intersection	2x/wk
33	Agoura Rd @ Malibu Hills - Westbound	2x/wk
34	Agoura Rd @ Malibu Hills - Eastbound; By Sheriff Station	2x/wk
35	27040 Malibu Hills Rd (Community Center) - Southbound	2x/wk
36	26660 Agoura Rd (Tech Center) - Eastbound	2x/wk
37	Las Virgenes Rd. @ 101 South Onramp - Northbound	2x/wk

**Exhibit F**  
**Sidewalk Litter Containers**

<b>No.</b>	<b>Location</b>	<b>Frequency</b>
1	Parkway Calabasas @ Calabasas Road - Southbound	1x/wk
2	24005 Calabasas Road (Lovi's) - Westbound	1x/wk
3	23741 Calabasas Road - (Between Babies R Us and Chase Bank) - Westbound	1x/wk
4	Park Granada @ Calabasas Road - Northbound ; South of Intersection	1x/wk
5	Park Granada @ Calabasas Road - Southbound; 200 ft. South of Intersection	1x/wk
6	Park Granada @ Park Capri - Westbound	1x/wk
7	Park Granada @ Park Capri - Eastbound	1x/wk
8	Park Granada @ Parkway Calabasas - Westbound	1x/wk
9	Park Granada @ Parkway Calabasas - Eastbound	1x/wk

**Exhibit G**

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, [Contractor] a California Corporation, as PRINCIPAL, and \_\_\_\_\_, a Corporation organized and doing business by virtue of the laws of the State of California, and authorized for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to the City of Calabasas, a municipal corporation of the State of California, hereinafter called OBLIGEE, in the penal sum of \$\_\_\_\_\_ lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract on \_\_\_\_\_, 2015, entitled "\_\_\_\_\_ COLLECTION SERVICES AGREEMENT" with the OBLIGEE, to do and perform the following work, to wit: Collect Solid Waste, Recyclable Materials, and Organic Materials and deliver such material for processing at the approved facilities that are generated within the City of Calabasas, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_  
(SURETY)



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

---

**DATE:** JUNE 2, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

**SUBJECT:** OVERVIEW OF THE NATIONAL PARK SERVICE RIM OF THE VALLEY CORRIDOR STUDY AND ENVIRONMENTAL ASSESSMENT AND AUTHORIZATION TO SUBMIT A LETTER OF SUPPORT FOR THE COUNCIL'S DESIRED ALTERNATIVE

**MEETING DATE:** JUNE 24, 2015

---

**SUMMARY RECOMMENDATION:**

That the City Council reviews the National Park Services Rim of the Valley study and environmental assessment, and authorizes a letter of support for the Council's desired alternative.

**BACKGROUND:**

As authorized by Congress under the Consolidated Natural Resources Act of 2008, the National Park Service (NPS) was directed to study the feasibility of designating all or some of the area known as the Rim of the Valley Corridor as a unit of the Santa Monica Mountains National Recreation Area, and to determine a means for protection and interpretation of the corridor by public and private agencies. The Rim of the Valley Corridor is generally described as the ring of mountains surrounding the San Fernando Valley, La Cresenta, Santa Clarita, Simi and Conejo Valleys of Southern California.

The effort was initially launched in the summer of 2010, and has progressed to the release of the April 2015 Draft Special Resources Study and Environmental

Assessment, copies of which are available in the City Library and Public Counter, and linked on the City's Planning Department website. There are currently four alternatives being proposed, for which alternative "C" is the preferred alternative. They can be summarized as follows:

Alternative A- Continuation of Current Management (No Project/No Action)

Status quo. Nothing changes, and there is a continuation of "current management" by the SMMNRA of areas under its jurisdiction. (Attachment A)

Alternative B – Cooperative Conservation Partnership

The existing SMMNRA boundary would remain as is. A Cooperative Conservation Plan would be developed by the NPS. Through the Plan, agencies, landowners and organizations would work together to establish regional goals and priorities for protection of significant resources, like wildlife corridors, and recreation and education. Federal, state, local and private organizations could participate in developing and initiating implementation of the Plan. The Plan would not establish additional regulatory or land use authority over existing governmental agencies. Local government participation and implementation actions would be voluntary. Following completion of the Plan, SMMNRA would provide technical assistance to agencies and organizations to achieve the goals of the Plan. The Plan would identify priorities for land conservation and enhancing habitat connectivity between parks, open space, etc. Existing park and open space authorities would use the plan to target future land conservation efforts. (Attachment B)

Alternative C – Rim of the Valley Boundary Adjustment (NPS Preferred Alternative)

This alternative is similar to Alternative B in terms of not establishing additional regulatory or land use authority over existing governmental agencies, and in implementing cooperative conservation approaches and providing technical assistance. However, it adds 173,000 acres to the SMMNRA boundary mostly in the eastern portion of the study area (San Fernando, La Crescenta, L.A. River, etc.). But, it also speaks of adding acreage in this general area. It would allow the NPS to use its full range of tools and authorities for resource protection including land acquisition, inventorying and monitoring, and a variety of resource protection projects. The current inventory and monitoring program of SMMNRA would be expanded to include the new areas and would inform decision-making for resource management. (Attachment C)

Alternative D – Regional Rim of the Valley Boundary Adjustment with Cooperative Conservation Areas

This alternative adds even more land - 313,000 acres - to the SMMNRA, including eastern portions of the study area and some western and northern portions, including much of the cities in the Conejo Valley area. Management by existing agencies, local governments, organizations, private landowners, etc. would

continue as is. However, the NPS would become a “partner” in the management of the additional areas with authority to expend funds on land protection/acquisition, visitor facilities, interpretive and educational programs, and inventorying and monitoring of resources in the area. The NPS would only consider purchasing land from willing sellers, and would have no land use regulatory authority for lands it doesn’t own. This alternative mentions implementing cooperative conservation approaches, similar to Alternative C. (Attachment D)

Alternatives B, C, and D would all impact a greater area than is currently under NPS jurisdiction for the SMMNRA. Alt. B would expand upon the current limits by adding territory which would be identified as “Cooperative Conservation Partnership” lands, while Alt. C and D would formally add those new land areas to the SMMRCA territory formally as an expanded SMMNRA. The primary difference between Alt. C and Alt. D is that the latter expands the SMMNRA territory even further – to the full extent of the study area to encompass thousands of acres in Ventura County to the west, and incorporates a more proactive approach for wildlife habitat linkages, of which two are identified within and adjacent to Calabasas.

Lands within the City of Calabasas that are not currently located within the SMMNRA and that would be added under either Alternative C or D include much of the City between Mulholland on the south and US 101 on the North (Attachment E), and include:

- The Oaks
- Calabasas Park Estates
- Vista Point
- Westridge
- Greater Mulwood
- The Bird Tracts
- Park South
- Civic Center

If implemented, a change in the SMMNRA boundary under Alternatives C and D could have some effect on public and privately owned lands within the new jurisdictional boundaries, even though existing regulatory authorities are proposed to remain. For example, the NPS regulations on lands within the boundary area could include those pertaining to mineral extraction, and non-federal oil and gas rights. New or existing solid waste sites, such as the Calabasas landfill, could fall under federal government regulations requiring them to obtain operating permits from NPS. Proposed changes to land uses are not identified at this time, but could be specified in the legislative authority authorizing a boundary expansion. And to the extent that the study has generated new data on significant area resources and

habitat, it may result in additional CEQA analysis for individual projects falling within the final adopted boundaries.

**FISCAL IMPACT/SOURCE OF FUNDING:**

At this time and absent a final alternative selection, Staff cannot project what costs may accrue to the City.

**REQUESTED ACTION:**

That the City Council reviews the National Park Services Rim of the Valley study and environmental assessment, and authorizes a letter of support for the Council's desired alternative.

