



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, MARCH 23, 2016
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

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

OPENING MATTERS – 7:00 P.M.

Call to Order/Roll Call of Councilmembers
Pledge of Allegiance by Wolves Pack 333
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:15 P.M.

PRESENTATIONS – 7:25 P.M.

- Book Donation by Las Virgenes Municipal Water District
- [Sheriff's Crime report](#)

ORAL COMMUNICATIONS – PUBLIC COMMENT – 7:50 P.M.

CONSENT ITEMS – 8:00 P.M.

1. [Approval of meeting minutes from March 9, 2016](#)
2. [Amended employment contract-cost of living adjustment for City Manager](#)
3. [Approval of appointment of Peter Kraut to the Planning Commission \(Weintraub\)](#)

4. Recommendation to approve a professional services agreement with Willdan Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for Capital Improvement Program and recoverable projects in an amount not to exceed \$100,000
5. Recommendation to approve a professional services agreement with RJR Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for Capital Improvement Program and recoverable projects in an amount not to exceed \$100,000
6. Recommendation to approve amendments to existing professional services agreements for engineering support services for the Lost Hills Road Interchange Project; an amendment with Kier and Wright Civil Engineers and Surveyors, Inc. totaling an amount to exceed \$350,000. An amendment with Parsons Corporation totaling an amount not to exceed \$2,982,640; and an amendment with Michael Baker International totaling an amount no to exceed \$309,756
7. Approval of professional services agreement with Newsem AG, Inc., DBA Greene Tree Care in the amount of \$198,300 for vegetation management of Las Virgenes Creek Restoration Project – Phase II
8. Adoption of Resolution No. 2016-1505, approving a Memorandum of Understanding (MOU) with Kilroy Corporation for trail access to Civic Center Park, and staff authorization to execute related agreements

NEW BUSINESS – 8:15 P.M.

9. Discussion and Introduction of Ordinance No. 2016-334, amending provisions of the Calabasas Municipal Code (Code) relating to a Call for Review by City Councilmembers
10. Introduction of Ordinance No. 2016-335, amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed

INFORMATIONAL REPORTS – 9:10 P.M.

11. Check Register for the period of March 2-9, 2016

TASK FORCE REPORTS – 9:15 P.M.

CITY MANAGER'S REPORT – 9:20 P.M.

FUTURE AGENDA ITEMS – 9:25 P.M.

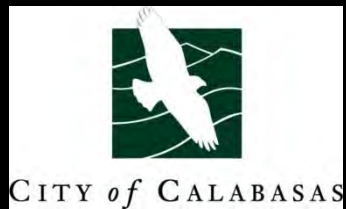
ADJOURN – 9:30 P.M.

The City Council will adjourn to their next regular meeting scheduled on Wednesday, April 13, 2016, at 7:00 p.m.

A copy of the City Council agenda packet is available for review at City Hall and the Calabasas Library. Materials related to items on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 100 Civic Center Way, Calabasas, CA 91302, during normal business hours. Such documents are also available on the City of Calabasas website at www.cityofcalabasas.com subject to the City staff's ability to post the documents before the meeting. The City of Calabasas, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (818) 224-1600, at least one business day prior to the scheduled meeting to ensure that we may assist you.



CALABASAS
Next Exit



Lost Hills Sheriff's
Crime Report
February 2016



Crimes Against Persons

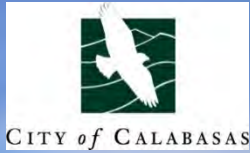
Type of Crime	FEBRUARY 2016	YTD 2016	YTD 2015	Change
Homicide	0	0	0	0
Rape	1	1	2	-1
Robbery	0	0	1	-1
Assault	0	1	0	1
Domestic Violence-Felony	0	0	0	0
Domestic Violence-Misdemeanor	1	2	3	-1

Crimes Against Property

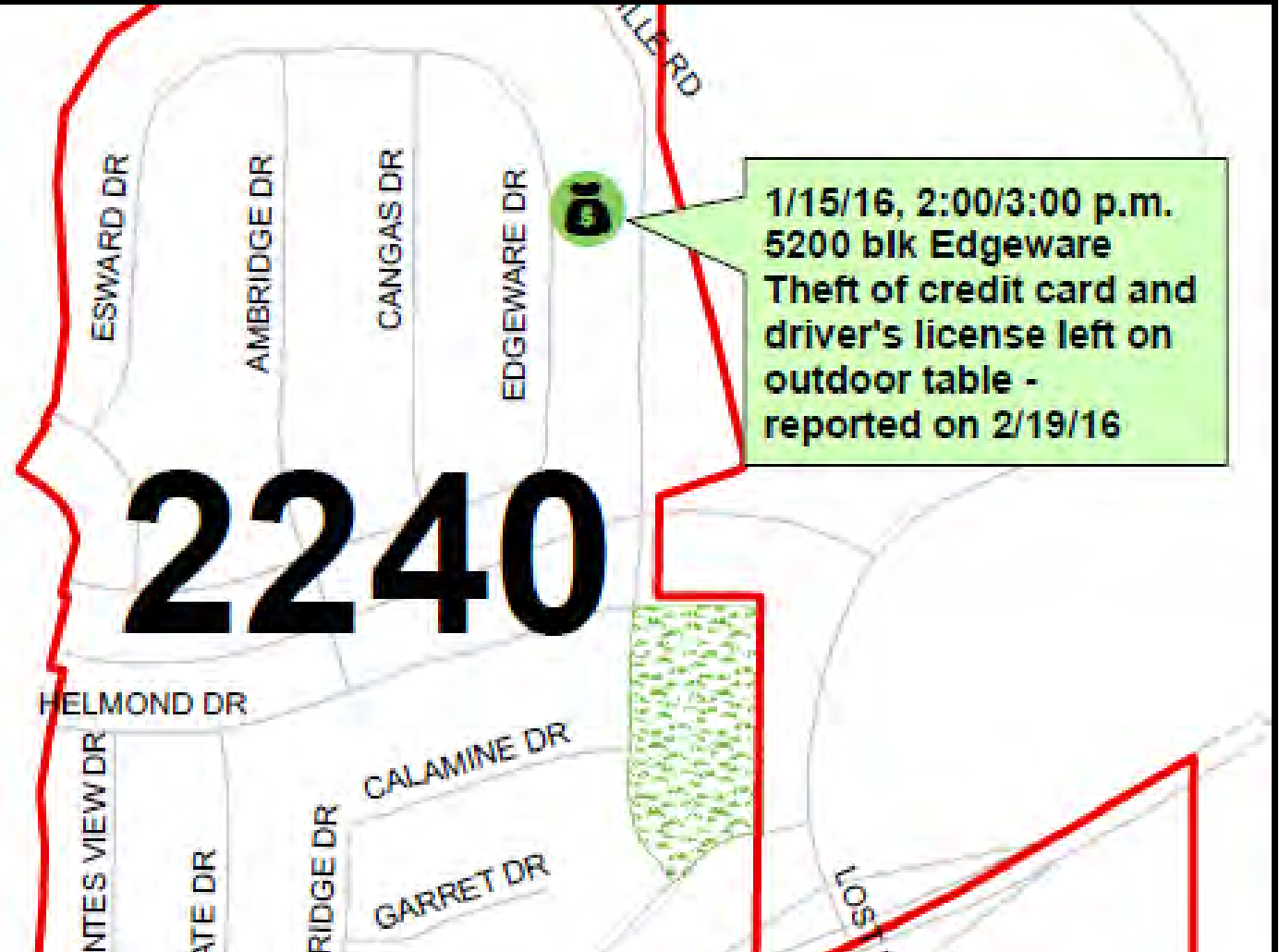
Type of Crime	FEBRUARY 2016	YTD 2016	YTD 2015	Change
Arson	0	0	0	0
Grand Theft Auto	2	3	2	1
Burglary- Residential	1	6	3	3
Burglary- Business	0	0	5	-5
Burglary- Garage/ Out-Building	1	1	0	1
Burglary- Vehicle (Locked)	0	3	6	-3
Theft- Grand (over \$950)	0	2	8	-6
Theft- Petty	5	12	11	1
Theft- Unlocked Vehicle	4	7	10	-3

CRIME	CURRENT MTH	YTD 2016	YTD 2016	CHANGE
Total Part I Crimes	14	36	48	-12
Percent Change				-25.0%





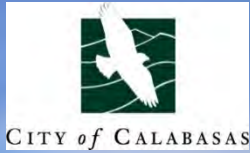
Part I Crimes February 2016



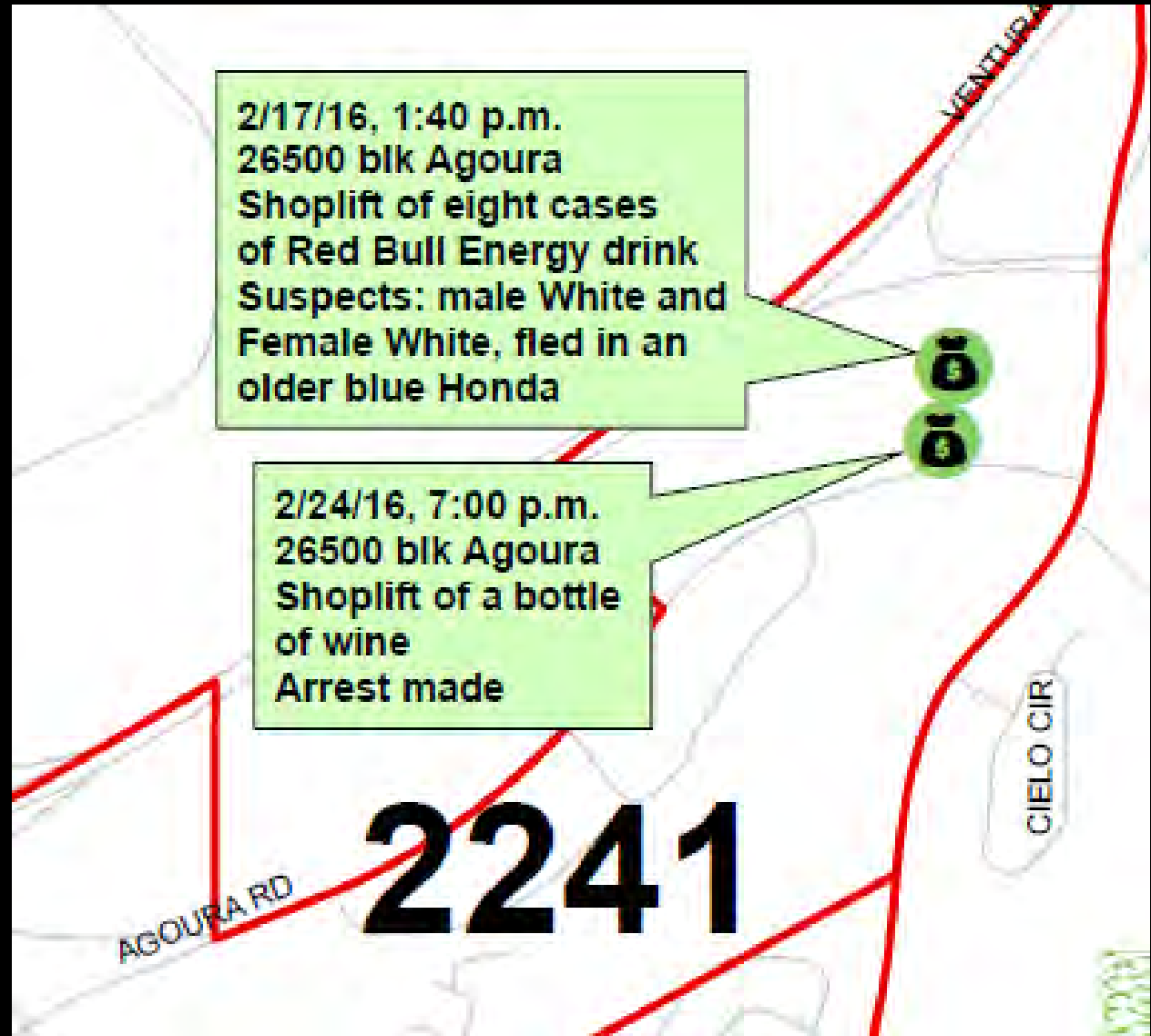
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Theft