**ATTACHMENTS:**

Attachment A: Continuation of Current Management

Attachment B: Cooperative Conservation Partnership

Attachment C: Rim of the Valley Boundary Adjustment

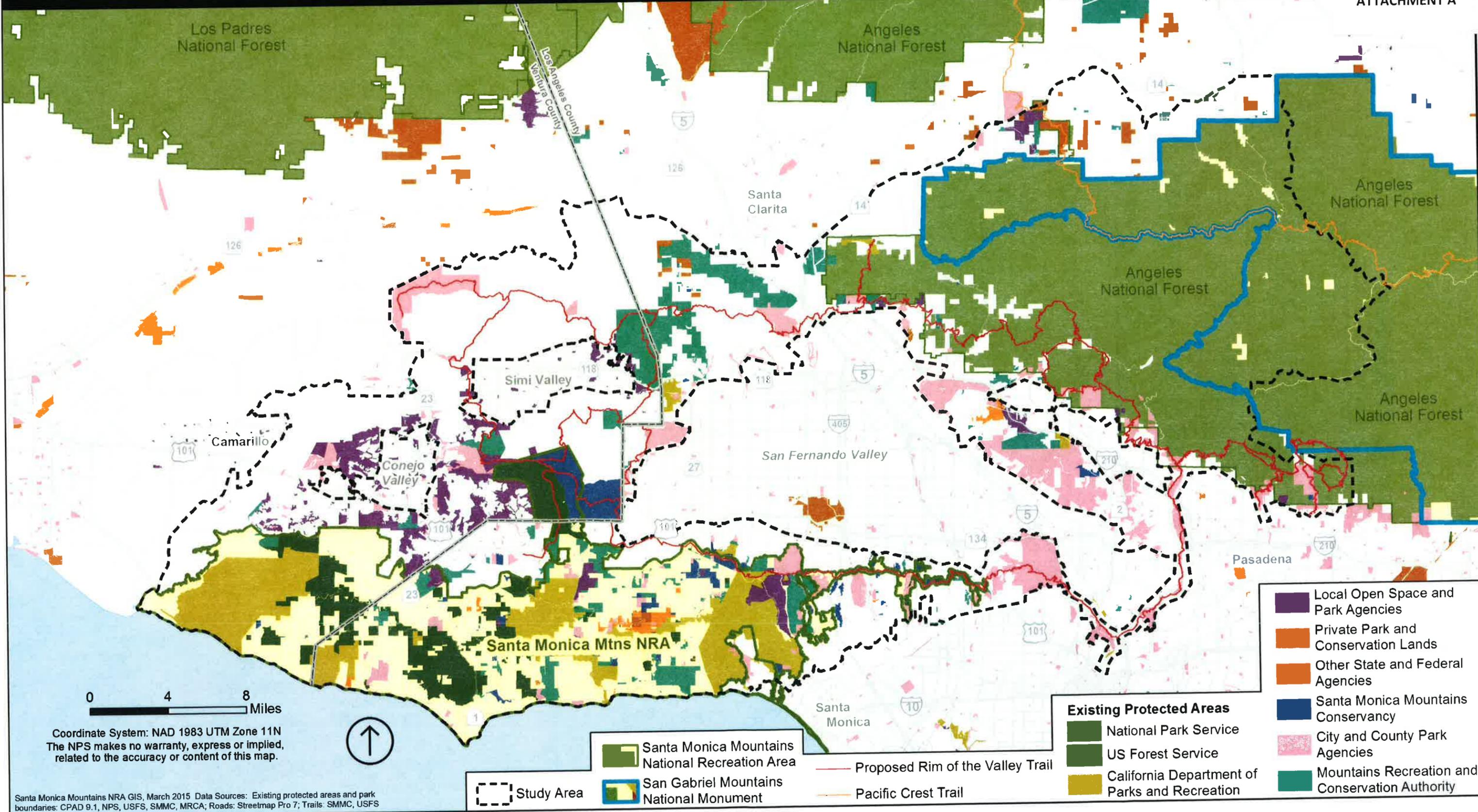
Attachment D: Rim of the Valley Boundary Adjustment and Cooperative Conservation Areas

Attachment E: NPS Rim of the Valley, Alt C and D



# Alternative A

## Continuation of Current Management (No Action)



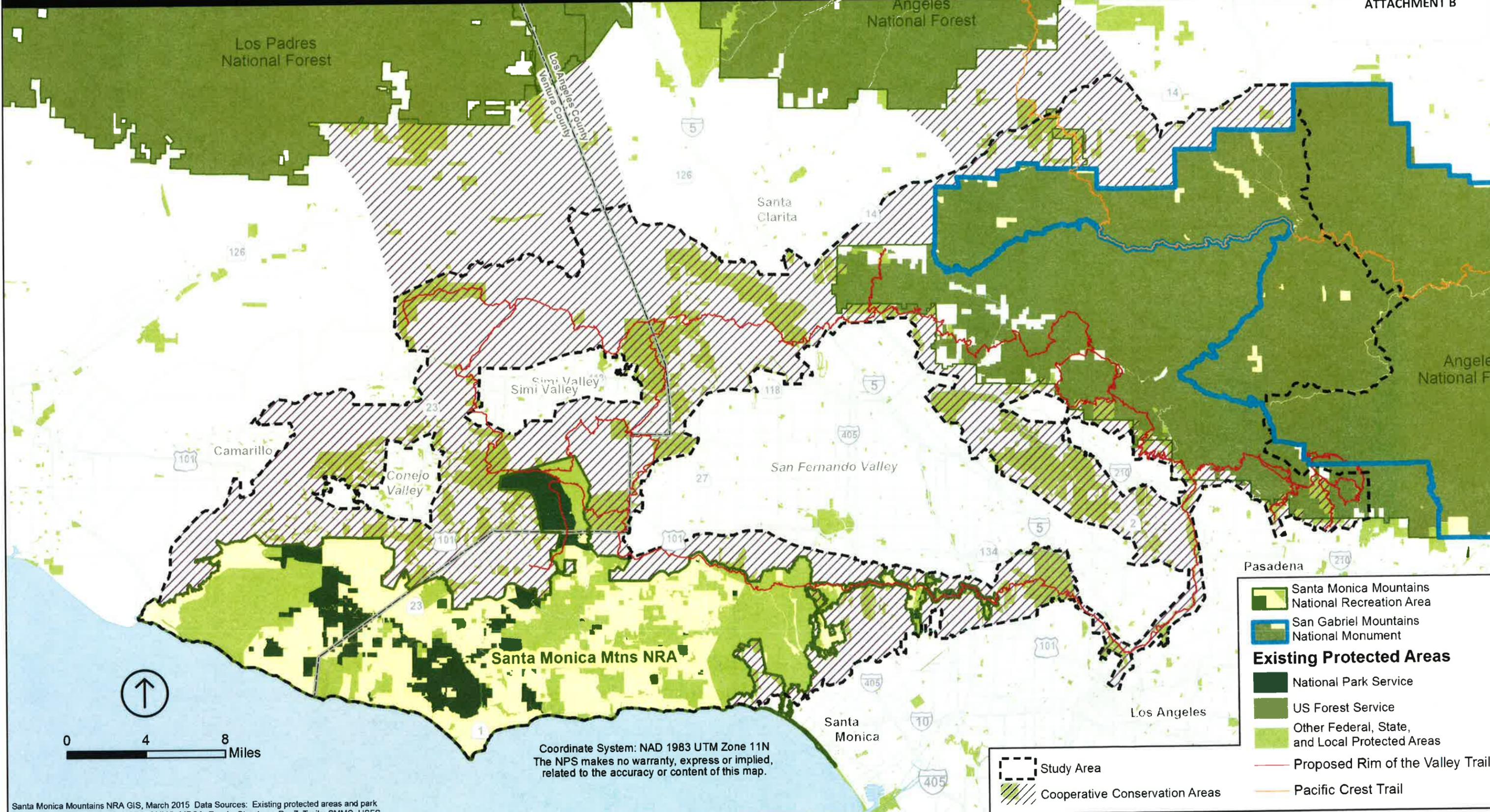
Coordinate System: NAD 1983 UTM Zone 11N  
The NPS makes no warranty, express or implied, related to the accuracy or content of this map.

Santa Monica Mountains NRA GIS, March 2015 Data Sources: Existing protected areas and park boundaries: CPAD 9.1, NPS, USFS, SMMC, MRCA; Roads: Streetmap Pro 7; Trails: SMMC, USFS

- Study Area
  - Santa Monica Mountains National Recreation Area
  - San Gabriel Mountains National Monument
  - Proposed Rim of the Valley Trail
  - Pacific Crest Trail
- | Existing Protected Areas |   |
|--------------------------|---|
|                          | National Park Service                           |
|                          | US Forest Service                               |
|                          | California Department of Parks and Recreation   |
|                          | Local Open Space and Park Agencies              |
|                          | Private Park and Conservation Lands             |
|                          | Other State and Federal Agencies                |
|                          | Santa Monica Mountains Conservancy              |
|                          | City and County Park Agencies                   |
|                          | Mountains Recreation and Conservation Authority |

# Alternative B

## Cooperative Conservation Partnership



0 4 8 Miles

Coordinate System: NAD 1983 UTM Zone 11N  
The NPS makes no warranty, express or implied, related to the accuracy or content of this map.

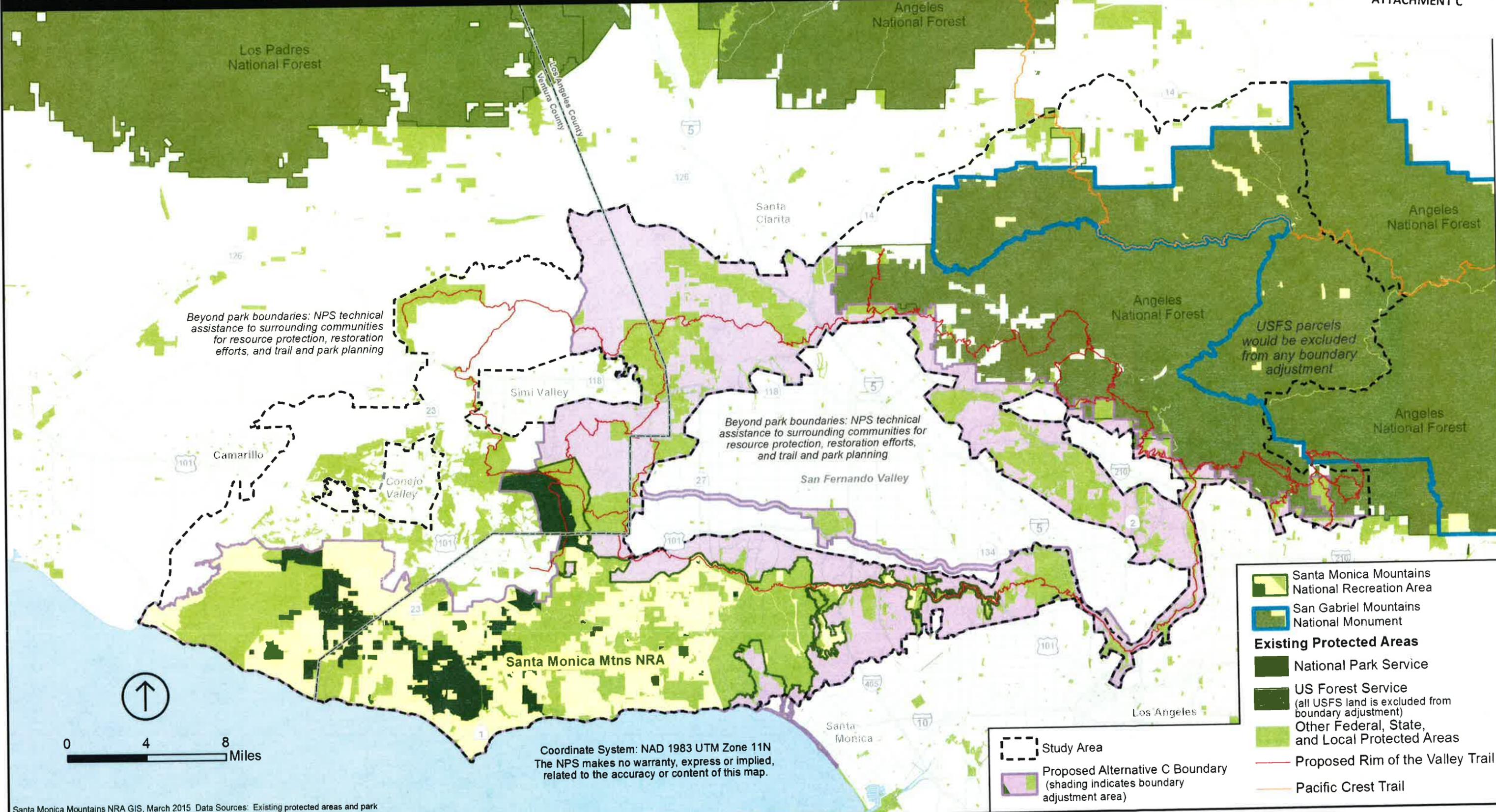
# Alternative C (NPS Preferred Alternative)

## Rim of the Valley Boundary Adjustment

National Park Service  
U.S. Department of the Interior



ATTACHMENT C



Santa Monica Mountains NRA GIS, March 2015. Data Sources: Existing protected areas and park boundaries: CPAD 9.1, NPS, USFS, SMMC, MRCA; Roads: Streetmap Pro 7; Trails: SMMC, USFS