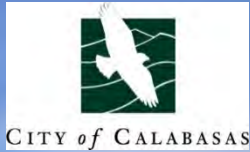


Part I Crimes February 2016

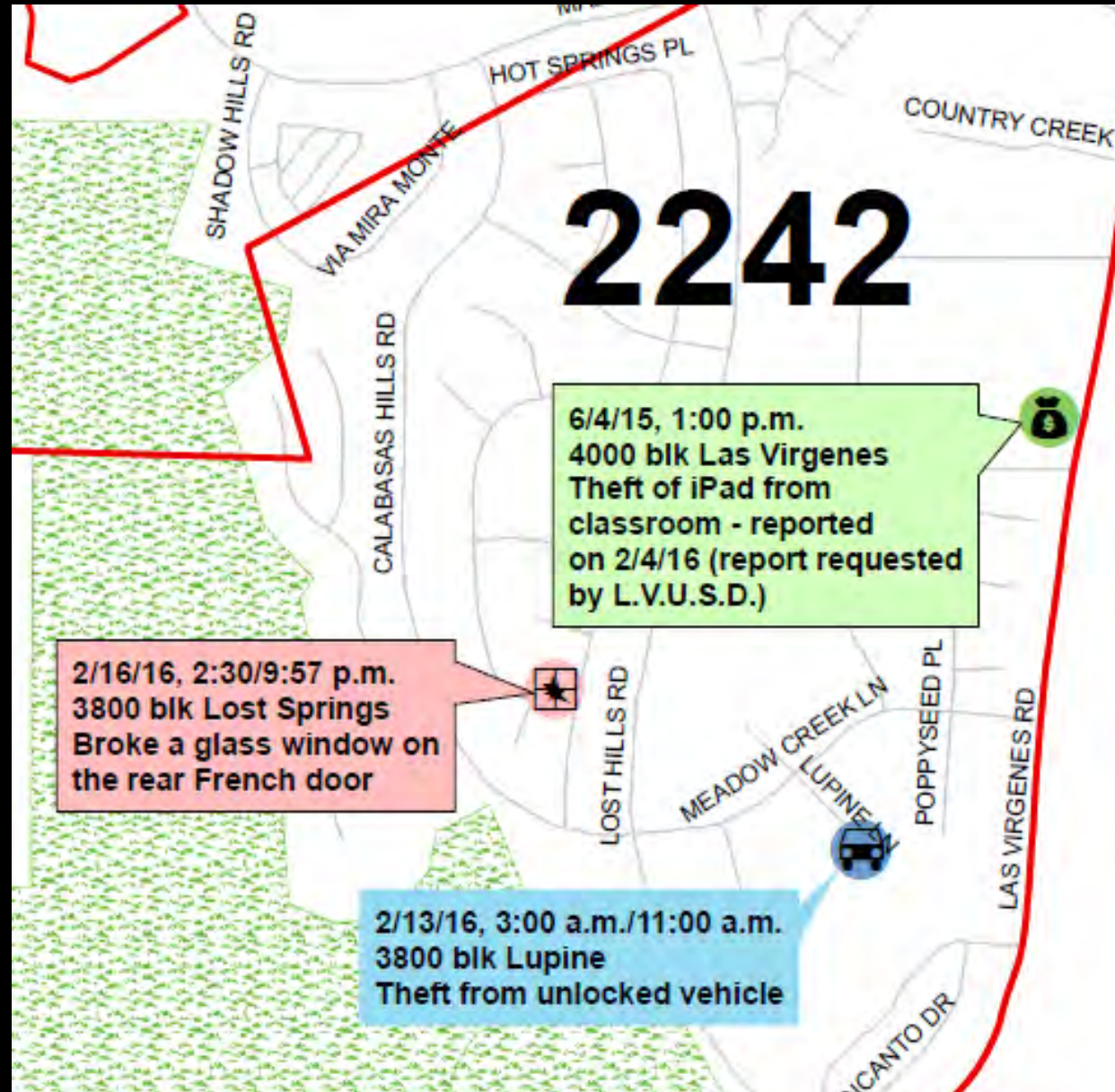


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 Theft

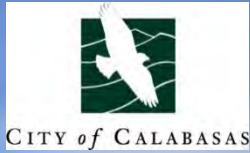


Part I Crimes February 2016



Legend

- Residential Burglary
- Vehicle Burglary
- Theft



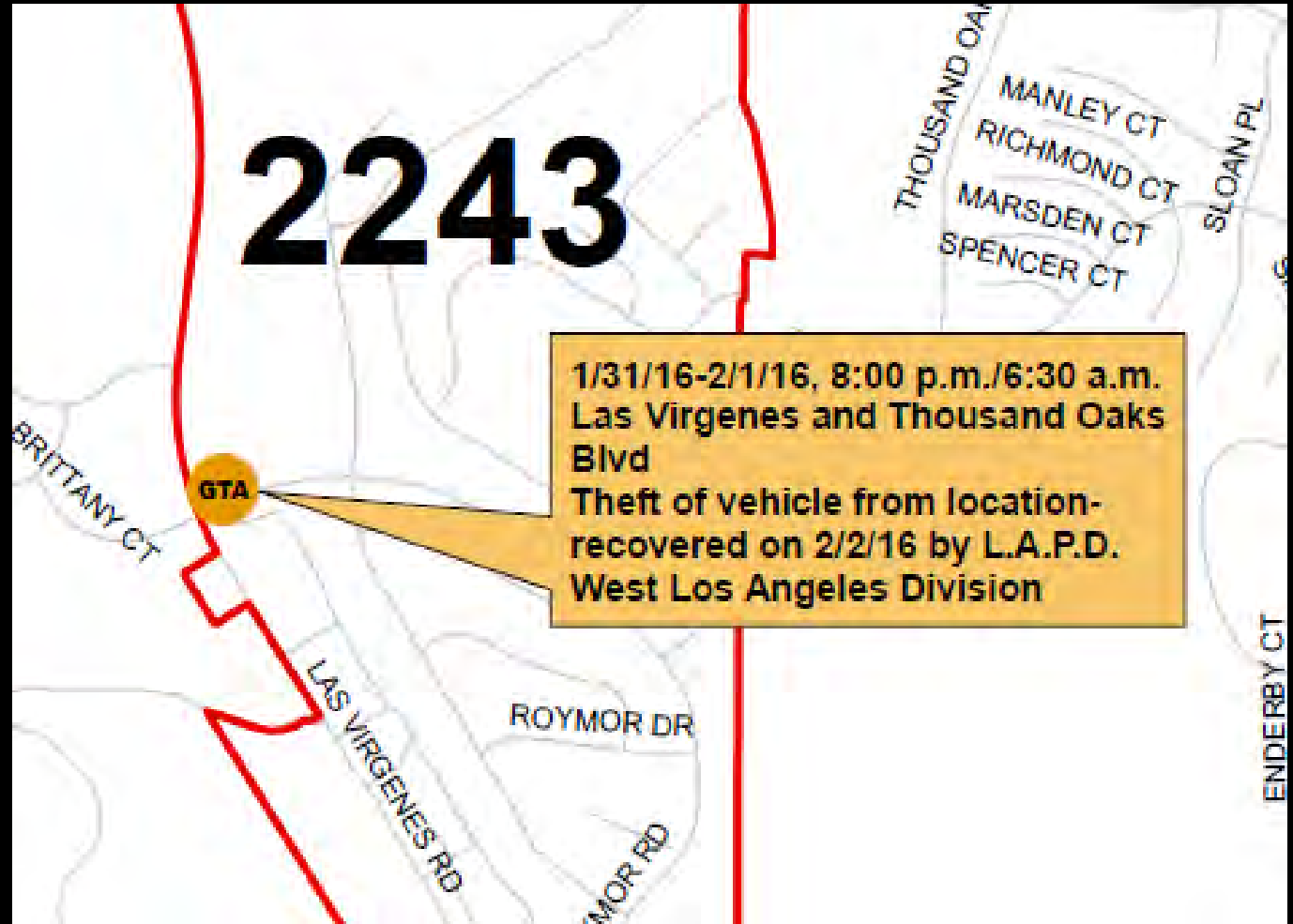
Part I Crimes February 2016

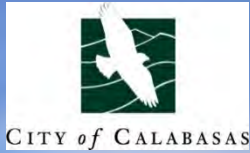
2243

1/31/16-2/1/16, 8:00 p.m./6:30 a.m.
Las Virgenes and Thousand Oaks Blvd
Theft of vehicle from location-
recovered on 2/2/16 by L.A.P.D.
West Los Angeles Division

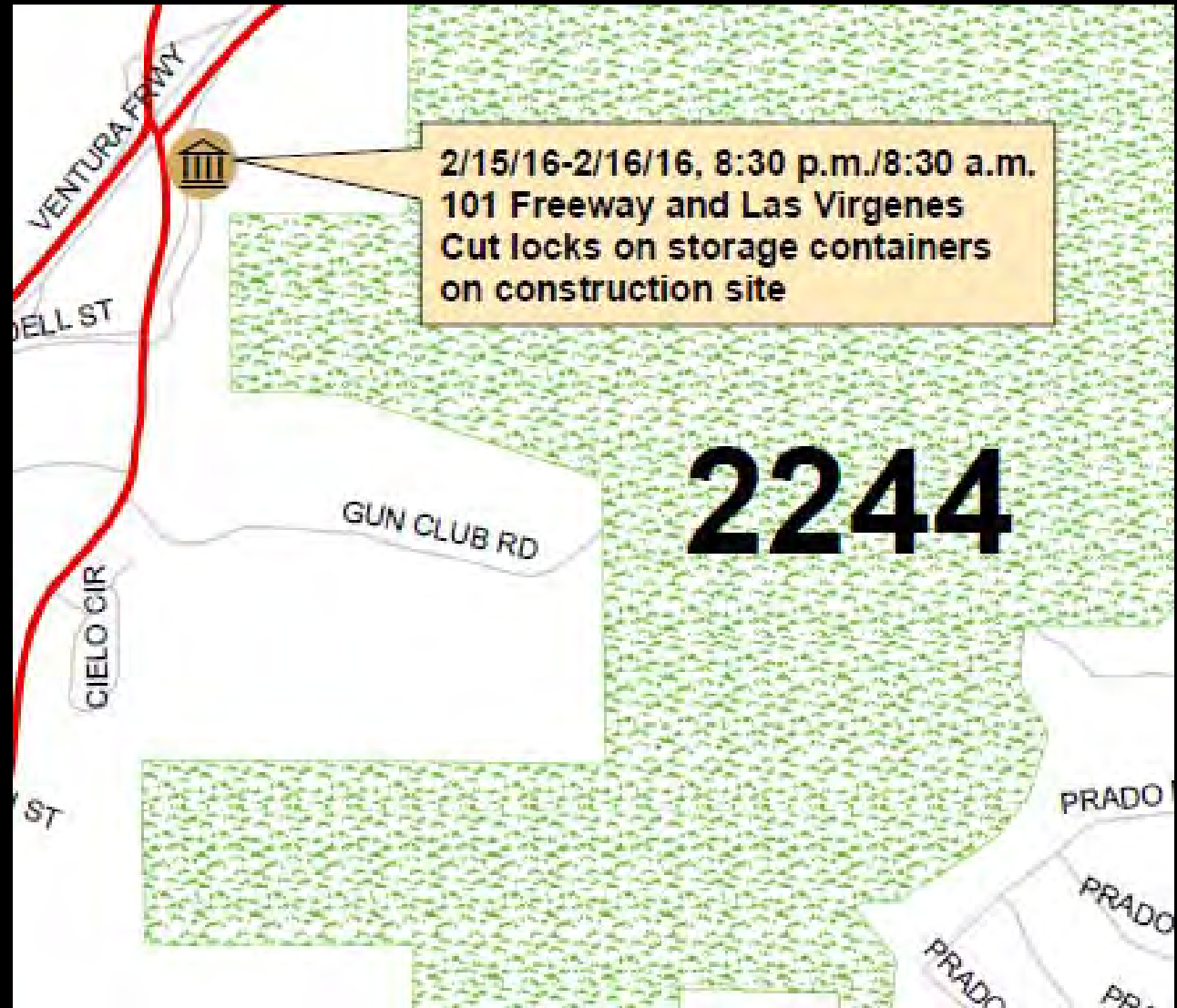
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GTA Theft of Vehicle





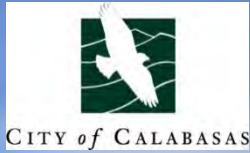
Part I Crimes February 2016



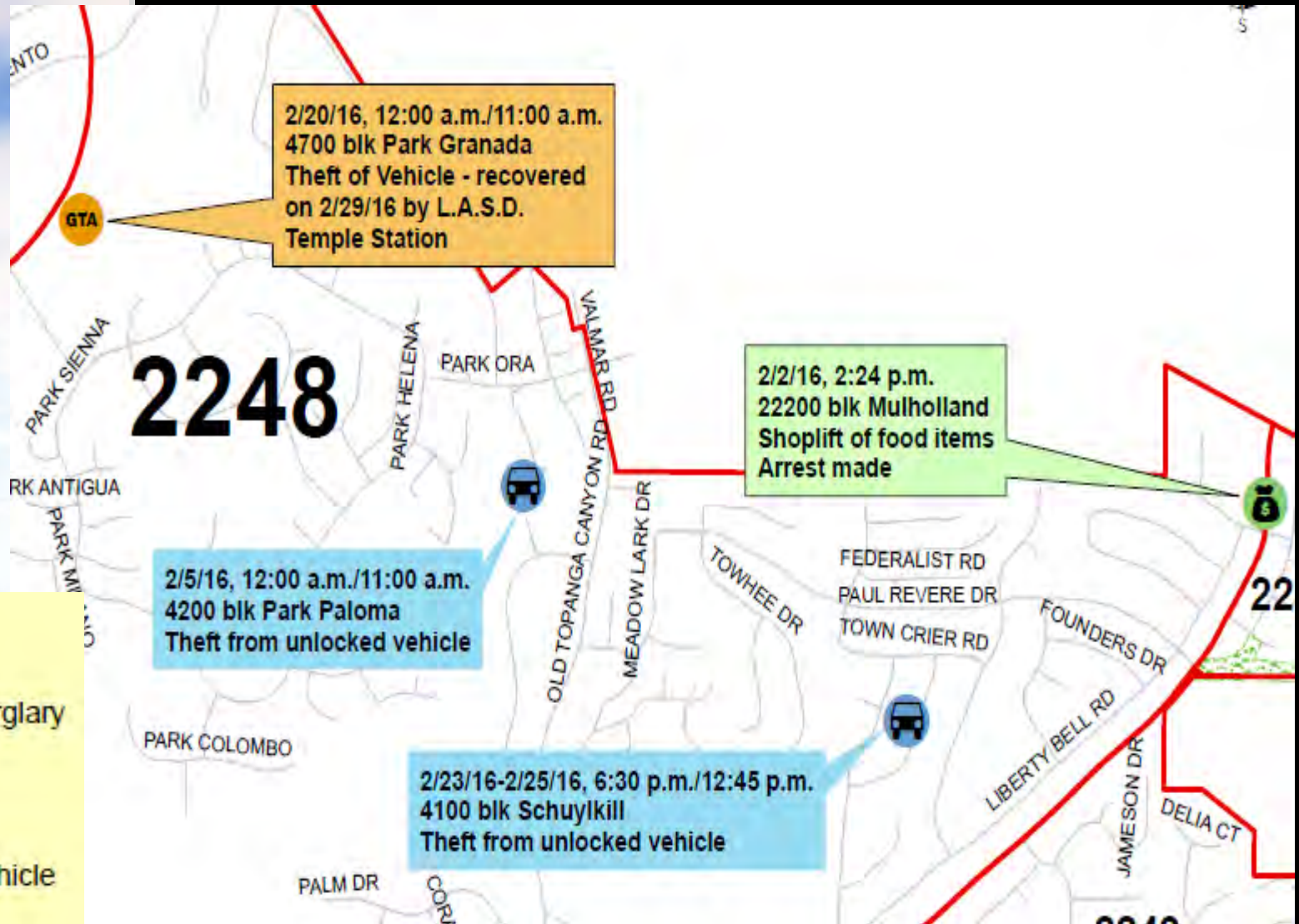
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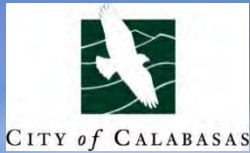


Other Burglary

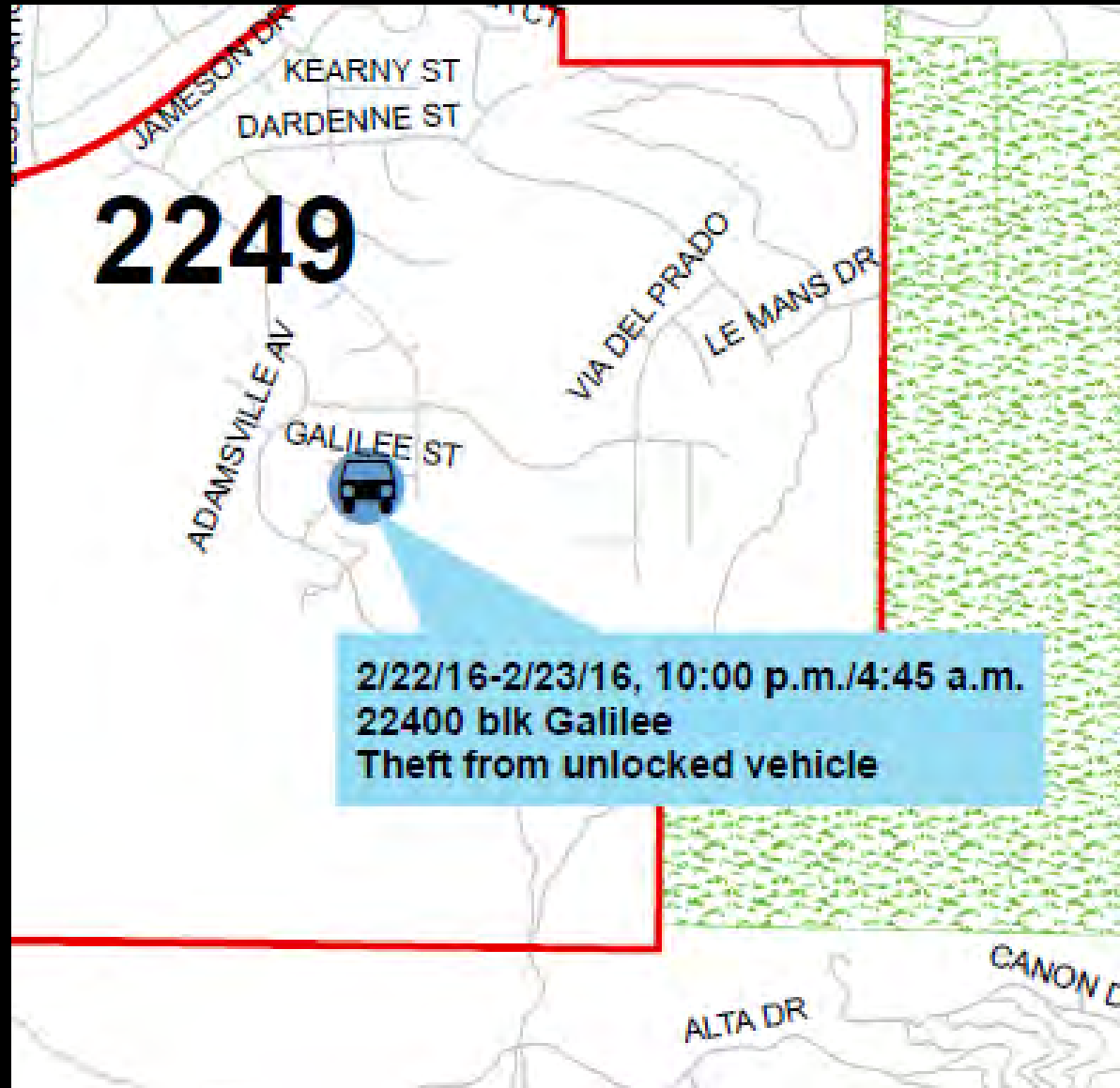


Part I Crimes February 2016





Part I Crimes February 2016



Legend



Vehicle Burglary

February 2016 Arrest Stats



ARREST MADE



	Adult	Juv.
Larceny Theft	2	0
Warrants	13	0
Drunk/Alcohol/Drugs	10	0
Drunk Driving Vehicle/Boat	8	0
Vehicle/Boating Laws	19	0
Fraud/Weapons/Other	2	2
ARREST TOTALS	54	2

February 2016 Traffic Stats



Number of Traffic Collisions	11
- Injury Collisions	2
- Non-Injury Collisions	9
Number of Citations Issued	340
- Total Hazardous Cites	241
- Total Non-Hazardous Cites	99

Most frequent citations issued:

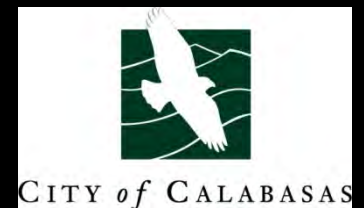
- Unsafe Speed
- Failure to Stop at a Stop Sign
- Adult Using Hand Held Cell Phone





Noteworthy Incidents

Three subjects, residents of California City and Los Angeles, were arrested for reasonable cause burglary and possession of burglary tools in the 5300 block of Parkmor Road. A witness saw the subjects exiting the side yard of a residence in the area and the owner of the residence stated he heard his dog barking. During the investigation, flashlights, gloves a screwdriver and a window/glass breaker tool were found inside the subjects pockets. (16-00722)