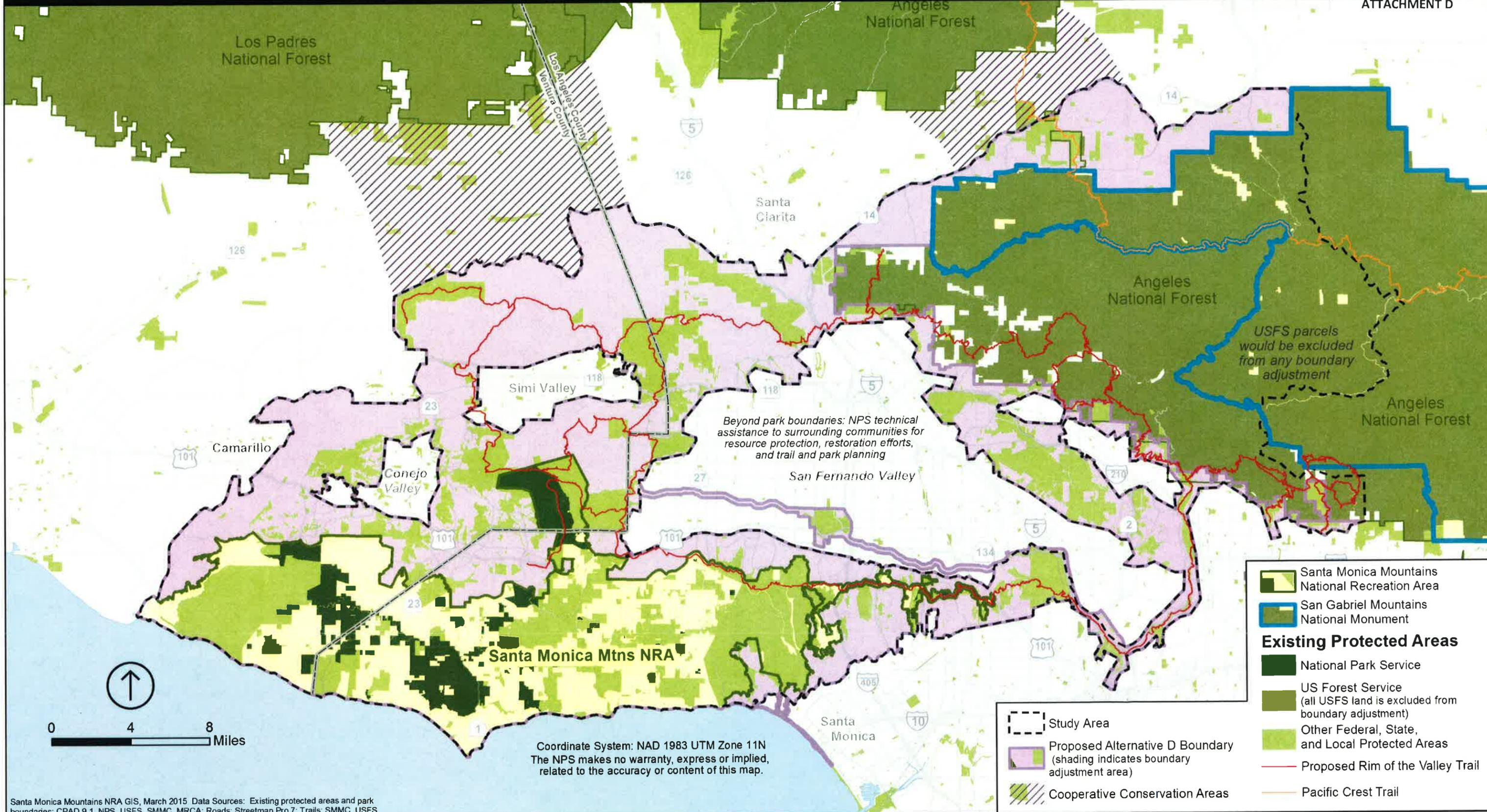
# Alternative D

## Regional Rim of the Valley Boundary Adjustment and Cooperative Conservation Areas

National Park Service  
U.S. Department of the Interior

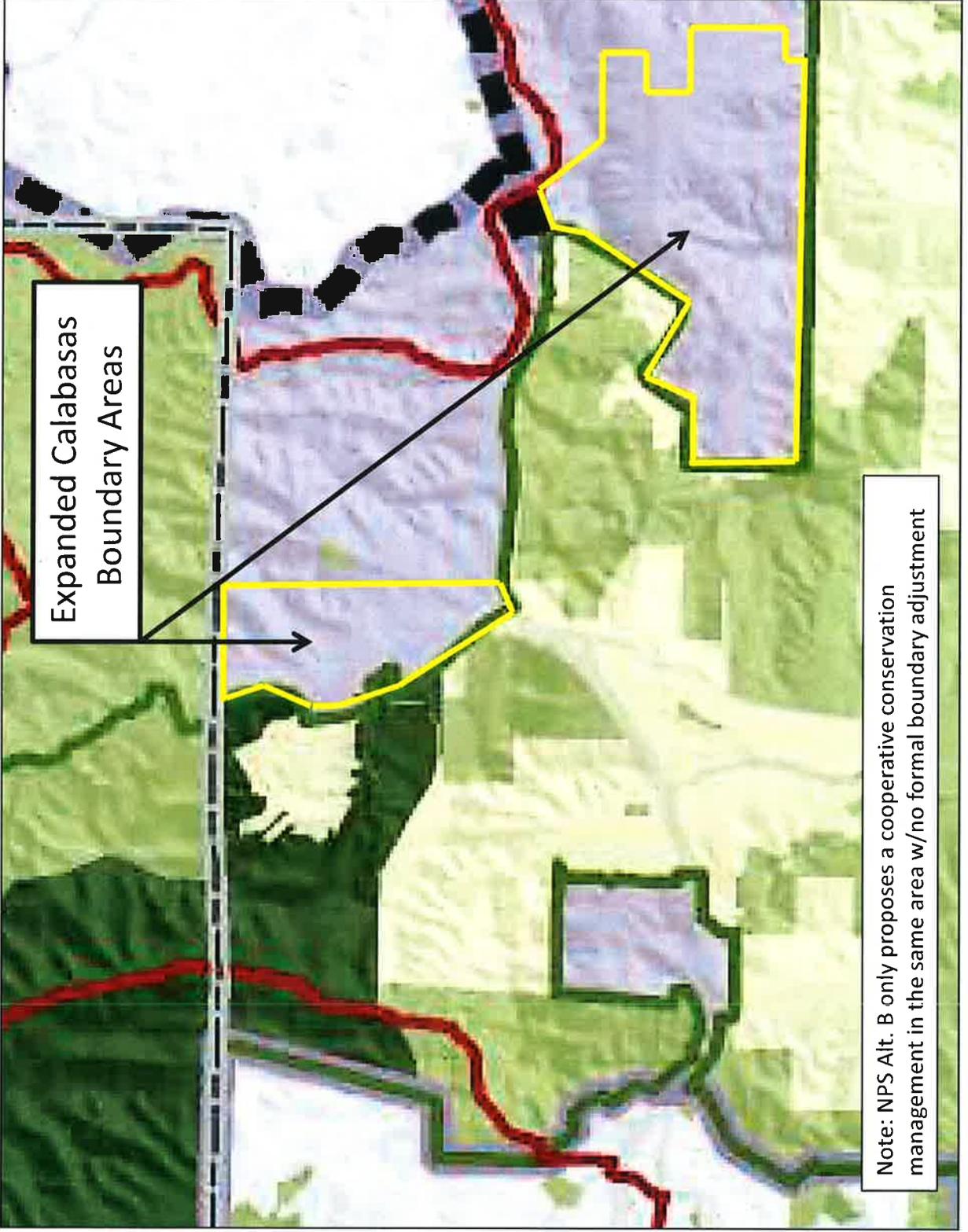


ATTACHMENT D



Santa Monica Mountains NRA GIS, March 2015 Data Sources: Existing protected areas and park boundaries: CPAD 9.1, NPS, USFS, SMMC, MRCA; Roads: Streetmap Pro 7; Trails: SMMC, USFS

# NPS Rim of the Valley – Proposed Boundary, Alt. C and D





**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 15, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER**

**SUBJECT: DESIGN CONSIDERATIONS FOR THE CITY-WIDE MEDIAN STREET NAME SIGN REPLACEMENT PROGRAM**

**MEETING DATE: JUNE 24, 2015**

---

**SUMMARY RECOMMENDATION:**

Staff recommends that the City Council examine the different facets of the proposed new median street name sign model and provide input for a preferred design.

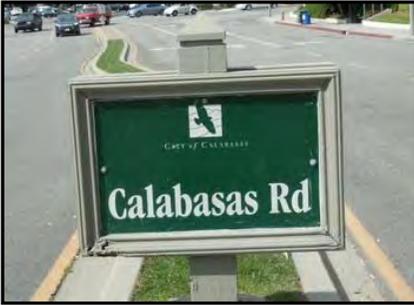
**BACKGROUND:**

The existing median street name signs are approximately 20 years old and have experienced a varying degree of deterioration based on their location and exposure to environmental elements. They are composed mostly of painted wood and their exposure to the sun, rain and wind have caused the wood to rot, the paint to fade and peel and the various trim and wood details to detach and deteriorate. Figures 1, 2 and 3 show examples of the median street name sign deterioration.

Needless to say, the signs have deteriorated to a point that is significantly below what is acceptable in Calabasas and has produced a very negative image to our residents and visitors.

The City-Wide Median Street Name project will eradicate this problem and has the following components and benefits:

- 1] Replace all median street name signs city-wide;
- 2] The new design has materials and artistry that more reflects the City of Calabasas' refined nature; and
- 3] The signs' materials are more durable and will retain their original condition longer while simultaneously reducing maintenance costs.



*Figure 1*



*Figure 2*



*Figure 3*

**DISCUSSION/ANALYSIS:**

The City's Public Works and Community Development Departments have worked with Sustainable Solutions to create a full scale model of the new median street name sign. Sustainable Solutions is a hardscape design and design studio that produces architectural elements for many different types of clients and successfully and cohesively integrates their client's needs with the appropriate hardscape materials, textures, colors and patterns. Their approach is to work with clients, listen to their specific needs and integrate the creative process of design and function to bring their client's vision to reality.

The full-scale model shown in Figure 4 has several different materials, textures, colors and patterns built into it so that each individual councilmember can examine the options in the proposed design and choose the combination of design elements that will best reflect the City of Calabasas' image and character.



*Figure 4*

The full-scale model will be presented at the meeting so that the City Council has the opportunity to see a real-sized rendition of the design and the proposed options.

In the next subsections, this report will describe the different design elements so that the City Council can make a well-informed decision on the preferred components and composite design. The design elements are primarily grouped into the following three categories:

- 1] Materials and Color
- 2] Size and Proportions
- 3] Type of Illumination

### **Materials and Color**

The columns that bridge the wooden beam and street name placard are made with either a natural stone or brick veneer with a unique color scheme for each veneer. The model has both designs that are built on opposite sides of it.

### **Crown Alternatives**

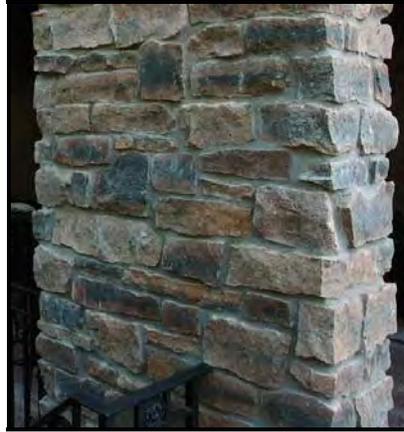
The crown on the left column has a bullnose frame and is painted smooth wood. The crown on the right column is standard frame and is painted textured wood. Figure 5 shows a close-up of the standard frame that shows the textured surface crown finish.



*Figure 5*

### **Veneer Alternatives**

The natural stone alternative utilizes Natural Stone Veneers' **Concord** veneer. It is shown in Figure 6.



*Figure 6*

The color scheme in this alternative is lighter overall than the brick alternative and includes lighter shades of stone, mortar, beam and crown color and background area of the Calabasas' Hawk logo. The stone's colors are primarily tan, cream, grey and light brown. The mortar, beam and crown color are light to medium shades of grey. The background area of the Calabasas' Hawk logo is a light cream shade. Figure 7 shows this proposed design.



*Figure 7*

The brick alternative uses Muick's **Embarcadero** veneer. It is shown in Figure 8.



*Figure 8*

The color scheme in this alternative is a bit darker than the natural stone alternative and includes darker shades of stone, mortar, beam and crown color and background area of the Calabasas' Hawk logo. The stone's colors are primarily dark tan and medium to dark brown. The mortar, beam and crown color are medium to dark brown. The background area of the Calabasas' Hawk logo is a darker cream shade. Figure 9 shows this proposed design.



*Figure 9*

### **Size and Proportions**

The full scale model is shown in Figure 4. It is intended to depict different design options so that comparisons can be made and, ultimately, a final design be determined. The left column dimensions are 19" x 19"; whereas the right column is 20" x 20". Although there is only a 1" difference between the two they appear somewhat different and, like the crowns, produce opposing looks.

### **Type of Illumination**

There are several different options for lighting the signs; they are discussed in the following subsections.

#### **Underhanging the lighting**

With this method, the lights would be mounted on the bottom lip of the crown and would direct the lighting downwards to the base of the columns and outwards to illuminate the street name sign.

Internally mount the lighting

Lights would be mounted in the center of the bottom of the crown. The illumination would be directed outwards in all directions and be directed outwards through the openings along the top of the columns.

Spotlight type lighting

A spotlight would be mounted on the ground in front of the sign. The lighting would be directed upwards and outwards to illuminate the street name sign and the columns together

Underhanging Lighting of the Calabasas Hawk

This approach would be attach underhanging lights above the hawk and direct a very soft glow of illumination of the bronzed hawk portion of the column.

A combination of these various lighting schemes should be determined that most appropriately address the need for making the signs visible during the nighttime and create the desired effect at the sign locations. These lighting methods will be demonstrated during the council meeting.

**FISCAL IMPACT/SOURCE OF FUNDING:**

The City has 32 median signs and can be funded with the following methods. Depending on their location they can be funded by the following sources:

- 1) Ad Valorem Landscape District Funding*
- 2) Measure R Project Locations*
- 3) General Fund*

**REQUESTED ACTION:**

Staff recommends that the City Council examine the different facets of the proposed new median street name sign model and provide input for a preferred design.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

---

**DATE:** JUNE 15, 2015

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUBJECT:** VOTER OUTREACH UPDATE AND DISCUSSION

**MEETING**

**DATE:** JUNE 24, 2015

---

**SUMMARY RECOMMENDATION:**

That the City Council receive update and discuss information regarding the Voter Outreach Program timeline.

**BACKGROUND:**

At the February 26, 2014, meeting, the City Council reviewed and provided recommendations for the Voter Outreach Program.

**RECOMMENDATION:**

That the City Council receive update and discuss information related to the Voter Outreach timeline.

**ATTACHMENTS:**

Updated Voter Outreach Program Timeline

## VOTER OUTREACH PROGRAM UPDATE

ITEM 11 ATTACHMENT

<b>E minus</b>	<b>Action</b>	<b>Method</b>	<b>Update</b>
-300	Collaboration with LA County Registrar Recorders Office	1. Ongoing	1. Ongoing
-279	Voter Registration Cards	1. Recreation Activity Guide  2. All City facilities  3. Link on eNews 4. Link on Website	1. 13,000 included in Spring/Summer Recreation Activity Guide  2. 100 each were distributed and are replenished on an ongoing basis to Agoura Hills/Calabasas Community Center, De Anza Park, Tennis & Swim Center, Chamber of Commerce, Creekside, Library and City Hall  3. Ongoing 4. Ongoing
-278	Election logo/page	1. Media Operations set up/created	1. Completed
-250	Imbed hyperlink to Secretary of State, register to vote website	1. Website 2. Staff email signature	1. Included on election page 2. Staff email signature

## VOTER OUTREACH PROGRAM UPDATE

-187	Collaboration with Voter Information Project	1. The Voting Information Project (VIP) works with states to provide official information to voters about where to vote and what's on their ballots	1. Working with our IT staff to see if it's feasible
-187	Encourage voters to register for e-sample ballots	1. Link on Website and eNews	1. Ongoing
-187	Collaboration with LVUSD	1. The School District will consolidate their election with the City of Calabasas	1. LVUSD consolidation request scheduled for August 12 meeting. Ongoing
-172	Graduating High School Students Outreach	1. Letters from the City Clerk to all graduating students with voter registration cards	1. 475 letters with cards were delivered to Calabasas High School for distribution on May 22
-135	Voter registration drive	1. Concerts at the Lake	1. Tentatively scheduled for one of the August concerts
-135	Precincts/Polling Locations	1. Seek additional polling locations	1. Confirmed: Tennis & Swim Center; De Anza; Bay Laurel; Lupin Hill, AC Stelle. Awaiting response from private residence. Chaparral and Calabasas Village Mobile Home Park no longer available.

## VOTER OUTREACH PROGRAM UPDATE

-130	Poll worker opportunities	1. Postcards	1. Postcards mailed to previous and new prospective pollworkers
-130	Nomination period dates; number of Council vacancies and Measure O	1. Council Announcement	1. Periodic announcements
-125	Election announcement	1. Homeowners Associations	1. To be distributed to Homeowner Associations
-60	Vote by mail applications	1. Vote by mail applications 2. All City facilities 3. Links on eNews	1. Schedule for Fall/Winter Guide 2. Ongoing 3. Ongoing
-50	Election information	1. CTV 2. CTV Crawl 3. PSA 4. Website 5. Posters 6. Social Media 7. City's Mobile app	Scheduled
-40	Register to vote	1. City's "On Hold" Messaging Announcement 2. eNews 3. Website 4. CTV 5. Posters 6. Social Media	Scheduled

## VOTER OUTREACH PROGRAM UPDATE

-35	Outreach to residences with no record of registered voter	1. Mailing	1. Working with the County to see if this feasible
-30	Get out and vote, and vote-by-mail information	<ol style="list-style-type: none"> <li>1. City's "On Hold" Messaging Announcement</li> <li>2. eNews</li> <li>3. Website</li> <li>4. CTV</li> <li>5. Posters</li> <li>6. Social Media</li> <li>7. Council Announcement</li> </ol>	Scheduled
-30	Voter Registration Card/Vote by Mail Application	<ol style="list-style-type: none"> <li>1. eNews</li> <li>2. Website</li> <li>3. All City facilities</li> </ol>	Scheduled/Ongoing
-20	Speaking engagement to Homeowners' Associations	1. League of Women Voters	Scheduled
-25	Reminder about register to vote and a vote-by-mail deadlines	<ol style="list-style-type: none"> <li>1. Robocall</li> <li>2. City's "On Hold" Messaging Announcement</li> <li>3. eNews</li> <li>4. Website</li> <li>5. CTV</li> <li>6. Social Media</li> <li>7.</li> </ol>	Scheduled

## VOTER OUTREACH PROGRAM UPDATE

-14	Reminder to return vote-by-mail ballots	1. Postcard 2. Robocall 3. Vote-by-mail Banners	Scheduled
-3	Get out and vote	1. Vote Banners 2. Robocall	Scheduled



**CITY of CALABASAS**

**CITY COUNCIL AGENDA REPORT**

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**DATE: JUNE 17, 2015**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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



**SUBJECT: COUNCIL DISCUSSION REGARDING THE 2015 STATE OF THE CITY ADDRESS**

**MEETING**

**DATE: JUNE 24, 2015**

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**SUMMARY RECOMMENDATION:**

At the request of Mayor pro Tem Bozajian and Councilmember Gaines, this item is being presented for Council discussion.

**RECOMMENDATION:**

That the City Council discuss and provide direction to staff in regard to the 2015 State of the City Address.