Noteworthy Incidents

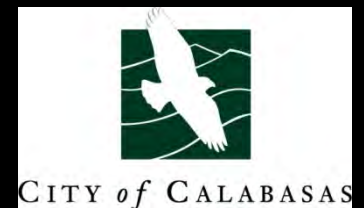
A resident of Calabasas and a transient from Woodland Hills were arrested for possession of narcotics/burglary tools and mail theft in the 22400 block of Dardenne Street. LASD Malibu/Lost Hills Station deputies were in the area responding to a burglary alarm call when they made contact with the subjects. During the investigation, narcotics were found on their person and vehicle. Stolen mail taken from the Woodland Hills area was found inside the suspects' vehicle. (16-00730)

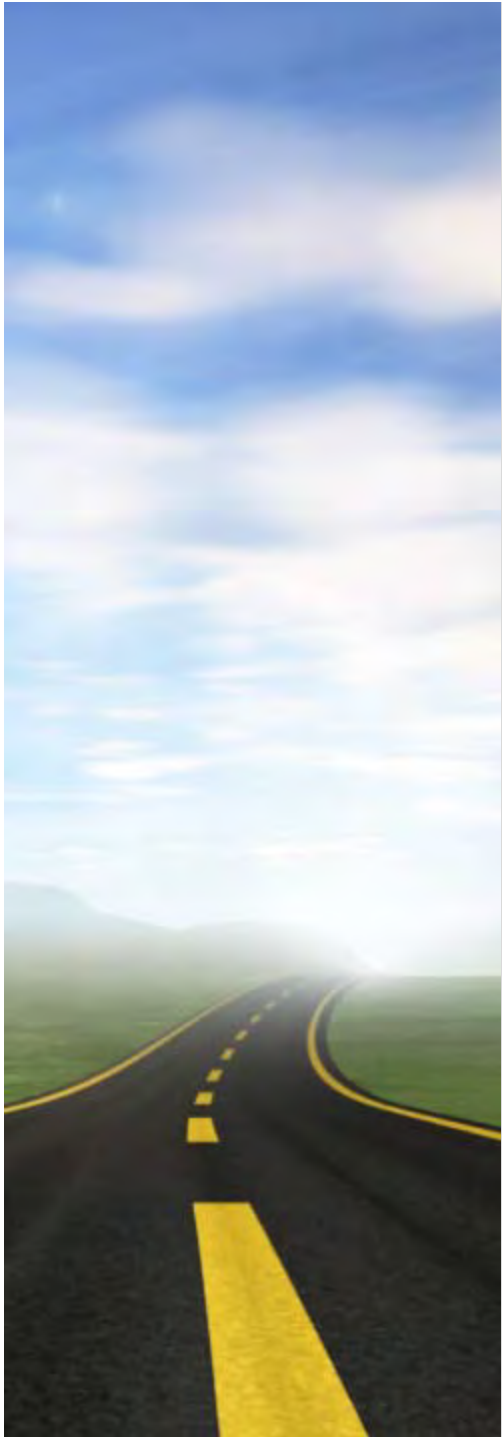




Noteworthy Incidents

Three shoplifting incidents were reported this month. In one incident, a Calabasas resident was arrested in the 26500 block of Agoura Road for theft a bottle of wine. In the other incident, a resident was arrested in the 22200 block of Mulholland Highway for shoplifting salmon. The other incident occurred in the 26500 block of Agoura Road. A male White and a female White (adults) stole eight cases of Red Bull energy drink. They fled in a blue, older Honda. (16-00605, 00895, 01031)





Crime Tips

Malibu/Lost Hills Sheriff Station

LostHillsTips@lasd.org

818-878-1808

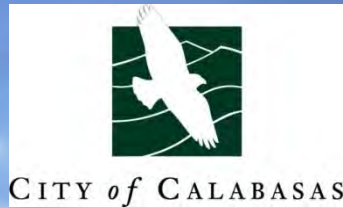
Crime Stoppers

800-222-TIPS (8477)

Web Tips

www.lacrimestoppers.com





Connect with US!

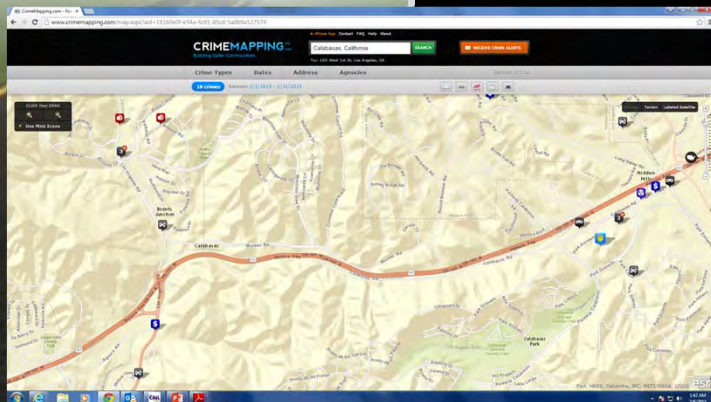
www.LostHills.lasd.org

twitter.com/LHSLASD



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

www.facebook.com/LostHillsSheriffsStation



www.CrimeMapping.com



Questions? More Information?

City of Calabasas

LostHills@LASD.org

Service Area Lieutenant

A.J. Rotella

818-878-1808

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, MARCH 9, 2016**

Mayor Bozajian called the Closed Session to order at 6:10 p.m. in the Council Conference Room, 100 Civic Center Way, Calabasas, CA.

Present: Mayor Bozajian, Councilmembers Gaines, Shapiro and Weintraub. Mayor pro Tem Maurer arrived at 6:18 p.m.

CLOSED SESSION

1. Public Employee Performance Evaluation Gov. Code §54957
Title: City Manager

The Council convened to Open Session in the Council Chambers at 7:03 p.m.

The City Attorney reported that the public employee performance evaluation was completed and an item regarding such will be scheduled in open session on the next agenda.

ROLL CALL

Present:	Mayor Bozajian, Mayor pro Tem Maurer, Councilmembers Gaines, Shapiro and Weintraub
Absent:	None
Staff:	Bartlett, Coroalles, Friedman, Hernandez, Howard, Huncke, Liebman, Michitsch, Parker, Rubin, Tamuri and Yalda

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Brownie Troop 1056.

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Members of the Council made the following announcements:

Councilmember Shapiro:

- The Environmental Commission held a public forum for the wild life crossing.
- The Calabasas Chamber of Commerce bowling tournament took place on March 4.
- CHS Boys Basketball team will play their first game of the State Championship on March 9.
- A music night will take place at the CH Performing Arts Center on March 10.
- Wished everyone a happy St. Patrick's Day.

Councilmember Weintraub:

- The AHCCC annual St. Patrick's Day celebration will be held on March 12.
- Chaparral Elementary School is holding their online silent auction.

Mayor pro Tem Maurer:

- A grant for \$980,000 was received from the Santa Monica Mountains Conservancy to restore a 1.5 mile section of the Las Virgenes Creek. A groundbreaking ceremony will take place on March 23.

Councilmember Gaines:

- Wished the City a Happy 25th anniversary. Several activities are planned throughout the year to celebrate this event.
- Bridget Karl is leaving the Chamber of Commerce to the Caring Community.
- The Chamber's monthly breakfast will take place on March 10.

Mayor Bozajian:

- The last Savvy Sr. Speaker Series will take place on March 11.
- The City will be hosting the USTA Men's pro tennis championship March 19-27 at the Tennis & Swim Center.
- Earth Day Festival will take place on April 9 at Las Virgenes Creek.
- A community health expo will be held at the AHCCC on April 9.
- The Calabasas Library and the Las Virgenes-Calabasas Historical Society will be presenting the following events to celebrate the City's 25th anniversary:
 - April 7 – Discussion about memories and sharing stories with former Councilmembers.
 - April 20 – The Las Virgenes-Calabasas Historical Society's annual meeting, featuring the movie Pursuit, filed in the City.
 - April 28 – Meet the fifth Beatle, Vince Calandra.
- A tree planting is scheduled to celebrate Arbor Day on April 30 at Calabasas High.

PRESENTATIONS

- Recognition of Cub Scouts Pack 333 for going over and above in community service efforts

Mayor Bozajian presented certificates to Cub Scouts Pack 333, Den 6.

Danny Illouz, Cub master of Pack 333 expressed appreciation for this recognition.

ORAL COMMUNICATIONS – PUBLIC COMMENT

Robin Borakove, Jacy Shillan, John Suwara and Frances Alet spoke during public comment.

CONSENT ITEMS

1. Approval of meeting minutes from February 24, 2016
2. Adoption of Resolution No. 2016-1499, approving the addition of new positions and eliminating positions in the Community Services Department
3. Adoption of Resolution No. 2016-1500, approving the acquisition of one of Los Angeles County tax-defaulted properties in Calabasas Highlands for the approximate amount of \$20,000 (Assessor Parcel No. 2072-002-014)
4. Approval of Grant Agreement with Santa Monica Mountains Conservancy in the amount of \$980,500 for Construction of Las Virgenes Creek Restoration Project (Phase II) and amendment to existing agreement with California Green Consultant in the amount of \$120,000
5. Recommendation to approve a professional services agreement with NOLA Partners, Inc. for Interior design and related services in an amount not to exceed \$125,000

The City Attorney requested Consent Item No. 5 be pulled from the agenda.

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

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

Councilmember Shapiro moved, seconded by Councilmember Weintraub to table Consent Item No. 5. MOTION CARRIED 5/0 as follows:

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

PUBLIC HEARING

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

Councilmember Gaines recused himself from participating on Item No. 6 and left the meeting.

Councilmember Shapiro moved, seconded by Mayor pro Tem Maurer to continue Item No. 6 to the April 27, 2016, Council meeting without further public notice. MOTION CARRIED 4/0 as follows:

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

ABSENT: Gaines

Councilmember Gaines returned to the meeting.

PUBLIC HEARING

7. Adoption of Resolution No. 2016-1493 implementing a membership fee structure for the Calabasas Senior Center

Mayor Bozajian opened the public hearing.

Mr. Rubin presented the report.

Mayor Bozajian closed the public hearing.

Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Item No. 7.

The Council concurred to continue this item to after Item Nos. 8 and 9.

9. Discussion on the Calabasas Klubhouse Preschool Program and potential options

Mr. Rubin presented the report.

Dana Rolland, Paul Koenig, Olga Jerinic, Kelly Jennings, Annette Adler, Steven Schuster, Julie Miller, Marian Bidari, Mark Miller, Lana Gadea, Alvin Fogel, Vanessa Osborne, Ian Mercer, Liam Bina, The Kim Burns, Season Skuro, Kirsten Johnson spoke on Item No. 9.

The meeting recessed at 8:34 p.m.
The meeting reconvened at 8:44 p.m.

Skye Wilson, Garrett, Maddy, Ed Albrecht, Mara Garcia, Karmen Brower, Brenda Johnson, Nia Nadanarajali, Beth Arcudi, Eugene Kim, Marie Wilson, Megan Eckert and Lucy Martin spoke on Item No. 9.

After extensive discussion, direction was provided to staff.

PUBLIC HEARING – CONTINUED

7. Adoption of Resolution No. 2016-1493 implementing a membership fee structure for the Calabasas Senior Center

After discussion, Councilmember Gaines moved, seconded by Councilmember Shapiro to approve Item No. 7. MOTION CARRIED 4/1 as follows:

AYES: Mayor Bozajian, Councilmembers Gaines, Shapiro and Weintraub

NAYS: Mayor pro Tem Maurer

Mayor pro Tem Maurer stated that she supports fees for non-residents but not for Calabasas residents.

NEW BUSINESS

8. Discussion and recommendation on an official name for the Calabasas Senior Center

Mr. Rubin presented the report.

After discussion, the City Council concurred on the name, Calabasas Senior Center.

INFORMATIONAL REPORTS

10. Check Register for the period of February 12-24, 2016
No action was taken on this item.

TASK FORCE REPORTS

Councilmember Shapiro reported his and Councilmember Weintraub's attendance to CHS, AC Stelle and Chaparral PFC meetings.

CITY MANAGER'S REPORT

Mr. Coroaalles reported that staff will visit Ethan & Allen with the Sr. Taskforce to select colors and furniture for the Calabasas Senior Center. Mr. Rubin reported that the Loop System will be used at the Senior Center for the hearing impaired.

FUTURE AGENDA ITEMS

Councilmember Gaines requested that discussion of single family residences and story pole policy be included when the Ridgeline Ordinance is agendized.

Councilmember Weintraub requested an item regarding environmental recognition programs for businesses.

ADJOURN

The City Council adjourned at 10:43 p.m. to their next regular meeting scheduled on Wednesday, March 23, 2016, at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MARCH 10, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, COLANTUONO HIGHSMITH & WHATLEY,
CITY ATTORNEY

SUBJECT: AMENDED EMPLOYMENT CONTRACT-COST OF LIVING
ADJUSTMENT FOR CITY MANAGER

**MEETING
DATE:** MARCH 23, 2016

SUMMARY RECOMMENDATION:

The City Manager's employment agreement entitles him to a specified salary which may be adjusted by the City Council in their discretion. The City Council has conducted an annual performance review of the City Manager and has requested the City Attorney prepare a report to consider amending the City Manager's employment agreement to provide a cost of living adjustment (COLA) in the same amount as provided to other employees in September 2015. The COLA authorized for employees was 1.35% retroactive to July 1, 2015 which would result in an adjustment of the City Manager's annual salary from \$233,544 (\$19,462 monthly) to \$236,700 (\$19,725 monthly). The attached tenth amended employment agreement would reflect and authorize the COLA increase of 1.35% retroactive to July 1, 2015.

DISCUSSION:

The City Manager's employment agreement entitles him to a specified salary which may, in the discretion of City Council, be adjusted. Having now conducted the City Manager's performance evaluation, the City Council has directed that a proposed

COLA be presented for consideration pursuant to law. The proposed COLA of 1.35%, retroactive to July 1, 2015, will be consistent with that approved in September 2015 for full time employees. The change is reflected as highlighted text in the attached tenth amended employment agreement.

FISCAL IMPACT/SOURCE OF FUNDING:

The City's current budget contains sufficient payroll appropriations to cover the COLA adjustment.

SUMMARY RECOMMENDATION:

If the City Council desires to approve the COLA adjustment to the City Manager's salary as outlined above, you should approve the tenth amended employment agreement and authorize the Mayor to sign it on behalf of the City.

ATTACHMENT:

Tenth Amended Employment Agreement between Anthony Coroalles and the City of Calabasas.

ITEM 2 ATTACHMENT
TENTH AMENDED EMPLOYMENT AGREEMENT

THIS TENTH AMENDED AGREEMENT is made and entered into as of the 23rd day of March 2016, by and between the CITY OF CALABASAS, California, a Municipal Corporation, hereinafter called the "City," and ANTHONY M. COROALLES, hereinafter called "Employee."

RECITALS

A. City desires to retain the services of Employee in the position of City Manager, and Employee desires employment as City Manager of the City;

B. The City Council desires to:

- (1) Retain the services of Employee.
- (2) Encourage the highest standards of fidelity and public service on the part of Employee.
- (3) Provide a just means for terminating Employee's employment and this Agreement when City may desire to do so;
- (4) Recognize Employee's accomplishments during his service to the City to date; and

C. The parties further desire to establish the Employee's conditions of employment.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties agree as follows:

1. Duties. City hereby employs Employee as City Manager of City to perform the functions and duties of the City Manager as specified in City's Municipal Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign to Employee. Employee agrees to devote Employee's full time and effort to the performance of this Agreement and to remain in the exclusive employ of City and not to become otherwise employed while this Agreement is in effect without the prior written approval of the City Council.

2. Hours of Work. Employee shall maintain a regular work schedule of 8 hours per day, Monday through Friday and shall not participate in the 9/80 schedule made available to other employees. Employee's duties may involve expenditures of time in excess of eight (8) hours per day and/or forty (40) hours per week, and may also include time outside normal office hours such as attendance at City Council meetings. Employee shall not be entitled to additional compensation for such time.

3. Term. This Agreement shall be effective December 15, 2003, and will remain in force and effect until terminated as provided herein. The amendments to this

Agreement made by this Tenth Amendment are effective as of March 23, 2016 unless otherwise expressly stated herein.

4. Salary; Merit Bonus. Under the Ninth Amended employment agreement City pays Employee for the performance of Employee's duties as City Manager under this Agreement an annual salary of \$233,544, less customary and legally required payroll deductions, representing a cost of living adjustment awarded to all City employees. Effective March 23, 2016 that sum shall be increased retroactive to July 1, 2015 representing a 1.35% cost of living increase (new annual salary-\$236,700). Salary and/or benefit adjustments shall be considered by the City Council annually in conjunction with Employee's annual performance evaluation pursuant to paragraph 11 of this Agreement. City shall not, at any time during the term of this Agreement, reduce Employee's salary or benefits unless such reduction is imposed across-the-board for all employees of the City.