**ATTACHMENT:**

None.



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<b>Administrative Services</b>					
91510	6/3/2015	RMS PRINTING LLC	CIP ENVELOPES	865.25	Administrative Services
91595	6/10/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	90.00	Administrative Services
91493	6/3/2015	CYBERCOPY	COPY/PRINTING SERVICE	46.01	Administrative Services
<b>Total Amount for 3 Line Item(s) from Administrative Services</b>				<b>\$1,001.26</b>	
<b>City Attorney</b>					
91570	6/10/2015	LAS VIRGENES MUNICIPAL WATER	UUT SETTLEMENT	57,780.24	City Attorney
<b>Total Amount for 1 Line Item(s) from City Attorney</b>				<b>\$57,780.24</b>	
<b>City Council</b>					
91510	6/3/2015	RMS PRINTING LLC	BUSINESS CARDS	272.50	City Council
91510	6/3/2015	RMS PRINTING LLC	BUSINESS CARDS	272.50	City Council
91510	6/3/2015	RMS PRINTING LLC	BUSINESS CARDS	272.50	City Council
91516	6/3/2015	SORIANO/BRIAN//	SCHOLARSHIP AWARD	250.00	City Council
91510	6/3/2015	RMS PRINTING LLC	LETTERHEAD	163.50	City Council
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.39	City Council
91568	6/10/2015	LANDS' END BUSINESS OUTFITTERS	BUSINESS ATTIRE W/ LOGO	39.19	City Council
91544	6/10/2015	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	30.00	City Council
<b>Total Amount for 8 Line Item(s) from City Council</b>				<b>\$1,463.58</b>	
<b>Civic Center O&amp;M</b>					
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,101.84	Civic Center O&M
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,709.39	Civic Center O&M
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	842.47	Civic Center O&M
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	777.67	Civic Center O&M
91528	6/3/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	714.78	Civic Center O&M
91528	6/3/2015	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	645.80	Civic Center O&M
91497	6/3/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAY 2015	500.00	Civic Center O&M
91497	6/3/2015	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAY 2015	250.00	Civic Center O&M
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.80	Civic Center O&M
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	7.20	Civic Center O&M





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<b>Total Amount for 10 Line Item(s) from Civic Center O&amp;M</b>				<b>\$13,556.95</b>	
<b><u>Community Development</u></b>					
91586	6/10/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	20,536.68	Community Development
91572	6/10/2015	M6 CONSULTING, INC.	PLAN CHECK SERVICES	19,151.59	Community Development
91572	6/10/2015	M6 CONSULTING, INC.	INSPECTION SERVICES	15,015.00	Community Development
91556	6/10/2015	EDGESOFT, INC.	SOFTWARE MAINTENANCE	4,000.00	Community Development
91558	6/10/2015	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	2,420.00	Community Development
91586	6/10/2015	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	597.50	Community Development
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	140.56	Community Development
91595	6/10/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
91595	6/10/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	83.98	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	71.83	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	62.08	Community Development
91595	6/10/2015	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Community Development
91493	6/3/2015	CYBERCOPY	COPY/PRINTING SERVICE	44.15	Community Development
91493	6/3/2015	CYBERCOPY	COPY/PRINTING SERVICE	39.24	Community Development
91493	6/3/2015	CYBERCOPY	COPY/PRINTING SERVICE	38.97	Community Development
91493	6/3/2015	CYBERCOPY	COPY/PRINTING SERVICE	38.53	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	36.73	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
91551	6/10/2015	CYBERCOPY	COPY/PRINTING SERVICE	34.34	Community Development
<b>Total Amount for 21 Line Item(s) from Community Development</b>				<b>\$62,694.86</b>	
<b><u>Community Services</u></b>					
91560	6/10/2015	FIREWORKS & STAGE FX AMERICA	DEPOSIT-JULY 4TH FIREWORKS	7,500.00	Community Services
91477	6/3/2015	AGOURA HILLS,CALABASAS COM CTR	FACILITY RENTAL- YOUTH B-BALL	6,174.00	Community Services
91494	6/3/2015	DMH ENTERPRISES	PERFORMANCE- LAKE CONCERT	4,600.00	Community Services
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,088.49	Community Services
91496	6/3/2015	DSR AUDIO	SOUND/POWER- CONCERT	2,650.00	Community Services
91540	6/10/2015	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- SENIOR EXPO	2,500.00	Community Services
91594	6/10/2015	SPORTS N MORE	RECREATION INSTRUCTOR	2,247.00	Community Services
91503	6/3/2015	LAS VIRGENES UNIFIED SCHOOL	FACILITY RENTAL	1,330.00	Community Services



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91509	6/3/2015	R P BARRICADE INC	EQUIPMENT RENTAL- ARTS FEST	1,158.13	Community Services
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	911.95	Community Services
91567	6/10/2015	JOLIN/JEAN//	RECREATION INSTRUCTOR	853.12	Community Services
91495	6/3/2015	DNA ELECTRIC	ELECTRICAL REPAIRS	805.00	Community Services
91583	6/10/2015	PARKER-ANDERSON ENRICHMENT	RECREATION INSTRUCTOR	784.00	Community Services
91578	6/10/2015	MODERN COLLECTORS, INC	RECREATION INSTRUCTOR	731.50	Community Services
91592	6/10/2015	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	720.00	Community Services
91480	6/3/2015	AMERICAN TROPHIES AND AWARDS	T-BALL TROPHIES	677.79	Community Services
91597	6/10/2015	VELARDE/ERIKA RETAMAL//	RECREATION INSTRUCTOR	574.00	Community Services
91557	6/10/2015	EDU-CHESS	RECREATION INSTRUCTOR	550.00	Community Services
91600	6/10/2015	WEINSTOCK/ARLENE//	RECREATION INSTRUCTOR	476.44	Community Services
91504	6/3/2015	LERMA/ANGEL//	RECREATION INSTRUCTOR	441.00	Community Services
91536	6/10/2015	ALSTER/JONATHAN S.//	RECREATION INSTRUCTOR	394.80	Community Services
91512	6/3/2015	SHALEV/ ALINA//	RECREATION INSTRUCTOR	369.60	Community Services
91485	6/3/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- DE ANZA	347.97	Community Services
91542	6/10/2015	BARRY KAY ENTERPRISES, INC.	VOLUNTEEN T-SHIRTS	327.00	Community Services
91534	6/10/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	318.72	Community Services
91526	6/3/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	317.52	Community Services
91571	6/10/2015	LAS VIRGENES UNIFIED SCHOOL	FACILITY RENTAL	310.00	Community Services
91475	6/3/2015	ACUITY SPECIALTY PRODUCTS, INC	JANITORIAL SUPPLIES	298.63	Community Services
91479	6/3/2015	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- SENIOR	214.00	Community Services
91479	6/3/2015	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- SENIOR	214.00	Community Services
91508	6/3/2015	OKUI/MAS//	RECREATION INSTRUCTOR	204.00	Community Services
91485	6/3/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- GRAPE ARB	188.76	Community Services
91591	6/10/2015	SHOEMAKER/BONNIE//	RECREATION INSTRUCTOR	175.00	Community Services
91548	6/10/2015	CAYNE/STACIE//	RECREATION INSTRUCTOR	157.50	Community Services
91485	6/3/2015	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- DE ANZA	156.50	Community Services
91526	6/3/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	98.00	Community Services
91483	6/3/2015	AT&T	TELEPHONE SERVICE	70.46	Community Services
91559	6/10/2015	FILICE/LANA//	REIMB MILEAGE - MAY 15	45.65	Community Services
91522	6/3/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
<b>Total Amount for 39 Line Item(s) from Community Services</b>				<b>\$43,003.03</b>	

## Finance

91476	6/3/2015	ADP, INC	PAYROLL PROCESSING	2,139.06	Finance
91476	6/3/2015	ADP, INC	PAYROLL PROCESSING	900.46	Finance



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91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	99.86	Finance
<b>Total Amount for 3 Line Item(s) from Finance</b>				<b>\$3,139.38</b>	
<b><u>Klubhouse Preschool</u></b>					
91507	6/3/2015	OFFBEAT PRODUCTIONS	SUMMER CAMP T-SHIRTS	1,231.21	Klubhouse Preschool
91526	6/3/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	287.23	Klubhouse Preschool
91483	6/3/2015	AT&T	TELEPHONE SERVICE	164.40	Klubhouse Preschool
91482	6/3/2015	ARROWHEAD	WATER SERVICE	87.15	Klubhouse Preschool
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	65.18	Klubhouse Preschool
91522	6/3/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
91482	6/3/2015	ARROWHEAD	WATER SERVICE	2.18	Klubhouse Preschool
<b>Total Amount for 7 Line Item(s) from Klubhouse Preschool</b>				<b>\$1,889.85</b>	
<b><u>Library</u></b>					
91562	6/10/2015	GALE CENGAGE LEARNING	E-BOOKS	2,964.86	Library
91581	6/10/2015	OCLC, INC.	MEMBERSHIP DUES- MAY 2015	643.23	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	439.13	Library
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	427.16	Library
91545	6/10/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	338.31	Library
91553	6/10/2015	DEMCO, INC.	LIBRARY SUPPLIES	271.65	Library
91585	6/10/2015	RECORDED BOOKS, LLC	BOOKS ON CD	241.68	Library
91585	6/10/2015	RECORDED BOOKS, LLC	E-BOOKS	204.80	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	165.72	Library
91539	6/10/2015	AT&T	TELEPHONE SERVICE	156.97	Library
91587	6/10/2015	RMS PRINTING LLC	SUMMER READING FLYERS	150.00	Library
91577	6/10/2015	MIDWEST TAPE	DVD'S-LIBRARY	88.32	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	85.57	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	66.72	Library
91585	6/10/2015	RECORDED BOOKS, LLC	E-BOOKS	56.00	Library
91541	6/10/2015	BAKER & TAYLOR	BOOKS-LIBRARY	51.84	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	50.59	Library
91584	6/10/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	47.03	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	42.41	Library
91584	6/10/2015	PENGUIN RANDOM HOUSE, LLC	BOOKS ON CD	38.86	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	38.53	Library



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91488	6/3/2015	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- FTG80700	38.10	Library
91585	6/10/2015	RECORDED BOOKS, LLC	E-BOOKS	36.54	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	36.32	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	26.31	Library
91577	6/10/2015	MIDWEST TAPE	DVD'S-LIBRARY	25.44	Library
91564	6/10/2015	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	22.13	Library
91585	6/10/2015	RECORDED BOOKS, LLC	E-BOOKS	-189.05	Library
<b>Total Amount for 28 Line Item(s) from Library</b>				<b>\$6,565.17</b>	

## LMD #22

91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	35,604.00	LMD #22
91532	6/10/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	7,377.75	LMD #22
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,528.32	LMD #22
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,229.04	LMD #22
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,826.08	LMD #22
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3,087.36	LMD #22
91532	6/10/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	3,012.75	LMD #22
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,465.00	LMD #22
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,368.01	LMD #22
91532	6/10/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,227.50	LMD #22
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,250.00	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	386.84	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	386.07	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	269.80	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	246.37	LMD #22
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	223.82	LMD #22
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.97	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	78.82	LMD #22
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	76.20	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	74.45	LMD #22
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.34	LMD #22
<b>Total Amount for 21 Line Item(s) from LMD #22</b>				<b>\$71,858.49</b>	

## LMD #24

91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,034.00	LMD #24
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91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	910.00	LMD #24
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	816.00	LMD #24
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	667.00	LMD #24
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	LMD #24
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	LMD #24
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	562.00	LMD #24
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	484.00	LMD #24
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	130.62	LMD #24
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	5.44	LMD #24
<b>Total Amount for 10 Line Item(s) from LMD #24</b>				<b>\$5,809.06</b>	
<b><u>LMD #27</u></b>					
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,164.00	LMD #27
91569	6/10/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	715.11	LMD #27
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.10	LMD #27
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	1.36	LMD #27
<b>Total Amount for 4 Line Item(s) from LMD #27</b>				<b>\$1,905.57</b>	
<b><u>LMD #32</u></b>					
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.82	LMD #32
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	1.36	LMD #32
<b>Total Amount for 2 Line Item(s) from LMD #32</b>				<b>\$26.18</b>	
<b><u>LMD 22 - Common Benefit Area</u></b>					
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	30,342.74	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,654.98	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,370.00	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,935.00	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,763.58	LMD 22 - Common Benefit Area
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,658.34	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,315.00	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,195.00	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	760.80	LMD 22 - Common Benefit Area
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	414.21	LMD 22 - Common Benefit Area



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91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	392.53	LMD 22 - Common Benefit Area
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	375.00	LMD 22 - Common Benefit Area
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	192.49	LMD 22 - Common Benefit Area
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	51.71	LMD 22 - Common Benefit Area
<b>Total Amount for 14 Line Item(s) from LMD 22 - Common Benefit Area</b>				<b>\$45,421.38</b>	

## Media Operations

91593	6/10/2015	SOLID WASTE SOLUTIONS, INC	FILM PERMITS/SERVICES	2,735.00	Media Operations
91539	6/10/2015	AT&T	TELEPHONE SERVICE	1,106.72	Media Operations
91506	6/3/2015	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	798.00	Media Operations
91576	6/10/2015	MEGAPATH CORPORATION	DSL SERVICE	443.65	Media Operations
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	430.07	Media Operations
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	18.41	Media Operations
<b>Total Amount for 6 Line Item(s) from Media Operations</b>				<b>\$5,531.85</b>	

## Non-Departmental

91538	6/10/2015	ART SOUP LA	ART RENTAL	2,285.31	Non-Departmental
91526	6/3/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	866.35	Non-Departmental
91482	6/3/2015	ARROWHEAD	WATER SERVICE	353.31	Non-Departmental
91481	6/3/2015	AMSTAR EXPRESS, INC.	COURIER SERVICE	146.56	Non-Departmental
91510	6/3/2015	RMS PRINTING LLC	BUSINESS CARDS	109.00	Non-Departmental
<b>Total Amount for 5 Line Item(s) from Non-Departmental</b>				<b>\$3,760.53</b>	

## Payroll

91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	4,789.39	Payroll
<b>Total Amount for 1 Line Item(s) from Payroll</b>				<b>\$4,789.39</b>	

## Public Works

91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	35,586.07	Public Works
91490	6/3/2015	CITY OF AGOURA HILLS	TMDL COMPLIANCE MONITORING	18,023.86	Public Works
91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	15,187.50	Public Works
91563	6/10/2015	HTS, INC.	STORM DRAIN SERVICES	10,600.00	Public Works

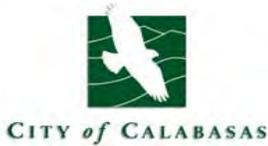


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91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	10,332.42	Public Works
91550	6/10/2015	CROSTOWN ELECTRICAL	TRAFFIC LIGHTING SERVICES	9,975.00	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,386.89	Public Works
91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	5,314.50	Public Works
91569	6/10/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	4,193.29	Public Works
91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	3,910.50	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	3,025.00	Public Works
91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,918.25	Public Works
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,829.07	Public Works
91474	6/3/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,628.00	Public Works
91532	6/10/2015	ABSOLUTE	WEED ABATEMENT/DEBRIS REMOVAL	2,434.50	Public Works
91523	6/3/2015	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,349.69	Public Works
91566	6/10/2015	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	2,310.00	Public Works
91596	6/10/2015	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
91580	6/10/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,270.00	Public Works
91569	6/10/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,175.01	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,085.00	Public Works
91590	6/10/2015	SALGUERO/BRYAN//	CONSULTING SERVICES	980.00	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	964.00	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	950.48	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	943.37	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	814.00	Public Works
91580	6/10/2015	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	795.00	Public Works
91549	6/10/2015	COUNTY OF LOS ANGELES	CONTRACT SERVICES	656.54	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	485.96	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	484.00	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	372.00	Public Works
91533	6/10/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	331.76	Public Works
91533	6/10/2015	ACORN NEWSPAPER	LEGAL ADVERTISING	331.76	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	304.00	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
91524	6/3/2015	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	Public Works
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	206.60	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works



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91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	132.00	Public Works
91554	6/10/2015	DEPARTMENT OF CONSUMER AFFAIRS	ENGINEER LICENSE RENEWAL	115.00	Public Works
91525	6/3/2015	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	76.50	Public Works
91552	6/10/2015	DARABEDIAN/MEGHEDI//	CONSULTING SERVICES	66.00	Public Works
91537	6/10/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	43.65	Public Works
91537	6/10/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	31.37	Public Works
<b>Total Amount for 51 Line Item(s) from Public Works</b>				<b>\$156,118.54</b>	