5. Automobile. City shall provide Employee with a monthly auto allowance of \$500, which Employee acknowledges shall be subject to taxation. Employee shall have access to City-owned vehicles as needed to conduct official business during regular business hours or extended travel authorized by the City Council. Employee shall be responsible for paying for all liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and replacement of his automobile.

6. Retirement and Deferred Compensation. City shall contribute the employer's and Employee's portion of cost of membership in the Public Employees Retirement System (PERS) during the term of this Agreement. City shall also make available to Employee a qualified deferred compensation program under Internal Revenue Code Section 457 and will match any contributions Employee may make to that plan consistent with the City match provided to all other employees (currently 2% of the employee's salary).

7. Medical, Dental and Vision Insurance. City shall pay the monthly premiums for medical, dental and vision insurance for Employee and Employee's dependents in an amount sufficient to cover most plans offered by the City and not less than the amount afforded department heads. If Employee elects not to participate in the City's medical plan, the City will contribute the amount it pays in lieu of those benefits under the current benefit resolution of the City to the Section 457 plan referred to in paragraph 6 above or, at Employee's option, pay that sum as additional taxable compensation to Employee.

8. Other Benefits. City shall provide to Employee any other benefits mandated by state or federal law.

9. General Expenses and Business Equipment. City recognizes that certain expenses of a non-personal and job-related nature may be incurred by Employee. City agrees to reimburse Employee for reasonable expenses which are authorized by the City budget, submitted to the City Council for approval, and which are supported by expense receipts, statements or personal affidavits, and audit thereof in like manner as other demands against the City. City shall provide Employee with a lap-top computer and a cellular phone for the conduct of City business and to assure his availability to the City in the event of an emergency.

10. Official and Professional Development Expenses. City shall pay reasonable sums for professional dues and subscriptions for Employee necessary in the judgment of the City Council for Employee's continued participation in associations and organizations, which memberships are necessary and desirable for the continued professional development of Employee and for the good of the City, such as the League of California Cities and the International City/County Management Association. Notwithstanding the foregoing, the City Council shall have discretion to establish appropriate amounts, in the annual City budget or otherwise, for official and professional development expenses and travel costs.

11. Performance Evaluation. The City Council shall review and evaluate Employee's performance at least once annually. The City Council and Employee shall annually develop mutually agreeable performance goals and criteria which the City Council shall use in reviewing Employee's performance in the following year. It shall be Employee's responsibility to initiate this review each year. Employee will be afforded an adequate opportunity to discuss each evaluation with the City Council.

12. Indemnification. City shall defend, hold harmless and indemnify Employee against any claim, demand, judgment, or action of any type or kind arising within the course and scope of Employee's employment to the extent required by Government Code Sections 825 and 995.

13. Other Terms and Conditions of Employment.

(A) The City Council may from time to time fix other terms and conditions of employment relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provision of this Agreement, the Municipal Code, or other applicable law.

(B) The provisions of the City's Personnel Rules and Regulations ("Rules") shall apply to Employee to the extent they explicitly apply to the position of City Manager, except that if the specific provisions of this Agreement conflict with the Rules, the terms of this Agreement shall prevail. Without limiting the generality of the exception noted in the previous sentence, however, no provision of the Rules or this Agreement shall confer upon Employee a property right in Employee's employment or a right to be discharged only upon cause during Employee's tenure as City Manager. At such times as Employee is serving as City Manager, Employee is an at-will employee serving at the pleasure of the Council and may be dismissed at any time with or without cause, subject only to the provisions of this Agreement.

(C) Until such time as the Rules entitle him to a greater amount, effective February 13, 2005 Employee shall be entitled to 20 days of vacation leave with pay per year. Employee may accrue up to 45 days vacation and, once having accrued that amount, shall accrue no further vacation under this Agreement until he uses vacation time to reduce his accrued balance. The Employee may cash out vacation time on the same terms and conditions as established by the City for other management employees.

(D) Employee shall be entitled to 12 days of sick leave and 8 days of administrative leave with pay per year. Employee may not cash out unused sick leave upon termination of this Agreement. Administrative leave is prorated and Employee shall receive 4 and 1/3 days administrative leave for the *2003-04* fiscal year. Except as expressly provided in this Agreement, Employee's use and accrual of sick and administrative leave shall be governed by the Rules.

(E) Employee shall be exempt from paid overtime compensation and from Social Security taxes other than the mandatory Medicare portion of such taxes.

(F) Employee shall be entitled to eleven and one-half holidays per year pursuant to City policy and to one floating holiday per year. Except as expressly provided in this Agreement, Employee's holidays shall be governed by the Rules.

(G) The City will pay for Employee's memberships in the Calabasas Tennis & Swim Center and the Agoura Hills / Calabasas Community Center.

(H) The City will provide Employee short-term and long-term disability insurance on the same terms as such insurance is provided to department heads of the City. The City will provide Employee with life insurance in the amount of 1 and one-half times his annual salary with Employee to name the beneficiary. The City will pay the premium for Employee and his household members to participate in the City's Employee Assistance Program.

14. General Provisions.

(A) This Agreement constitutes the entire agreement between the parties. City and Employee hereby acknowledge that they have neither made nor accepted any other promise or obligation with respect to the subject matter of this Agreement. This Agreement may be amended only by a writing signed by Employee, approved by the City Council, and executed on behalf of the City.

(B) If any provision or any portion of this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement shall be deemed severable and shall not be affected and shall remain in full force and effect.

(C) This Agreement may be terminated by either party with or without notice and with or without cause subject only to the requirements of paragraph 15 below regarding severance. Notice of termination to City shall be given in writing to City, either by personal service or by registered or certified mail, postage prepaid, addressed to City as follows:

Mayor
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302

With a courtesy copy to:

Scott H. Howard
Colantuono Highsmith & Whatley,
City Attorney
300 So. Grand Avenue, Ste. 2700
Los Angeles, CA 90071-3137

Any notice to Employee shall be given in a like manner, and, if mailed, shall be addressed to Employee at the address then shown in City's personnel records. For the purpose of determining compliance with any time limit stated in this Agreement, a notice shall be deemed to have duly given (a) on the date of delivery, if served personally on the party to whom notice is to be given, or (b) on the second (2nd) calendar day after mailing, if mailed in the manner provided in this section to the party to whom notice is to be given. Notwithstanding the forgoing, this Agreement shall automatically terminate on the death or permanent disability of Employee and Employee agrees to make best efforts to give City not less than 60 days' written notice of his resignation.

(D) If an action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party in that action shall be entitled to reasonable and actual attorneys' fees and costs with respect to the prosecution or defense of the action.

(E) A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by the City and the City shall be free to enforce any term or condition of this Agreement with or without notice to Employee notwithstanding any prior waiver of that term or condition.

15. Severance. If City terminates this Contract without cause, as defined in this paragraph, then City shall pay Employee severance equal to six months' salary plus one month's salary, in the amounts in effect at the time the notice of termination is given, for each full year of service to the City which Employee has completed as of the termination date, not to exceed an amount equal to twelve months' salary. The City shall have cause to terminate Employee without payment of severance under this paragraph 15 if Employee engages in any of the following conduct: theft or destruction of City property; conviction of a felony, or of a misdemeanor adversely reflecting on Employee's fitness to perform assigned duties; unauthorized absence from employment or abuse of leave privileges; reporting for work, or being at work, under the influence of, or in the possession of, alcoholic beverages, or non-prescribed "controlled substances" as that term is defined in the federal Comprehensive Drug Abuse Prevention and Control Act of 1970 as amended to date (excluding possession of alcoholic beverages in compliance with the Rules); improper or unauthorized use of City funds or City property; acceptance by Employee of any valuable consideration from any person or entity other than the City for the regular performance of Employee's duties; or engaging in harassment prohibited by state or federal law.

IN WITNESS WHEREOF the parties have executed this Tenth Amended Agreement as of the day and year first above written.

EMPLOYEE

Anthony M. Coroalles

CITY OF CALABASAS

ATTEST:

Maricela Hernandez, MMC
CITY CLERK

James R. Bozajian
MAYOR

Approved as to form:

Scott H. Howard
CITY ATTORNEY



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 14, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF APPOINTMENT OF PETER KRAUT TO THE PLANNING COMMISSION (WEINTRAUB)

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

That the City Council approve the appointment of Peter Kraut to the Planning Commission with a term expiring November 2017.

BACKGROUND:

Pursuant to the Calabasas Municipal Code, City Commission members, with the exception of the Library Commission, serve terms lasting for the lesser of two years or until the expiration of the term of the Councilmember who nominated that commissioner. With the recent departure of a Planning Commissioner, Councilmember Weintraub has nominated Peter Kraut to fill the vacancy.

REQUESTED ACTION:

That the City Council approve the appointment of Peter Kraut to the Planning Commission with a term expiring November 2017.

ATTACHMENTS:

Commission application.



RECEIVED

FEB 24 2016

CITY OF CALABASAS

CITY of CALABASAS

APPLICATION FOR APPOINTMENT

AS A MEMBER OF:

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

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

If yes, when:

NAME: Peter A. Kraut

ADDRESS: [REDACTED]

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

HOME TELEPHONE: [REDACTED]

CELL PHONE: [REDACTED]

E-MAIL: [REDACTED]

HOME FAX:

REGISTERED VOTER IN CALABASAS? YES NO

BUSINESS TELEPHONE: [REDACTED]

BUSINESS FAX: [REDACTED]

OCCUPATION: Engineer/Owner

EMPLOYER: [REDACTED]

BUSINESS ADDRESS: [REDACTED]

TYPE OF BUSINESS: Architectural Engineering (MEP)

EDUCATION:

B.S. in Architectural Engineering Technology, Wentworth Institute of Technology, Boston, MA 1987-1991

Civil Engineering, University of Lowell, Lowell, MA, 1985-1987

CIVIC AFFILIATIONS:

American Institute of Architects, City of Los Angeles Building and Safety Technical Advisory Committee, American Society of Plumbing Engineers, Engineers Without Borders

COMMUNITY INTERESTS:


General Plan Advisory Committee 2007-2008, Assistant Scout Master-Boy Scout Troop 127, Mitzvah (Good Deed) Committee-Temple Or Ami

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

I moved my business to L.A. County (Calabasas) in 2003 and moved my family to Calabasas in 2005. This is my home. Being involved in architectural engineering for over 20 years, and having served on the Calabasas General Plan Advisory Committee, I believe that I am uniquely qualified to be on the Planning Commission. In the GPAC, I was a participant in the process of gathering information and perspectives from the community. We evaluated land use, among other things, and I would be honored to serve in a capacity that upholds that vision while embracing the current needs of the City. I am certain that my in depth understanding of the development, design and construction processes will be of service to this commission.

DATE:

2-24-2016



SIGNATURE OF APPLICANT

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

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



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 10, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR ON-CALL ENGINEERING, PLAN CHECK, SURVEYING, GEOTECHNICAL AND INSPECTION SERVICES FOR CIP AND RECOVERABLE PROJECTS IN AN AMOUNT NOT TO EXCEED \$100,000

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

Staff recommends the City Council approve a Professional Service Agreement with Willdan Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for the City's Capital Improvement Program (CIP) and Land Development recoverable projects in an amount not to exceed \$100,000.

BACKGROUND:

Since 2004, the City has contracted with professional engineering firms for their Civil Engineering, Plan Check, Surveying, Geotechnical and Inspection services for the City's CIP projects and land development reviews on an as-needed basis. In order to continue to meet the City's needs, City staff issued the Request for Proposal (RFP) for the aforementioned services.

The City currently has an active agreement with Willdan Engineering which will expire in December 2016. Public Works would like to terminate this contact and

enter into a new agreement with the firm for a two year term with the option of extending the end date of the agreement.

DISCUSSION/ANALYSIS:

City staff issued a Request for Proposal (RFP) for the aforementioned services on January 4, 2016. Twelve proposals were submitted in response to the RFP. The list of companies that had submitted proposals is presented in Exhibit B. The Evaluation Committee comprising of three members of the Public Works Department staff reviewed the proposals and assigned scores ranging from 0 to 20 to each evaluation category. The proposals were evaluated for the following criteria: relevant firm experience, team qualification, understanding and approach, and other factors. Staff also reviewed the fee schedules provided and included with each proposal. Based on the results of the final evaluations, Willdan Engineering ranked one of the three highest.

Willdan Engineering has been providing timely and quality services during the whole duration of the existing contract. Willdan has worked closely with staff to administer and provide their expert knowledge reviews in all facets of Land Development subdivision plan review, NPDES/SWPPP, Inspection, and Land Surveying. Additionally, Willdan is currently involved in reviews for various major development projects, including Canyon Oaks and the Rondell Oasis Hotel projects. It would benefit the City to retain Willdan for their past work experience, quality of service, and institutional knowledge of the major development projects listed above.

The City's needs for on-call engineering, plan check, surveying, geotechnical and inspection services have grown in the last few years, with the increase in number of CIP and private development projects.

Therefore, staff recommends contracting with Willdan Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services in an amount not to exceed \$100,000 with the option to make adjustments to the fee schedule based on the Consumer Price Index (CPI).

FISCAL IMPACT/SOURCE OF FUNDING:

Costs associated with the on-call services agreement are recoverable and charged to the project numbers requiring service.

The City collects deposits from development project applicants to pay for the services required for their developments. Each development project has a reimbursable account associated with it. Deposits collected from developers are

deposited in reimbursable accounts (Fund 11), which are used to pay for costs associated with the processing of the project.

CIP project are paid for from different State and Federal funding sources (Fund 40).

REQUESTED ACTION:

Staff recommends the City Council approve a Professional Service Agreement with Willdan Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for the City's Capital Improvement Program (CIP) and Land Development recoverable projects in an amount not to exceed \$100,000.

ATTACHMENTS:

Exhibit A: Professional Services Agreement with Willdan Engineering

Exhibit B: List of Companies

ITEM 4 EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT (City of Calabasas / *Willdan Engineering*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *on-call engineering, plan check, surveying, geotechnical and inspection services*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s *January 29, 2016* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *January 29, 2016* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 24, 2016.
- 3.4 “Expiration Date”: March 22, 2018.

4. TERM

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

5. CONSULTANT’S SERVICES

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

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Roxanne C. Hughes, P.E.** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during 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: Tatiana Holden
Telephone: (818) 224-1600
Facsimile: (818) 225-1735

If to Consultant:

Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001-2605
Attn: Roxanne C. Hughes
Telephone: (805) 653-6597
Facsimile: (805) 764-2067

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability 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”
Willdan Engineering

By: _____
James R. Bozajian, Mayor

By: _____
Bill Pagett, Senior Vice President

Date: _____

Date: _____

By: _____
David Hunt, Director of Engineering

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Exhibit A
Willdan Engineering Master Agreement
Scope of Services

03/14/2016

The scope of services includes comprehensive as-needed professional services consisting of the following three service areas:

1. Engineering and Public Works

An appropriate work order, which establishes a specified scope, fee and schedule, shall be executed and included with issuance of Notice to Proceed for each on-call assignment. The as-needed engineering/public works services include:

City Engineering

- Advise the City as to engineering and construction financing and grants available from other governmental agencies and private entities and, when so directed, initiate and prepare applications for such funding or grants.
- Establish working relationships and coordinate with all other public agencies and private utilities involving engineering matters affecting the City.
- Administer compliance with the City's requirements pursuant to the National Pollutant Discharge Elimination System (NPDES), including implementation of NPDES requirements that apply to proposed private development and construction (through plan checks) as well as to City facilities and capital improvement projects and including inspections, reporting, and enforcement measures addressing NPDES violations.
- Review plans and issue City permits when required and warranted for any proposed construction work or other physical modification within the public rights-of-way, including but not limited to, any proposed right-of-way encroachment (temporary or permanent) and proposed temporary street closures.
- Provide the appropriate level of on-site staffing at City Hall to administer the functions of the Public Works Department.
- Provide any related civil engineering, geotechnical, survey and mapping and/or public works services as requested by the City of Calabasas.

Development Review

- Review proposed subdivision maps, parcel maps, boundary adjustments, annexations, and legal descriptions for conformance with local and state ordinances and laws.
- Review proposed utility, grading, drainage, and improvement plans for public and private development.
- Review geotechnical and geologic reports for public and private improvements.
- Recommend conditions of approval for proposed development projects.
- Perform the statutory functions of the City Engineer pertaining to the review and approval of land division final maps and improvement plans.
- Establish performance and labor and material bond amounts, when required, and require the posting of such securities and other development fees within the proper time sequence of such development review.
- Provide field inspections of work performed by private contractors for public and private construction projects and recommend notices of completion and acceptance of the work.

- Provide necessary related functions as is the normal practice of a City Engineer in reviewing private developments.

Capital Projects Administration

- Provide short- and long-range capital project and program planning, including assisting City staff with maintenance and implementation of the City's capital improvement program.
- Provide preliminary and final design, as well as required environmental documentation, for a full range of City improvements such as streets, traffic signals, safety lighting, storm drains, sewer/water systems, landscaping and irrigation, and sidewalks.
- Prepare bid documents, specifications, and contracts.
- Estimate costs for specific projects and overall annual budgets for capital improvement projects.
- Investigate funding opportunities for projects and prepare applications, where appropriate.
- Perform construction observation and quality control oversight of public works projects and privately funded improvements in public rights-of-way.
- Administer contracts for public works projects and perform state/federal labor compliance for such projects as needed.

Traffic Engineering

- Review traffic engineering requests for services, route staff reports to appropriate reviewing personnel, and prepare letters regarding traffic engineering functions.
- Investigate traffic engineering-related matters and prepare reports with alternatives and recommendations for consideration by the City.
- Provide traffic engineering review of proposed development projects, including reviews of precise plans of design, conditional use permits, tentative tract maps, and similar projects and making recommendations on traffic impact mitigations and on overall circulation patterns, parking design/layout, signing, striping, marking, and minor changes to existing facilities.
- Inspect traffic control devices and projects as they are being installed or constructed. Recommend bond amounts required for traffic engineering improvements and recommend release of bonds for completed traffic engineering facilities.
- Provide input and assistance to City staff in developing the optimum capabilities and efficiency of the traffic engineering program.
- Provide special traffic engineering studies which may be needed to augment both field observations and review of existing traffic accident, traffic speed, and traffic volume data.
- Advise the City of grants potentially available to the community for alleviating identified traffic-related problems and advise the City of potential funding trades and exchanges with other agencies.
- Administer funding applications/expenditures.

Geotechnical and Material Testing

Provide on-call Geotechnical engineering to include:

- | | |
|------------------------------|----------------------------------|
| ▪ Subsurface exploration | ▪ Ground improvement |
| ▪ Soil testing | ▪ Soil stabilization |
| ▪ Settlement analysis | ▪ Pavement design and evaluation |
| ▪ Slope stability evaluation | |

- Shallow and deep foundation recommendations
- Construction inspection and monitoring

Provide on-call Earthquake engineering to include:

- Dynamic soil behavior
- Ground motions evaluation
- Liquefaction investigation and mitigation
- Seismic analysis and retaining walls
- Seismic rehabilitation of existing foundation

Provide on-call Engineering geology and hydrogeology to include:

- Feasibility Investigations
- Remote sensing imagery analysis
- Geologic mapping
- Fault investigations
- Geologic hazard assessment
- Forensic studies
- Slope erosion investigation and stabilization
- Pump test assessment
- Dewatering analysis

Provide on-call Construction materials testing and inspection to include:

- DSA/OSHPD
- Shear wall inspection
- Reinforced/pre-stressed concrete
- Reinforced masonry/DSA
- AWS/CWI
- Spray applied fireproofing
- Drilled-in anchors/epoxy injection
- Batch plant inspection
- Shotcrete/gunite
- Road and floor flatness testing

Land Surveying and Mapping Services

- Construction Layout
- Design Survey
- Topographic Survey
- Boundary Survey
- Control Survey
- Aerial Mapping
- A.L.T.A. Surveys
- Geographic Information Systems
- GPS
- Easements and Legal Descriptions
- Right-of-way Engineering
- Expert Witness

Program and Construction Management Services

- Planning Approval Assistance
- Design Management
- Funding Assistance
- Agency Approval Assistance
- Cost Estimating
- Constructability Review
- Bid Administration
- Resident Engineering
- Contract Administration
- Construction Observation
- Claims Review and Investigation
- Utility Coordination
- Federal Labor Compliance
- Material Sampling and Testing
- Public Relations and Outreach

Construction Inspection Services

- Documentation of Pre-Construction Conditions
- Meetings
- Field Inspection
- Reporting and Documenting
- Testing Oversight
- Punch List Preparation
- Preparation of As-Built Plans
- Project Closeout

Lighting and Landscape Maintenance Services

- Update contract documents, specifications and plans for the various landscape maintenance contracts with the Landscape Districts, Parks, and Public Works areas.
- Update annual weed abatement workload inventories, contract documents, and work area maps for public and private parcels within various lighting and landscaping districts.
- Provide any other lighting and landscaping district maintenance services as requested by the City of Calabasas.

2. Administrative Services

Provide staffing and other resources as required to administer and fully implement the City's Community Development Block Grant funded Housing Rehabilitation Program. An appropriate work order, which establishes a specified scope, fee and schedule, shall be executed and included with issuance of Notice to Proceed for each on-call assignment.

EXHIBIT B
APPROVED FEE SCHEDULE

3. Professional Services Fee

Willdan's standard hourly rates for services to be performed by our proposed project team are as follows:

Name	Title/Position	Rate (Per Hr)
Roxanne Hughes, PE	Principal Project Manager/Project Manager	\$188
Mike Bustos, PE, ENV SP	Senior Engineer III/Civil Engineering Support	\$160
Beau Thompson, EIT	Assistant Engineer III/Plan Checking	\$116
Mario Cisneros	Assistant Engineer I/Plan Checking	\$98
Vanessa Muñoz, PE, TE, PTOE	Deputy Director of Engineering/Traffic Engineering	\$190
Jeffery Lau, PE	Senior Engineer/Traffic Engineering	\$149
Reggie Greene	Senior Engineer II/Traffic Engineering	\$154
Joe Bellomo, PE	Supervising Engineer/Stormwater Support	\$177
Kelsey Erisman	Assistant Engineer I/Stormwater Review	\$98
Ross Khiabani, PE, GE	Principal Geotechnical Engineer/Geotechnical/Geological Review, Testing & Inspection Services	\$190
Mohsen Rahimian, PE, GE	Project Engineer/Geotechnical/Geological Review, Testing & Inspection Services	\$160
Girish Agrawal, JD, PhD, PE, GE	Principal Engineer II/Geotechnical/Geological Review, Testing & Inspection Services	\$160
Wendy Drummond, PG, CEG	Project Geologist/Geotechnical/Geological Review, Testing & Inspection Services	\$160
David Knell, PLS	Principal Project Manager/Surveying and Mapping	\$185

ITEM 4
EXHIBIT B

List of firms submitted proposals in response to the RFP

1. HEATHCOTE GEOTECHNICAL
2. M6 CONSULTING
3. WILLDAN ENGINEERING
4. FURGO CONSULTANTS
5. B&E ENGINEERS
6. ONWARD ENGINEERING
7. KIMLEY HORN & ASSOCIATES
8. RJR ENGINEERING
9. BUREAU VERITAS
10. ROSHANIAN & ASSOCIATES
11. FUSCOE ENGINEERING
12. KOURY ENGINEERING



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 10, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH RJR ENGINEERING FOR ON-CALL ENGINEERING, PLAN CHECK, SURVEYING, GEOTECHNICAL AND INSPECTION SERVICES FOR CIP AND RECOVERABLE PROJECTS IN AN AMOUNT NOT TO EXCEED \$100,000

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

Staff recommends the City Council approve a Professional Service Agreement with RJR Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for the City's Capital Improvement Program (CIP) and Land Development recoverable projects in an amount not to exceed \$100,000.

BACKGROUND:

Since 2004, the City has contracted with professional engineering firms for their Civil Engineering, Plan Check, Surveying, Geotechnical and Inspection services for the City's CIP projects and Land Development reviews on an as-needed basis. In order to continue to meet the City's needs, City staff issued the Request for Proposal (RFP) for the aforementioned services.

DISCUSSION/ANALYSIS:

City staff issued a Request for Proposal (RFP) for the aforementioned services on January 4, 2016. Twelve proposals were submitted in response to the RFP. The list of companies that had submitted proposals is presented in Exhibit B. The Evaluation Committee comprising of three members of the Public Works Department staff reviewed the proposals and assigned scores ranging from 0 to 20 to each evaluation category. The proposals were evaluated for the following criteria: relevant firm experience, team qualification, understanding and approach, and other factors. Based on the results of the final evaluations, Willdan Engineering and RJR Engineering ranked highest. Staff also reviewed the fee schedules provided and included with each proposal.

RJR Engineering is well known in the field and has successfully provided services to the City in the past. RJR Engineering was involved with Land Development as well as CIP Projects in Calabasas and provided Plan Checking, Construction Management, and Geotechnical Services for several years. The firm's staff is familiar with Calabasas' topography and geology. RJR helped develop the Manual for the Preparation of Geological and Geotechnical Reports in 2008 and which the City has been utilizing since 2010.

The City's needs for On-Call Engineering, Plan Check, Surveying, Geotechnical and Inspection Services have grown in the last few years, with the increase in number of CIP and private development projects. The combined services of these firms should meet the City's needs for the next two years.

Therefore, staff recommends contracting with RJR Engineering for On-Call Engineering, Plan Check, Surveying, Geotechnical and Inspection Services in an amount not to exceed \$100,000 with the option to make adjustments to the fee schedule based on the Consumer Price Index (CPI).

FISCAL IMPACT/SOURCE OF FUNDING:

Costs associated with both on-call services agreements are recoverable and charged to the project numbers requiring service.

The City collects deposits from development project applicants to pay for the services required for their developments. Each development project has a reimbursable account associated with it. Deposits collected from developers are deposited in reimbursable accounts (Fund 11), which are used to pay for costs associated with the processing of the project. CIP projects are paid for from different State and Federal funding sources (Fund 40).

REQUESTED ACTION:

Staff recommends the City Council approve a Professional Service Agreement with RJR Engineering for on-call engineering, plan check, surveying, geotechnical and inspection services for the City's Capital Improvement Program (CIP) and Land Development recoverable projects in an amount not to exceed \$100,000.

ATTACHMENTS:

Exhibit A: Professional Services Agreement with RJR Engineering

Exhibit B: List of Companies

ITEM 5 EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT (City of Calabasas / *RJR Engineering Group*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *[RJR Engineering Group, a California Corporation* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *on-call engineering, plan check, surveying, geotechnical and inspection services*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s *January 28, 2016* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s *January 28, 2016* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 24, 2016.
- 3.4 “Expiration Date”: March 22, 2018.

4. TERM

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

5. CONSULTANT’S SERVICES

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

shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of One Hundred Thousand Dollars (\$100,000.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Robert W. Anderson, PE** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
 - 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during 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: Tatiana Holden
Telephone: (818) 224-1600
Facsimile: (818) 225-1735

If to Consultant:

RJR Engineering Group
3500 Camino Avenue, Suite 200
Oxnard, CA 93030
Attn: Robert W. Anderson
Telephone: (805) 485-3935
Facsimile: (805) 485-6496

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability 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”
RJR Engineering Group

By: _____
James R. Bozajian, Mayor

By: _____
Robert W. Anderson, President

Date: _____

Date: _____

By: _____
Steve Anderson, Vice President

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK



3.0. PROJECT SCOPE OF WORK AND APPROACH

The following presents the scope of work and other possible tasks that RJR can perform. This scope and tasks are the same duties and responsibilities currently performed by RJR for the City of Moorpark. RJR is fully competent and experienced in all of the areas outlined in the RFP scope of services, as well as other tangible areas of expertise. The following is the scope of work required by the City under the RFP:

- A. Coordinate all work and activities with other City departments and public Agencies, and work cooperatively with other project entities such as Engineers, contractors, regulatory and permitting agencies, and City staff, and the general public.
- B. Attend and make presentations at community meetings, public hearings, City Council, Planning Commission, permitting and regulatory agencies and support City staff with Boards and Ad Hoc Committees as needed. Respond verbally and in writing to inquiries from developers, contractors, and the public in connection with the project.
- C. Perform services according to standards used by the City including, but not limited to, Caltrans Standard Specifications and Plans, Standard Specifications and Plans for Public Works Construction (Green Book), City Road and other utility standards (in coordination with the County and/or LVMWD) Municipal Code, Uniform Building Code, AWWA, and other appropriate State, Federal and local regulations and policies.
- D. Coordinate permitting through regulatory agencies such as Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, Caltrans, Federal Highway Administration, Federal Transit Administration, County Water Protection District, Federal Emergency Management Agency, Thousand Oaks Municipal Code, and development standards.
- E. As applicable, handle and disclose of hazardous material within project work zones, in accordance with State and Federal requirements.
- F. When required for a project, perform all environmental documentation and processing in accordance with NEPA, CEQA, NPDES, and other applicable City, State, and Federal codes and regulations.

Other services that can be provided if required, upon request:

- Administer compliance with the City's requirements pursuant to the National Pollutant Discharge Elimination System (NPDES) and MS4 responsibilities, including implementation of NPDES requirements that apply to proposed private development and construction (through plan checks) as well as to City facilities and capital improvement



projects and including inspections, reporting, and enforcement measures addressing NPDES violations.

- Review plans and issue City permits when required and warranted for any proposed construction work or other physical modification within the public rights-of-way, including but not limited to, any proposed right-of-way encroachment (temporary or permanent) and proposed temporary street closures.
- Provide the appropriate level of on-site staffing at the City to provide the services outlined herein, as requested.
- Provide any related civil engineering, geotechnical, survey and mapping and/or public works services as requested by the City.
- Provide preliminary and final design, as well as required environmental documentation, for full range of City improvements such as streets, traffic signals, safety lighting, storm drains, sewer/water systems, landscaping and irrigation, and sidewalks.
- Provide short- and long-range capital project and program planning, including assisting City staff with maintenance and implementation of the City's capital improvement program.
- Prepare bid documents, specifications, and contracts.
- Assist or estimate costs for specific projects and overall annual budgets for capital improvement projects.
- Investigate funding opportunities for projects and prepare applications, where appropriate.
- Perform construction observation and quality control oversight of public works projects and privately funded improvements in public rights-of-way.
- Administer contracts for public works projects and perform state/federal labor compliance for such projects as needed.

RJR can provide the following, but not limited to the following areas of practice that are most typically encountered in CIP work. Our personnel are very skilled communicators, problem solvers, and adept at maintaining time line and budgets. RJR is a "boutique company" that provides a specialized expertise for civil and geotechnical engineering, construction management and inspection services.



Civil Engineering Design: RJR can provide a variety of design services, which include:

- Feasibility and conceptual site plans
- Bulk grading plans
- Rough grading plans
- Precise grading plans
- Storm Drain Plan and Profile Plans
- Roadway Plan and Profile Plans; Sidewalk, Curb and Gutter Improvements
- Sewer and Water Plan and Profile Sheets
- On-Site Sewer Plans
- Dry Utility Plans
- Hydrology and Drainage Modeling and Studies
- Flood Plain Analysis Reports
- Watershed Management and Enhancement Plans
- CLOMR and LOMR studies
- Stormwater Management Plans and SWPPP Reports
- Temporary Shoring and Excavation Plans
- Traffic and Routing Plans
- In-Construction Change Orders
- Rough Grade and As-Built Plans
- Rough Grade and Final Grade Certificates
- Stormwater Modeling
- TMDL Assessments
- Retaining Wall Designs
- BMP and LID Measures

Given the vast and diverse field of engineering, there will be specialized or unique conditions and designs that RJR does not have the necessary experience or expertise. In these instances, RJR will notify the City and make the appropriate recommendations.

Geotechnical: RJR has extensive and demonstrated experience for geologic and geotechnical plan check which include but not limited to:

- EIR and CEQA Level Studies
- Site Feasibility Assessment
- Rough Grade Reports
- Grading Stage Reports
- Rough Grade Compaction Reports
- Final Grade and Utility Reports

These reports and review include studies and analysis with experience in the following areas:

- Conventional site grading
- Geogrid reinforced slopes
- Soil-cement slope repairs
- Butress and Shear key installation
- Rock fills
- Deep fills
- Landslide investigations and mitigations
- Small dams
- Detention, spreading, and retention basins
- Communication towers
- Subgrade stabilization
- Structural pavement designs
- Temporary shoring and excavations, including slot cuts, timbers and soldier piles
- Pier and grade beam foundations



- Driven piles
- Structural slabs
- Post tensioned slabs
- Conventional retaining walls
- Soils nail and tie back walls
- Segmented retaining walls
- Free standing pools
- Utility trench backfill and special conditions
- Pipe jacking
- Percolation rate testing
- Seismic site response
- Ground rupture
- Liquefaction
- Lateral Spread
- Seismic settlement
- Expansive soils
- Hydroconsolidation
- Soil creep
- Sulfate expansion
- Bedrock heave
- High groundwater
- Slope stability
- Newmark's slope deformation



EXHIBIT B
APPROVED FEE SCHEDULE

8.0. FEE SCHEDULE

8.1. FEE RATES

All on-call public works and engineering services will be based on the following Fee Schedule:

Principal Professional:	Robert W. Anderson, RCE	\$150.00/hour
	James O'Tousa, CEG	\$150.00/hour
Senior Professional/Surveyor:	Mike Kennada, LS	\$140.00/hour
Project Professional:	Tony Aguilar	\$125.00/hour
	Rick Hajas	\$125.00/hour
Staff Professional:	Ryan Thomas	\$ 110.00/hour
Field Inspector:	Steve Anderson	\$ 90.00/hour
Clerical/Admin:		\$ 50.00 / hour

These fees include all inclusive. There are no additional costs or expenses.