## Recoverable / Refund / Liability

91582	6/10/2015	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	3,086.23	Recoverable / Refund / Liability
91579	6/10/2015	MS CONSTRUCTION	CDBG RES REHAB- GOLDSTEIN(RET)	999.50	Recoverable / Refund / Liability
91579	6/10/2015	MS CONSTRUCTION	CDBG RES REHAB- REUSS (RET)	954.80	Recoverable / Refund / Liability
91500	6/3/2015	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 5/29/15	184.62	Recoverable / Refund / Liability
91492	6/3/2015	COOK/NATHAN//	RECREATION REFUND	150.00	Recoverable / Refund / Liability
91515	6/3/2015	SIRAUISANO/JOANNE//	RECREATION REFUND	145.33	Recoverable / Refund / Liability
91529	6/3/2015	WOLF-MARX/ANGELIQUE//	RECREATION REFUND	120.00	Recoverable / Refund / Liability
91484	6/3/2015	AVNI/TIRZA//	RECREATION REFUND	96.00	Recoverable / Refund / Liability
91487	6/3/2015	BKD INVESTMENTS, INC.	FACILITY RENTAL REFUND	93.75	Recoverable / Refund / Liability
91486	6/3/2015	BELTRAN/JAEMY//	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
91519	6/3/2015	TEMPLE/TRICIA//	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
91487	6/3/2015	BKD INVESTMENTS, INC.	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
91543	6/10/2015	BRONNER/SARA//	FACILITY RENTAL REFUND	83.50	Recoverable / Refund / Liability
91520	6/3/2015	TERIAN/DESIREE//	RECREATION REFUND	70.00	Recoverable / Refund / Liability
91486	6/3/2015	BELTRAN/JAEMY//	FACILITY RENTAL REFUND	70.00	Recoverable / Refund / Liability
91543	6/10/2015	BRONNER/SARA//	FACILITY RENTAL REFUND	67.50	Recoverable / Refund / Liability
91511	6/3/2015	ROSENBLATT/MARALYN//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
91518	6/3/2015	STATE DISBURSMENT	WAGE GARNISHMENT- 5/29/15	46.15	Recoverable / Refund / Liability
91519	6/3/2015	TEMPLE/TRICIA//	FACILITY RENTAL REFUND	45.00	Recoverable / Refund / Liability
91499	6/3/2015	FISCHER/HILLARY//	RECREATION REFUND	30.00	Recoverable / Refund / Liability
91531	6/3/2015	ZAYA/ALEX//	RECREATION REFUND	19.00	Recoverable / Refund / Liability
91501	6/3/2015	GOLDSTEIN/BARRY//	RECREATION REFUND	6.00	Recoverable / Refund / Liability
91501	6/3/2015	GOLDSTEIN/BARRY//	RECREATION REFUND	6.00	Recoverable / Refund / Liability

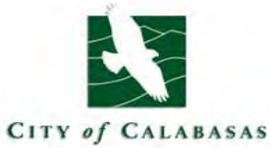


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<b>Total Amount for 23 Line Item(s) from Recoverable / Refund / Liability</b>				<b>\$6,571.88</b>	
<b><u>Tennis &amp; Swim Center</u></b>					
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	2,327.36	Tennis & Swim Center
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,521.35	Tennis & Swim Center
91540	6/10/2015	ATMOSPHERE EVENTS & CATERING	HEALTH PERMIT FEE	1,034.50	Tennis & Swim Center
91546	6/10/2015	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	600.00	Tennis & Swim Center
91575	6/10/2015	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	589.14	Tennis & Swim Center
91565	6/10/2015	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	520.00	Tennis & Swim Center
91491	6/3/2015	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	515.68	Tennis & Swim Center
91598	6/10/2015	VIEWPOINT EDUCATIONAL	POOL RENTAL	506.25	Tennis & Swim Center
91522	6/3/2015	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
91527	6/3/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	223.80	Tennis & Swim Center
91530	6/3/2015	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
91498	6/3/2015	EXTRACTOR CORPORATION	MAINTENANCE SUPPLIES	218.00	Tennis & Swim Center
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	206.05	Tennis & Swim Center
91547	6/10/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	183.80	Tennis & Swim Center
91588	6/10/2015	ROCKLIN/LORI E.//	RECREATION INSTRUCTOR	178.50	Tennis & Swim Center
91527	6/3/2015	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	174.03	Tennis & Swim Center
91505	6/3/2015	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- JUN 15	84.10	Tennis & Swim Center
91489	6/3/2015	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	73.52	Tennis & Swim Center
91521	6/3/2015	TOTAL GRAPHICS	FACILITY SIGNS	34.88	Tennis & Swim Center
91478	6/3/2015	AIRGAS- WEST	TC HELIUM	23.75	Tennis & Swim Center
<b>Total Amount for 20 Line Item(s) from Tennis &amp; Swim Center</b>				<b>\$9,465.27</b>	
<b><u>Transportation</u></b>					
91555	6/10/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	6,909.31	Transportation
91555	6/10/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	6,465.87	Transportation
91573	6/10/2015	MALIBU CANYON SHELL	FUEL CHARGES- MAY 2015 (1/2)	4,960.51	Transportation
91535	6/10/2015	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,823.30	Transportation
91513	6/3/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	4,423.40	Transportation
91514	6/3/2015	SIGNATURE SIGNS, INC	MEASURE R SIGNS	2,088.50	Transportation
91517	6/3/2015	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,925.76	Transportation
91561	6/10/2015	FLOWERS & ASSOCIATES, INC.	LAS VIRGENES ROAD WIDENING	1,909.94	Transportation
91513	6/3/2015	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation



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91589	6/10/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	1,494.44	Transportation
91555	6/10/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	1,488.77	Transportation
91555	6/10/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	700.23	Transportation
91537	6/10/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	571.56	Transportation
91537	6/10/2015	ARC DOCUMENT SOLUTIONS, LLC	COPY/PRINTING SERVICE	534.34	Transportation
91555	6/10/2015	DURHAM SCHOOL SERVICES	SUMMER BEACH BUS/EXCURSION	524.66	Transportation
91574	6/10/2015	MANERI SIGN, INC.	TRAFFIC SIGNS	359.70	Transportation
91589	6/10/2015	SAFEWAY SIGN COMPANY	TRAFFIC SIGNS	330.92	Transportation
91502	6/3/2015	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	212.60	Transportation
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	127.00	Transportation
91599	6/10/2015	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	93.10	Transportation
<b>Total Amount for 20 Line Item(s) from Transportation</b>				<b>\$41,633.91</b>	
<b>GRAND TOTAL for 297 Line Items</b>				<b>\$543,986.37</b>	

## FUTURE AGENDA ITEMS

Department                      Agenda Headings      Agenda Title/Future Agenda

**12-Aug**

CC	Consent	LVUSD election consolidation request
CC	Consent	League voting delegates
PW	Consent	Adoption of Resolution No. 2015-1462 finding the City to be in conformance with the Congestion Management Program (CMP) and adopting the CMP Local Development Report
CD	New Business	Expedited permits for rooftop solar energy systems-AB 2188
CD	Old Business	3121 Old Topanga appeal continuance
CC	Consent	Planning Commission appointment

### Future Items

CC	Presentation	AB 57 update from Jonathan Kramer
CC	New Business	LVUSD presentation and Council position on School Bond Measure E
CC	New Business	Council Protocols
CC	New Business	25th anniversary subcommittee update
CD	New Business	Plaque recommendations by the HPC
CD	New Business	Business signage
CD	New Business	Craftman's Corner pre-zoning
CD	New Business	Business registration program
CC	New Business	Commissioner interviews for appointments expiring in November 2015
CC	New Business	Effectiveness of Commissions
CC	New Business	Noticing practices

### 2015 CITY COUNCIL MEETING DATES

26-Aug	11-Nov - Canceled - Veterans' Day
9-Sep	18-Nov - Special Meeting Election Certification - Council Reorg.
23-Sep - Canceled Yom Kippur	25-Nov - Canceled - Thanksgiving Eve
14-Oct	9-Dec
28-Oct	23-Dec - Canceled
3-Nov - Municipal Election	