ITEM 5
EXHIBIT B

List of firms submitted proposals in response to the RFP

1. HEATHCOTE GEOTECHNICAL
2. M6 CONSULTING
3. WILLDAN ENGINEERING
4. FURGO CONSULTANTS
5. B&E ENGINEERS
6. ONWARD ENGINEERING
7. KIMLEY HORN & ASSOCIATES
8. RJR ENGINEERING
9. BUREAU VERITAS
10. ROSHANIAN & ASSOCIATES
11. FUSCOE ENGINEERING
12. KOURY ENGINEERING



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 14, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO APPROVE AMENDMENTS TO EXISTING PROFESSIONAL SERVICES AGREEMENTS FOR ENGINEERING SUPPORT SERVICES FOR THE LOST HILLS ROAD INTERCHANGE PROJECT; AN AMENDMENT WITH KIER AND WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC. TOTALING AN AMOUNT NOT TO EXCEED \$350,000, AN AMENDMENT WITH PARSONS CORPORATION TOTALING AN AMOUNT NOT TO EXCEED \$2,982,640; AND AN AMENDMENT WITH MICHAEL BAKER INTERNATIONAL TOTALING AN AMOUNT NOT TO EXCEED \$309,756

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

Staff recommends the City Council approve amendments to three existing professional services agreements for engineering support services for the Lost Hills Road Interchange Project; an amendment with Kier and Wright Civil Engineers and Surveyors, Inc. totaling an amount not to exceed \$350,000, an amendment with Parsons Corporation totaling an amount not to exceed \$2,982,640 and an amendment with Michael Baker International totaling an amount not to exceed \$309,756.

BACKGROUND:

At the March 11, 2015 and the November 13, 2013 meetings City Council approved, consequently, professional services agreements with Kier and Wright

Civil Engineers and Surveyors, Inc. for engineering support services, and Parson Corporation for construction management for the Lost Hills Road Interchange Project.

The scope of work for Kier and Wright Civil Engineers and Surveyors, Inc. includes performing design support, responding to requests for information, creating as-built drawings of the project and other construction support, on an as needed basis. Parson's scope of work consists of providing project management and construction management services including material testing by a testing sub-consultant, Twining Inc. Those services have been provided since the beginning of construction in August 2015.

DISCUSSION/ANALYSIS:

During construction of the project, it became apparent that the project of this magnitude, of which involves construction of a facility in Caltrans' right-of-way, requires additional involvement from the engineering support team. The scope of work needs to be expanded in order to provide a timely resolution of construction and field related issues, address unknown utility conflicts and constructability concerns, contractor's requests for information, and to provide quick redesign solutions. The majority of the issues that arise during construction are crucial for the project schedule. In addition, more structural, civil and electrical design work is required for changes to the bridge aesthetics. Staff suggests approving the expanded scope of services for Kier & Wright to accommodate those needs.

Staff also recommends retaining Eric Spangler from Michael Baker International who has been involved with the design and Caltrans' review stages of the project. Eric and his staff at Michael Baker have extensive Caltrans design experience as well as familiarity working with Caltrans' oversight projects. With Eric's assistance and knowledge, he can support the project management and engineering support team.

In accordance with Caltrans' project oversight requirements, the materials manufactured or fabricated away from the job site are subject to source inspections. The original contract with Parson's only covers project management for source inspections. The amount revised is based on the information received from the Caltrans Materials Engineering and Testing Services (METS) during the project's weekly construction meetings. The cost estimate from Twining, Parsons' material testing subcontractor, is included in Exhibit C.

FISCAL IMPACT/SOURCE OF FUNDING:

The construction costs are covered by the Los Angeles County for Measure R Funding. The construction budget also includes \$3,000,000 from the Las Virgenes/

Lost Hills Bridge & Thoroughfare District Funds (B&T) to cover costs outside of the Measure R Funds.

REQUESTED ACTION:

Staff recommends the City Council approve amendments to three existing professional services agreements for engineering support services for the Lost Hills Road Interchange Project; an amendment with Kier and Wright Civil Engineers and Surveyors, Inc. totaling an amount not to exceed \$350,000, an amendment with Parsons Corporation totaling an amount not to exceed \$2,982,640 and an amendment with Michael Baker International totaling an amount not to exceed \$309,756.

ATTACHMENTS:

- Exhibit A: Amendment No. 2 to the Professional Services Agreement with Michael Baker International
- Exhibit B: Amendment No. 1 to the Professional Services Agreement with Kier & Wright Civil Engineers and Surveyors
- Exhibit C: Amendment No. 1 to the Professional Services Agreement with Parson Corporation

ITEM 6 EXHIBIT A

PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas / Michael Baker International, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Michael Baker International, Inc. a Pennsylvania corporation ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: To complete remaining tasks from a professional services agreement with RFP Consulting signed on June 26, 2013 that was merged with Michael Baker International, Inc.
- 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 August 11, 2015 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's August 11, 2015 fee schedule to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.3 "Commencement Date": September 9, 2015.
- 3.4 "Expiration Date": December 8, 2015.

4. TERM

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

Initials: (City) JS (Contractor) MB

5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of ninety seven thousand and two hundred fifty six Dollars (\$97,256.00) 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. **Anna Lantin** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions

Initials: (City) RA (Contractor) AL

from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not

Initials: (City)

BEJ

(Contractor)

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enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

Initials: (City)



(Contractor)



11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at

Initials: (City)

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(Contractor)

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least two weeks prior to the expiration of the coverages.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

Initials: (City)

RF

(Contractor)

AK

normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

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

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during 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) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Michael Baker International **INC.**,
P.O. Box 515714
Los Angeles, CA 90051-5195
Attn: Anna Lantin
Telephone: (949) 472-3461
Facsimile: (949) 439-7922

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to

Initials: (City) JE (Contractor) AL

City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

- 17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

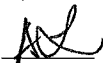
18. GENERAL PROVISIONS

- 18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability 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

Initials: (City)



(Contractor)



to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.

- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

Initials: (City)



(Contractor)



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”
Michael Baker International INC

By: [Signature]
Lucy M. Martin, Mayor

By: [Signature]
Anna Lantin, Senior Vice President

Date: 9-10-15

Date: 8/31/15

By: [Signature]
Michael Tylman, Vice President

Date: 9/1/15

Attest:

By: [Signature]
Maricela Hernandez, MMC
City Clerk

Date: 9/17/15

Approved as to form:

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

Date: 9-9-15

Initials: (City) [Initials] (Contractor) [Initials]

Exhibit A



August 11, 2015

Alex Farassati
City of Calabasas
Public Works Department
100 Civic Center Way
Calabasas, CA 91302

Dear Mr. Farassati:

Please be advised that the Michael Baker family of companies has undergone an internal restructuring in connection with its "Michael Baker International" rebranding efforts. In connection with such efforts, on July 1, 2015, RBF Consulting, a California corporation ("RBF"), merged with and into Michael Baker International, Inc., a Pennsylvania corporation ("Michael Baker"). As a result of the merger, the separate legal existence of RBF ceased and Michael Baker continues as the surviving entity under the name "Michael Baker International, Inc."

Michael Baker hereby requests your consent to the assignment by RBF to Michael Baker of all its rights and obligations under the agreement(s) listed on the attached Annex A (the "Assignment"). Please indicate your acknowledgement of this notice and consent to the Assignment by signing a copy of this letter in the space provided below and returning it by fax or email with the original to follow by mail, no later than August 31, 2015 to:

Michael Baker International, Inc.
Attention: Legal Department
500 Grant Street
Pittsburgh, PA 15219
Fax: 412-918-4001
Attention: Legal Department
Email: LegalReview@mbakercorp.com

In addition, please copy me via email at alantin@mbakerintl.com.

Page 2


Initials: (City) VF (Contractor) AD

By signing below, (a) you consent to the Assignment, including the assumption of the Agreement by Michael Baker, and confirm that no other documentation is required under the Agreement in connection with the Assignment, (b) you waive any requirement under the Agreement for such further documentation, (c) you waive any right you may have to terminate the Agreement as a result of the merger, (d) you acknowledge that you have not previously transferred, assigned or pledged your rights or obligations under the Agreement to any other person or entity, and (e) you acknowledge that the Agreement is in full force and effect and that neither party is currently in breach of any of its obligations under the Agreement.

If you have any questions, please feel free to contact me at (949) 472-3461.

Sincerely,



RBF Consulting

By: 
Anna Lanfin, Vice President
RBF Consulting

CONFIRMED AND AGREED,
Intending to be legally bound:

City of Calabasas

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

Initials: (City)  (Contractor) 

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Michael Baker International, Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 14th day of October, 2015 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and Michael Baker, International, Inc., 2729 Prospect Park Drive, Suite 220, Rancho Cordova, CA 95670 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated September 9, 2015 in the following fashion:


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

3.3 “Expiration Date”: October 14, 2016.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$119,756.00.


Initials: (City) AP (Contractor) rc

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

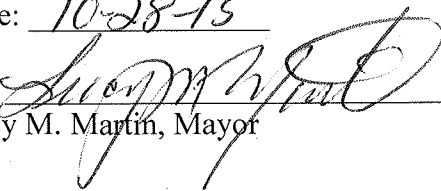
By: 
Robin Parker, Administrative Services
Director

“Consultant”
Michael Baker International, Inc.

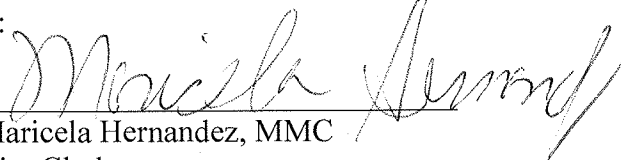
By: 
Philip O. Carter, Vice President

Date: 10/20/14

Date: 10-28-15

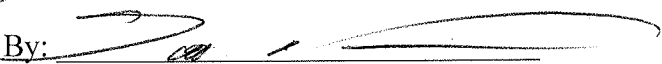
By: 
Lucy M. Martin, Mayor

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 10/29/15

Approved as to form:

By: 
Scott H. Howard, City Attorney

Date: 10-28-15

1. TECHNICAL APPROACH

Michael Baker's project approach will efficiently and effectively assist the City of Calabasas with the continued successful implementation of its CDBG-funded Housing Rehabilitation Program.

Michael Baker International (Michael Baker) has extensive experience with creating and implementing housing and community development programs which will allow us to readily implement the program to the City's complete satisfaction. Michael Baker will administer the City's programs in accordance with all applicable regulations and the City's adopted program guidelines.

Michael Baker will provide added value by making all information needed to comply with annual CDBG reporting and general grant administration requirements readily available to the City's Senior Management Analyst. Our project manager will serve as an extension of City staff and will require no orientation since he is already quite familiar with the City's procedures and expectations. In administering the program, he will exhibit the customer service attitude that characterizes all assignments undertaken by Michael Baker.

The following is a description of Michael Baker's approach to administering and implementing the City's Housing Rehabilitation Program.

HOUSING REHABILITATION PROGRAM SERVICES

PROGRAM GUIDELINES

Michael Baker will manage the Housing Rehabilitation Program in accordance with the policies and procedures in the City's adopted program guidelines. Michael Baker will review and update the guidelines as needed to reflect desired changes and to conform to any changes in applicable US



Department of Housing and Urban Development (HUD) or County of Los Angeles Community Development Commission (CDC) regulatory requirements.

MARKETING

Michael Baker will initiate marketing and promotional efforts to compile a list of potential participants, while also working from any current waiting list. All marketing collateral will conform to fair housing and equal opportunity lending requirements and display the equal housing logo. If requested, Michael Baker will participate in informational community meetings with residents interested in the program.

CLIENT INTAKE AND APPLICATION ASSESSMENT

Michael Baker will respond to all program inquiries from homeowners and other interested parties. We will log all contacts and provide the City with an interest list and a report on inquiries. We will accept and review applications for rehabilitation grants and provide assistance to applicants who need help completing applications or who may have questions about the process.

Michael Baker will review applications for completeness and will request and compile information required to complete the application. Michael Baker will qualify applicants for participation in the program based on verification of the applicant's annual income, ownership of the unit, and condition of the unit and desired improvements. Comprehensive project files will be established that will ultimately contain all of the information relevant to each rehabilitation project.

ENVIRONMENTAL REVIEW

Any environmental documentation required to provide clearance for the program activities pursuant to the National Environmental Policy Act will be prepared by the environmental consultant retained by the CDC to prepare such documentation. However, Michael Baker will coordinate Section 106 historic preservation reviews with the architectural historian retained by the CDC to perform such reviews and provide her with the

Michael Baker

INTERNATIONAL

information to make the necessary determinations regarding the historical significance of the homes to be rehabilitated.

SCOPE OF WORK AND BIDDING

Scope of Work

Michael Baker will consult with the homeowner and inspect the property to determine the needed repairs. Specialized reports may need to be ordered such as a structural/pest inspection or lead-based paint or asbestos testing. If required, such reports will be prepared by outside specialists already under contract to the City or to be selected by Michael Baker.

Michael Baker will prepare detailed work specifications for all projects. The work specifications will include all labor and materials needed to complete the rehabilitation, as well as a line item cost estimate of the work to be performed. Michael Baker will review the scope of work with the homeowner and obtain homeowner approval of the work and cost estimate.

Bid Solicitation and Development

Once accepted by the homeowner, Michael Baker will use the scope of work as the bid specifications. We will provide bidders' instructions and a bid solicitation packet. The bid solicitation will be sent to all contractors on the qualified list. Michael Baker will conduct a "bid walk" at the home with all interested bidders to review the requested scope of work and respond to any clarifying questions. Bids must be submitted using the bid forms provided by Michael Baker.

Once bids are returned, Michael Baker will assist the homeowner with reviewing the bids. Michael Baker staff will, when necessary, help the homeowner to select a contractor who is able to responsibly complete the rehabilitation work and who provides a good value to the homeowner and to the City. As discussed later in this section, Michael Baker will confirm that contractors are not debarred from performing federally funded work and are appropriately licensed and bonded prior to bidding, thereby avoiding unnecessary delays at this point in the process.

GRANT DOCUMENT PROCESSING

After the homeowner has selected a contractor, Michael Baker will prepare the rehabilitation grant documents for execution by the homeowner and the contractor. Michael Baker will ensure that both the homeowner and the contractor fully understand all the provisions in the grant agreement and construction contract. After the necessary documents are signed, a Notice to Proceed will be issued, allowing rehabilitation work to commence.

PROJECT MANAGEMENT (CONSTRUCTION)

Pre-Construction

Michael Baker will develop all construction documents, including the scope of work, specifications, and construction contract. Prior to issuing the Notice to Proceed, Michael Baker will conduct a pre-construction conference with the contractor and the homeowner. We will ensure that both the contractor and the homeowner fully understand all the provisions in their agreements and the construction process, including the roles and responsibilities of all parties. Michael Baker will require the contractor to obtain building permits and local approvals as necessary.

Inspection and Compliance

Michael Baker will closely monitor construction progress and be in regular contact with the homeowner and the contractor. We will ensure work is completed consistent with the industry-wide standard of care and in accordance with the construction contract. Photographs of the work progress will be taken and maintained in the project file.

Progress Payments

Michael Baker will review progress payment requests. Michael Baker will inspect the work claimed as complete and will ensure all lien waivers, warranty commitments, and the homeowner's approval are obtained prior to release of payment. Michael Baker will review all change order requests.

Prior to final payment or release of retention, Michael Baker will make a final inspection of the work to confirm completion. We will ensure all local conditions have been met, the building permit is closed, a Notice of Completion has been recorded, and there are no liens pending on the

Michael Baker

I N T E R N A T I O N A L

property. Michael Baker will also assist homeowners in securing warranties from contractors for construction defects for one year from the date of final approval by the City's Building and Safety Division.

Dispute Resolution

Michael Baker will take primary responsibility for dispute resolution between the contractor and the homeowner. Michael Baker will work to prevent disputes by reviewing program requirements and expectations early and often. Michael Baker will use the pre-bid and pre-construction conferences to communicate expectations and develop the contractor-homeowner relationship. Michael Baker will check in regularly on project progress to avert disputes.

RECRUITMENT AND QUALIFICATION OF CONTRACTORS

To supplement the contractors who have previously participated in the program, Michael Baker will solicit interest on the part of additional contractors. Michael Baker will target recruitment of minority- and women-owned businesses and Section 3 firms. Michael Baker will ensure all contractors are not included on the Federal Debarred List, that they are licensed and bonded through the State Contractor's License Board, and that they meet any additional qualifications stipulated by the City. Qualified contractors will be included on the City's roster of contractors qualified to receive program bid solicitations.

MAINTAIN RECORDS AND REPORTING

As previously indicated, Michael Baker will maintain comprehensive files for each rehabilitation project. Michael Baker will submit the files to the City upon project completion. Michael Baker staff will ensure that the program is administered in accordance with applicable HUD and CDC regulations and will complete all required quarterly, semi-annual, and annual reports to the CDC within the stipulated time frames. Our project manager will attend program-related public meetings or hearings, when requested, and will assist the City in preparing for and coordinating the monitoring of program activities by the CDC. He will also assist the City in preparing documentation required for the continued funding of the program by the CDC.

4. COST AND PRICING

FEE

Michael Baker is proposing to provide all of the services requested by the City for a fee not to exceed \$22,500, based on a total program budget of \$85,000. In the event that additional funds are allocated to the program during the course of the fiscal year, our fee would increase, but in no case will exceed the maximum amount allowed for housing rehabilitation activity delivery by the CDC.

BILLING RATE

Mr. Neal's services would be provided on an hourly basis at a rate of \$95.00, for the not-to-exceed fee stated above. This rate is fully burdened and the City will not be charged extra for travel, supplies, or other non-personnel costs. The City will be billed monthly for services rendered, with an itemization of the hours worked per week by Mr. Neal.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and **Michael Baker International**)

This Amendment No. 2 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 23rd day of March, 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and **Michael Baker International** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated September 9, 2015 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” March 15, 2016 proposal to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” March 15, 2016 fee schedule to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: December 31, 2017.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$309,756.

Initials: (City) _____ (Contractor) _____

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”
Michael Baker International

By: _____
James R. Bozajian, Mayor

By: _____
Steve Huff, Vice President

Date: _____

Date: _____

By: _____
Michael Bruz, Vice President

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____



We Make a Difference

March 10, 2016
March 14, 2016, rev1

Mr. Robert Yalda

Director of Public Works/City Engineer
City of Calabasas Public Works Dept.
100 Civic Center Way
Calabasas, CA 91302

SUBJECT: SCOPE AND FEE PROPOSAL
LOST HILLS INTERCHANGE / US 101 DESIGN SUPPORT DURING CONSTRUCTION

Dear Mr. Yalda,

Michael Baker International, Inc. (Michael Baker) is pleased to submit this scope and fee proposal for providing design support during construction for the Lost Hills / US 101 Interchange project. We understand that we would be retained to resolve design issues expeditiously, coordinate with Caltrans as appropriate, and support the City and its construction management team in providing Design Support During Construction. Michael Baker has extensive Caltrans design experience, and my personal knowledge of the project will help quickly and efficiently resolve any design issues that may come up. Our Scope of Work includes:

SCOPE OF WORK: Michael Baker will obtain hard copy plans and current CAD files in Microstation (.dgn) format from Keir & Wright and will provide design support for the roadway plans including the following sheets:

- Title sheet
- Typical sections
- Profile sheets
- Layout sheets
- Construction detail sheets
- Temporary Water Pollution Control sheets
- Contour grading plans
- Drainage plans
- Utility plans in the Caltrans plan set
- Construction Area sign plans
- Stage Construction & Traffic Handling plans
- Pavement Delineation
- Sign plans
- Summary of Quantities sheets

Additionally, Michael Baker has in-house Traffic and Electrical design capabilities and can take over design support for the Electrical “E” sheets, once the current electrical designer has completed their current tasks. These sheets include:

- Lighting “E” sheets
- Ramp Metering “E” sheets
- Communication “E” sheets
- Traffic Signal “E” sheets

We assume that the current Landscape Architect (Tatsumi & Partners) and Bridge & Wall Structure Engineer (T.Y. Lin) will be kept on the design team, therefore we will not assume any design tasks on plans prepared by T.Y. Lin or Tatsumi & Partners. Additionally, delta revisions and response to RFIs performed by Michael Baker will be sent to Keir & Wright for review and approval. Keir & Wright will remain in responsible charge of the design & any changes made. Specific Scope tasks include:

Task 1: Attend Weekly Meetings

The Michael Baker project manager will attend an assumed one (1) weekly meeting per month on site. Other meeting participation will be via teleconference.

Task 2: Answer Requests for Information (RFI's)

Michael Baker will answer design related requests for information from the Contractor and Construction Management Team. These will be sent to Keir & Wright for review and concurrence.

Task 3: Review and Respond to Submittals

Michael Baker will review Contractor submittals, as required and in coordination with Keir & Wright. We will provide comments on the submittal or note our concurrence.

Task 4: Prepare Delta Revisions

Michael Baker will prepare necessary delta revisions on the plans, in response to RFIs. These will be sent to Keir & Wright for review and concurrence.

Task 5: Prepare As-Built Plans

Michael Baker will prepare as-built plans in CAD based on changes during construction, capturing delta revisions prepared during construction as well as redlines provided by the RE at the end of construction.

Task 6: Coordinate with Caltrans

Some delta revisions will require submittal to Caltrans before issuing to the Contractor for construction. Michael Baker will coordinate with Caltrans for the timely approval of the change.

Task 7: Coordinate with City, Design team, CM team

Michael Baker will coordinate with the City, other design consultants, and the construction management team to facilitate smooth completion of construction.

Fee Proposal: The level of effort required to support construction is an estimate and depends upon multiple factors. We have assumed that there are 15 months remaining (66 weeks) of construction and have estimated 6 hours per week for Eric Spangler, the Michael Baker Project Manager, and approximately 10 hours per week for technical design assistance from other staff members.

Please review the attached fee proposal and let me know if it acceptable. Should you have any questions and/or require additional information, please feel free to contact me directly at 949/855-3657 or at eric.spangler@mbakerintl.com.

Respectfully submitted,

MICHAEL BAKER INTERNATIONAL

A handwritten signature in blue ink that reads "Eric Spangler". The signature is written in a cursive, flowing style.

Eric Spangler, PE, TE
Senior Project Manager
Transportation/Public Works



LOST HILLS INTERCHANGE DESIGN SUPPORT DURING CONSTRUCTION

TASK/HOUR BREAKDOWN

CLASSIFICATION		SENIOR PROJECT MANAGER		SENIOR ENGINEER		PROJECT ENGINEER		DESIGNER		ASSISTANT ENGINEER		TOTAL	
		Hours	\$225.00	Hours	\$178.00	Hours	\$155.00	Hours	\$130.00	Hours	\$105.00	Hours	\$
SCOPE OF WORK		404	90,900	84	14,952	140	21,700	160	20,800	330	34,650	1118	\$183,002.00
1	Attend Weekly Meetings (assume 1 per month)	90	\$20,250.00		\$0.00		\$0.00		\$0.00		\$0.00	90	20,250
2	Answer Requests for Information (RFI's)	96	\$21,600.00	44	\$7,832.00	40	\$6,200.00		\$0.00		\$0.00	180	35,632
3	Review and Respond to Submittals	60	\$13,500.00	16	\$2,848.00	16	\$2,480.00		\$0.00		\$0.00	92	18,828
4	Prepare Delta Revisions	30	\$6,750.00	24	\$4,272.00	60	\$9,300.00	160	\$20,800.00	250	\$26,250.00	524	67,372
5	Prepare As-Builts	12	\$2,700.00		\$0.00	24	\$3,720.00		\$0.00	80	\$8,400.00	116	14,820
6	Coordinate with Caltrans	80	\$18,000.00		\$0.00		\$0.00		\$0.00		\$0.00	80	18,000
7	Coordinate with City, Design team, CM team	36	\$8,100.00		\$0.00		\$0.00		\$0.00		\$0.00	36	8,100
TOTAL LABOR		404	\$90,900.00	84	\$14,952.00	140	\$21,700.00	160	\$20,800.00	330	\$34,650.00	1,118	\$183,002.00

ODC's: **\$3,570**

OTHER DIRECT COSTS (ODC's)

	UNIT	UNIT RATE	TOTAL ODC
REPRODUCTION (PLANS & REPORTS)		\$50	\$0
POSTAGE & FREIGHT	40	\$15	\$600
COPIES	3,000	\$0.12	\$360
COLOR COPIES	300	\$1.50	\$450
MILEAGE	4,000	\$0.54	\$2,160
			\$3,570

TOTAL FEE: \$186,572

ITEM 6 EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT Providing for Payment of Prevailing Wages

(City of Calabasas/ **Kier & Wright Civil Engineers & Surveyors, Inc.**)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and **Kier & Wright Civil Engineers & Surveyors, Inc., a California, Corporation** ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: **construction support services for the Lost Hills/US 101 Interchange Improvement Project. This support will include attendance at construction Meetings, on-call engineering support services during the construction period, geotechnical inspections, review of material and methods submittals from the contractor, response to requests for information and preparation of as-built drawings.**
- 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 **February 26, 2015** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's **February 26, 2015** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": **April 1, 2015.**
- 3.4 "Expiration Date": **March 31, 2017.**

Initials: (City) SA (Consultant) MDS

4. TERM

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

5. CONSULTANT’S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **One Hundred Fifty Thousand Dollars (\$150,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant’s performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Peter M. Bernard** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 Consultant shall promptly notify the City, in writing, of any:

- (1) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to

Initials: (City) (Consultant)

the deadline for submitting bids.

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

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

6. COMPENSATION

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

Initials: (City) JK (Consultant) MD

accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

7. **OWNERSHIP OF WRITTEN PRODUCTS**

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

8. **RELATIONSHIP OF PARTIES**

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

9. **CONFIDENTIALITY**

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

10. **INDEMNIFICATION**

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant’s commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or

Initials: (City) SP (Consultant) MMB

injury to any person and injury to any property resulting from, and to the extent caused by, any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. To the extent that Civil Code section 2782.8 is applicable, the City's right to indemnification and the basis therefore shall be subject to the provisions of Civil Code 2782.8.

- 10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from, and to the extent caused by, any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

Initials: (City) RS (Consultant) MMK

11. INSURANCE

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

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

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

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

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

employees not otherwise protected. Consultant shall indemnify and hold harmless City for any damage resulting from failure of either Consultant or any subcontractor to take out or maintain such insurance.

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers,

Initials: (City) ~~XX~~ (Consultant) *MD*

employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

Initials: (City) ~~RE~~ (Consultant) PMO

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Robert Yalda, P.E., T.E.**
Public Works Director/City Engineer
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

If to Consultant:

Kier & Wright
Civil Engineers & Surveyors, Inc.
3639 Harbor Blvd., Suite 202
Ventura, CA 93001
Attn: **Peter M. Bernard, P.E.**
Telephone: (805) 620-0645
Facsimile: (805) 620-0434

With courtesy copy to:

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



16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2. If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily

Initials: (City)  (Consultant) 

performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

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

Initials: (City) ES (Consultant) MD

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable and actual court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.
- 18.10 This Agreement is further subject to the provisions of California Public Contracts Code § 6109 which prohibits the Consultant from performing work on this project with a subcontractor who is ineligible to perform work on the project pursuant to §§ 1777.1 or 1777.7 of the Labor Code.

Initials: (City) ES (Consultant) JMD

19 **PREVAILING WAGES**

19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000 and the work performed under this Agreement is subject to prevailing wage law:

19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.

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

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

19.2 To the extent that the estimated amount of this Agreement exceeds \$1,000 and is

Initials: (City) (Consultant) AMB

subject to the 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:

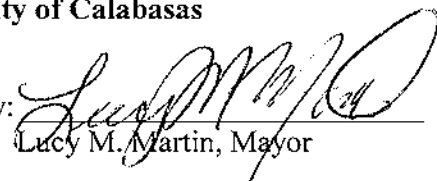
19.2.1 Consultant shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,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

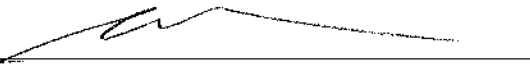
Initials: (City) RB (Consultant) MM

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”
Kier & Wright Civil Engineers & Surveyors, Inc.

By: 
Lucy M. Martin, Mayor

By: 
Tony McCants, President

Date: 6/8/15

Date: 5-5-15

By: 
Peter M. Bernard, P.E., Senior Civil Engineer

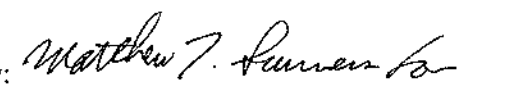
Date: 5/5/15

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 6/8/15

Approved as to form:

By: 
Scott H. Howard, City Attorney

Date: 6/4/15

EXHIBIT A
SCOPE OF WORK



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

February 26, 2015

Mr. Robert Yalda
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302-3172

RE: **Lost Hills Road Interchange**
Construction Support Services

Dear Robert,

Kier & Wright is excited about the opportunity to assist the City during the construction phase of the Lost Hills Road Interchange project by providing support services. We have assembled the team of subconsultants that previously provided the design services on the project so as to create a seamless transition of engineering knowledge from the design phase to the construction phase. We look forward to working with you and the Construction Management team at Parsons to see the project through this most exciting phase.

As coordinated with Parsons, we propose the tasks and scope of work listed below. The expected level of effort for each task is provided based on communication with Parsons and the level of effort expected to assist them with the construction administration.

1. Attend Pre-Construction meeting. It is assumed that Kier & Wright will attend representing the design team and that attendance by subconsultants is not required. 2 staff up to 4 hours.
2. 4-scale drawing of the new bridge with proposed contours. Deliverable will be two full-size plots delivered to the construction trailer. Up to 6 hours.
3. Inspection of the subgrade conditions at the bottom of the spread footing excavations for the new bridge by an engineering geologist at Ninyo & Moore. The effort will include data compilation and engineering analysis as needed. It is assumed that four (4) visits to the site will be required for this task. The deliverable will be a preparation of a letter report presenting the results of findings regarding the subgrade conditions of the proposed bridge footings and construction recommendations, as appropriate.
4. Attend as-needed weekly meetings during construction. Attendance at meetings will only be as requested by the City of Calabasas or Parsons. The following assumptions are made regarding the number of meetings to be attended by the Construction Support team:
 - Kier & Wright – 6 meetings (Up to 3 hours)
 - TY Lin – 2 meetings (Up to 5 hours)
 - Ninyo & Moore – 1 meeting (Up to 5 hours)
 - DKS Associates – 1 meeting (Up to 5 hours)
 - Tatsumi & Partners – 2 meetings (Up to 5 hours)



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

- Attendance at meetings over and above what is described above will require prior authorization from the City of Calabasas. Attendance at the meetings above includes 1 hour of meeting time and travel time to and from the meetings.
5. Kier & Wright will review Contractor's submittals including shop drawings, product data and samples, and make recommendations about these submittals to Parsons. Kier & Wright will review the Contractor's submittals for conformance with the design and the scope of the project and for compliance with the Contract Documents. Up to 200 hours.
 6. Respond to requests for information from the Contractor and its subcontractors at the request of Parsons with respect to the Contract Documents. Up to 200 hours.
 7. Prepare Delta Revisions as requested by Parsons. Up to 200 hours.
 8. Kier & Wright will prepare as-built drawings of the improvements based on as-built redlines as provided by the Contractor and Inspector at the completion of work. It is expected that Contractor and Inspector redlines will be minimal and that changes to the design will have been previously addressed by Item 7 above. As such, the work is expected to be mostly administrative in adding as-built stamps to each plan sheet and that no major drafting efforts will be required. PDFs of as-built drawings will be provided along with electronic copies of the final drawing files. The scope of work for this task is based on an assumed number of two hundred and twenty hours (220) for incorporation of Contractor and Inspector redlines; or approximately one-half hour (0.5) per sheet.

We propose to perform the above scope of work for a total cost of **\$150,000**. Services will be provided on a Time & Materials basis. The City of Calabasas will be notified as we reach 50%, 75%, 90%, and 100% of the budget. Hourly rate sheets are provided for Kier & Wright as well as for the team of subconsultants. The hourly rate sheets will remain in effect for the duration of the contract. Should construction extend beyond the 22-month period, Kier & Wright reserves the right to adjust the hourly rates upon notification to the City of Calabasas. Subconsultant fees will be billed to the City with a 10% markup for Kier & Wright. The following provides the expected breakdown of fees by consultant:

Kier & Wright	\$ 84,419
DKS Associates	\$ 10,505
Ninyo & Moore	\$ 10,500
Tatsumi & Partners	\$ 10,876
<u>TY Lin International</u>	<u>\$ 33,700</u>
Total	\$ 150,000

Proposal Assumptions:

1. Geotechnical services are not subject to prevailing wage requirements. Professional geologists and engineers will be providing the consulting services.
2. Kier & Wright will not be responsible for construction observation and inspection. As such, Kier & Wright is only responsible for drafting changes onto as-built plans based on what is provided to Kier & Wright at the completion of the project.
3. All written correspondence and deliverables will be provided by email and in PDF format (including delta revisions to the plans), respectively.
4. The fee summary provided above includes direct and reimbursable expenses. Reimbursable expenses will be billed with a markup of 10%.



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

This proposal excludes the following:

1. Geotechnical materials and testing services for the project including as-graded geological inspections.
2. Permit acquisition
3. As-built survey
4. Construction management and inspection
5. Construction survey
6. Coordination with regulatory agencies.
7. Utility coordination.
8. Supplemental Mandatory or Advisory Fact Sheet preparation
9. Design or plan changes due to errors or omissions in the Design Phase.

Thank you for considering Kier & Wright for this project. If you have any questions or if we can be of further service to you on this or any other project, please do not hesitate to give us a call.

Sincerely,
KIER & WRIGHT

Peter M. Bernard, P.E.

Att.



EXHIBIT B
APPROVED FEE SCHEDULE



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

HOURLY RATE SCHEDULE

Effective March 11, 2015 through March 10, 2017

PRINCIPAL	\$ 212.00/Hour
PRINCIPAL ENGINEER	\$ 192.00/Hour
SENIOR ENGINEER	\$ 173.00/Hour
OFFICE ENGINEER	\$ 155.00/Hour
SENIOR SURVEYOR	\$ 173.00/Hour
SURVEY SUPERVISOR	\$ 173.00/Hour
OFFICE SURVEYOR	\$ 155.00/Hour
SURVEY COORDINATOR	\$ 148.00/Hour
ENGINEERING TECH	\$ 133.00/Hour
SURVEY TECH	\$ 133.00/Hour
SENIOR DRAFTSPERSON	\$ 108.00/Hour
DRAFTSPERSON	\$ 103.00/Hour
1-PERSON SURVEY CREW	\$ 148.00/Hour
2-PERSONS SURVEY CREW	\$ 265.00/Hour
3-PERSONS SURVEY CREW	\$ 337.00/Hour
TESTIMONY (TRIAL OR DEPOSITION)	\$ 414.00/Hour
ENGINEERING COORDINATOR	\$ 70.00/Hour
ENGINEERING INTERN	\$ 44.00/Hour

Time spent for preparation for testimony will be billed in accordance with the above hourly rates.



Fee Schedule

Effective January 1, 2015 through December 31, 2015

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 55.00	Grade 24	\$ 170.00	Tech Level A	\$ 35.00
Grade 2	60.00	Grade 25	175.00	Tech Level B	40.00
Grade 3	65.00	Grade 26	180.00	Tech Level C	45.00
Grade 4	70.00	Grade 27	185.00	Tech Level D	50.00
Grade 5	75.00	Grade 28	190.00	Tech Level E	55.00
Grade 6	80.00	Grade 29	195.00	Tech Level F	60.00
Grade 7	85.00	Grade 30	200.00	Tech Level G	65.00
Grade 8	90.00	Grade 31	205.00	Tech Level H	70.00
Grade 9	95.00	Grade 32	210.00	Tech Level I	75.00
Grade 10	100.00	Grade 33	215.00	Tech Level J	80.00
Grade 11	105.00	Grade 34	220.00	Tech Level K	85.00
Grade 12	110.00	Grade 35	225.00	Tech Level L	90.00
Grade 13	115.00	Grade 36	230.00	Tech Level M	95.00
Grade 14	120.00	Grade 37	235.00	Tech Level N	100.00
Grade 15	125.00	Grade 38	240.00	Tech Level O	105.00
Grade 16	130.00	Grade 39	245.00	Tech Level P	110.00
Grade 17	135.00	Grade 40	250.00	Tech Level Q	115.00
Grade 18	140.00	Grade 41	255.00	Tech Level R	120.00
Grade 19	145.00	Grade 42	260.00	Tech Level S	125.00
Grade 20	150.00	Grade 43	265.00	Tech Level T	130.00
Grade 21	155.00	Grade 44	270.00	Tech Level U	135.00
Grade 22	160.00	Grade 45	275.00	Tech Level V	140.00
Grade 23	165.00				

- Project expenses will be billed at *cost plus ten percent* for service and handling. Project expenses include project-related costs such as reproduction through outside services, transportation, subsistence, delivery/postage, and vendor and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Expert witness charges are available on request.



Expert Witness and Deposition Fee Schedule
Effective January 1, 2015 through December 31, 2015

<i>ENGINEERS and PLANNERS</i>				<i>TECHNICIANS and SUPPORT STAFF</i>	
Grade	Hourly Rate	Grade	Hourly Rate	Tech Level	Hourly Rate
Grade 1	\$ 60.00	Grade 24	\$ 235.00	Tech Level A	\$ 40.00
Grade 2	65.00	Grade 25	240.00	Tech Level B	45.00
Grade 3	70.00	Grade 26	245.00	Tech Level C	50.00
Grade 4	75.00	Grade 27	250.00	Tech Level D	55.00
Grade 5	80.00	Grade 28	255.00	Tech Level E	60.00
Grade 6	85.00	Grade 29	260.00	Tech Level F	65.00
Grade 7	115.00	Grade 30	265.00	Tech Level G	70.00
Grade 8	125.00	Grade 31	270.00	Tech Level H	75.00
Grade 9	130.00	Grade 32	280.00	Tech Level I	80.00
Grade 10	135.00	Grade 33	290.00	Tech Level J	85.00
Grade 11	140.00	Grade 34	300.00	Tech Level K	90.00
Grade 12	145.00	Grade 35	310.00	Tech Level L	95.00
Grade 13	150.00	Grade 36	320.00	Tech Level M	100.00
Grade 14	155.00	Grade 37	330.00	Tech Level N	105.00
Grade 15	160.00	Grade 38	340.00	Tech Level O	110.00
Grade 16	165.00	Grade 39	350.00	Tech Level P	115.00
Grade 17	175.00	Grade 40	360.00	Tech Level Q	120.00
Grade 18	185.00	Grade 41	370.00	Tech Level R	125.00
Grade 19	195.00	Grade 42	380.00	Tech Level S	130.00
Grade 20	215.00	Grade 43	390.00	Tech Level T	135.00
Grade 21	220.00	Grade 44	400.00	Tech Level U	140.00
Grade 22	225.00	Grade 45	410.00	Tech Level V	145.00
Grade 23	230.00				

- Project expenses will be billed at *cost plus 15 percent* for service and handling. Project expenses include project-related costs such as transportation, subsistence, reproduction, postage, telephone, computer charges, and subcontractor services.
- All invoices are due and payable within 30 days of date of invoice. Invoices outstanding over 30 days will be assessed a 1 1/4 percent service charge, compounded, for each 30 days outstanding beyond the initial payment period. Service charges are not included in any agreement for maximum charges.
- Rate schedule includes billing rates for personnel who might support investigation and preparation.

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 168
Senior Engineer/Geologist/Environmental Scientist.....	\$ 164
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 160
Project Engineer/Geologist/Environmental Scientist.....	\$ 156
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 141
Staff Engineer/Geologist/Environmental Scientist.....	\$ 128
GIS Analyst.....	\$ 114
Field Operations Manager.....	\$ 104
Supervisory Technician*.....	\$ 95
Nondestructive Examination Technician*, UT, MT, LP.....	\$ 95
Senior Field/Laboratory Technician*.....	\$ 87
Field/Laboratory Technician*.....	\$ 87
ACI Concrete Technician*.....	\$ 87
Concrete/Asphalt Batch Plant Inspector*.....	\$ 87
Special Inspector (Concrete, Masonry, Steel, Welding, and Fireproofing)*.....	\$ 87
Technical Illustrator/CAD Operator.....	\$ 86
Geotechnical/Environmental/Laboratory Assistant.....	\$ 73
Information Specialist.....	\$ 73
Data Processing, Technical Editing, or Reproduction.....	\$ 64

OTHER CHARGES

Concrete Coring Equipment (includes one technician).....	\$ 160 /hr
PID/FID Usage.....	\$ 140 /day
Anchor load test equipment (includes technician).....	\$ 97 /hr
Hand Auger Equipment.....	\$ 65 /day
Inclinometer Usage.....	\$ 40 /hr
Vapor Emission Kits.....	\$ 40 /kit
Level D Personal Protective Equipment (per person per day).....	\$ 30 /p/d
Rebar Locator (Pachometer).....	\$ 30 /hr
Nuclear Density Gauge Usage.....	\$ 15 /hr
Field Vehicle Usage.....	\$ 12 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 4-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.



TATSUMI

-
AND

-
PARTNERS, INC.

FOR TATSUMI AND PARTNERS, INC.
HOURLY BILLING RATES FOR 2015-2016

LANDSCAPE ARCHITECTURE

-
PLANNING

-
URBAN DESIGN

49 Discovery

Suite 120

Irvine

California 92618

Telephone:
(949) 453-9901

Facsimile:
(949) 453-9902

E-Mail:
david@tatsumiandpartners.com

Classification	Billing Rates	
	Year 2015	Year 2016
Sr. Principal	\$264	\$264
Sr. Associate	\$145	\$151
Associate	\$131	\$136
Sr. Technical Staff	\$112	\$117
Technical Staff III	\$103	\$108
Technical Staff II	\$93	\$98
Technical Staff I	\$76	\$83

ENGINEERING

Principal Engineer	\$265.00
Supervising Engineer	\$220.00
Senior Engineer II	\$195.00
Senior Engineer I.....	\$170.00
Engineer II.....	\$155.00
Engineer I.....	\$143.00
Assistant Engineer	\$135.00
Civil Engineer.....	\$123.00
Design Technician III.....	\$150.00
Design Technician II.....	\$125.00
Design Technician I.....	\$85.00

ARCHITECTURAL

Senior Architect.....	\$205.00
Architect II	\$155.00
Architect I.....	\$123.00

CONSTRUCTION

Principal Construction Engineer	\$260.00
Senior Construction Engineer II.....	\$190.00
Senior Construction Engineer I.....	\$165.00
Construction Engineer	\$145.00
Assistant Construction Engineer/Inspector.....	\$123.00

Vehicle Mileage.....\$0.60/mile

Construction Engineers/Inspectors are provided with trucks equipped with rotating amber safety beacons and toolboxes containing the necessary hand tools required during construction inspections. Specialty equipment, if required, may be billed separately.

Hourly charges include provision for normal office overhead costs, such as office rental, utilities, insurance, clerical services, equipment, normal supplies and materials, and in-house reproduction services. Other expenses such as special consultants or purchased outside services will be billed at cost plus 10 percent.

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Kier & Wright Civil Engineers and Surveyors, Inc.)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 23rd day of March, 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and **Kier & Wright Civil Engineers and Surveyors, Inc.** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated April 1, 2015 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” March 15, 2016 proposal to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” March 15, 2016 fee schedule to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: December 31, 2017.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$350,000.

Initials: (City) _____ (Contractor) _____

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

By: _____
James R. Bozajian, Mayor

Date: _____

“Consultant”
Kier & Wright Civil Engineers and Surveyors, Inc.

By: _____
Tony McCants, President

Date: _____

By: _____
Peter M. Bernard, P.E., Senior Civil Engineer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A-1



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

March 15, 2016

Mr. Robert Yalda
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302-3172

RE: **Lost Hills Road Interchange**
Proposal for Design Support During Construction

Dear Robert,

Kier & Wright looks forward to continuing to assist the City during the construction phase of the Lost Hills Road Interchange project in a new role providing design services. The original intent of our services was to provide support to Parsons in the review of submittals and RFIs and minor markups and edits to plans as needed. The original scope of services and budget also included the preparation of as-builts at the completion of construction. In order to ensure timely responses to contractual field conditions related to RFIs and revisions and minimize interruption of the construction schedule the expanded scope of services was developed. Our expanded scope of services will include the preparation of revisions to approved plans, design calculations, coordination with Caltrans to obtain approval for changes, geotechnical observation, and review of environmental reports on an as-needed basis. Kier & Wright will continue to work with our team of subconsultants to develop design revisions at the request of the City and Parsons. In addition, Kier & Wright will also be coordinating with Michael Baker Corporation to enhance the responsiveness of our team's design support services.

Kier & Wright proposes to perform the following scope of services:

1. Coordinate with Michael Baker Corporation for the preparation of responses to RFIs and design revisions.
2. Modification of the enhanced Bridge Aesthetics including relocation of overhead bridge mounted signs to new truss structures.
3. Traffic operational analysis to address issues resulting from construction staging.
4. Provide on-call geotechnical and environmental services at the request of Parsons and/or the City of Calabasas including, but not limited to, the following:
 - Review of hazardous materials testing data report from the Contractor
 - Observation of the overexcavation of alluvial soils in the drainage tributary and inspection of the cut slope
 - Additional geological inspections for the grading in the area of the mapped landslide
 - Inspection of retaining wall foundations
5. Coordinate staging of electrical and communications items including designs for temporary power, fiber optics, and lighting systems.
6. Change of retaining wall type for the wall on north side of Canwood St. Effort includes redesign and changes to retaining wall plans and planting and irrigation plans.



KIER & WRIGHT
Civil Engineers & Surveyors, Inc.

7. Redesign of construction staging to address scheduling concerns, unexpected field conditions, and constructability issues.
8. Participate in weekly conference calls with Parsons and the City of Calabasas. Weekly calls are expected to be approximately a half hour long and are to be attended regularly by two Kier & Wright team members. A third team member may be asked to participate on an as-requested basis. A 12-month schedule is assumed for participation in weekly calls.
9. Attend as-needed weekly meetings during construction. Attendance at meetings will only be as requested by the City of Calabasas or Parsons. The meetings shown below are in addition to the meetings included in the original construction support agreement. We have budgeted for 14 meetings, or a total of approximately 50 hours for meeting attendance. Attendance at meetings over and above this amount will require prior authorization from the City of Calabasas. Attendance at the meetings includes 1 hour of meeting time and travel time to and from the meetings.

Michael Baker Corporation will assume the responsibility of preparing as-builts for any plans prepared originally by Huitt-Zollars plus any modifications prepared by Kier & Wright. Kier & Wright will provide oversight and final signatory responsibility of the as-built changes made by Michael Baker Corporation. Original plan sheets and delta revisions prepared by TY Lin, Tatsumi & Partners, and DKS will continue to be the responsibility of those consultants as part of the original agreement between the City of Calabasas and Kier & Wright.

It is assumed that the preparation of exhibits and delta revisions, email correspondence, coordination with consultants, and design calculations and analysis is included in the efforts described above, as needed.

We propose to perform the above expanded design services during construction for a budget of **\$200,000**. This reflects an estimated total of 1,350 hours of effort. Services will be provided on a Time & Materials basis. Hourly rates are per the original agreement.

Thank you for your consideration in having Kier & Wright continue to assist the City of Calabasas and Parsons to facilitate the construction of this project. If you have any questions or if we can be of further service to you, please do not hesitate to give us a call.

Sincerely,
KIER & WRIGHT

Peter M. Bernard, P.E.
Sr. Civil Engineer

ITEM 6 EXHIBIT C

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

1. **IDENTIFICATION**

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

2. **RECITALS**

- 2.1 City has determined that it requires the following professional services from a consultant: Construction Management and Construction Administration Services.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. **DEFINITIONS**

- 3.1 "Scope of Services": Such professional services as are set forth in Consultant's October 31, 2013 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's October 31, 2013 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": November 13, 2013.
- 3.4 "Expiration Date": November 13, 2016.

4. **TERM**

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

5. **CONSULTANT'S SERVICES**

Initials: (City) JS (Contractor) BS

- 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 **Two Million, Seven Hundred, Fifty Thousand Dollars (\$2,750,000.00)** unless specifically approved in advance and in writing by City.
- 5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Roy Fisher, PE** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions

from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:
- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

the necessary insurance and pay, at Consultant's expense, the premium thereon.

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

12. MUTUAL COOPERATION

Initials: (City) (Contractor)

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during 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: **Andrew Brozyna**
Telephone: (818) 224-1672
Facsimile: (818) 225-7338

If to Consultant:

Parsons
100 W. Walnut Street
Pasadena, CA 91124
Attn: Roy Fisher, PE
Telephone: (626) 676-2666
Facsimile: (626) 440-2008

With courtesy copy to:

Scott H. Howard
Colantuono & Levin, PC

300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. City shall have the right to terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant shall have the right to terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

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

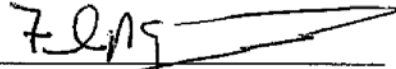
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition 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

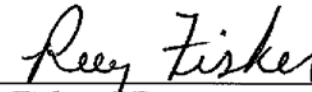
"Consultant"
Parsons

By: 
Fred Gaines, Mayor

By: 
Khalil Saba, Vice President

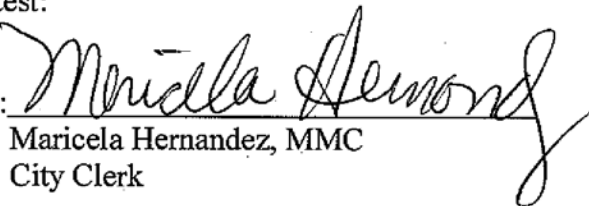
Date: 11-13-13

Date: 11-13-13

By: 
Roy Fisher, PE

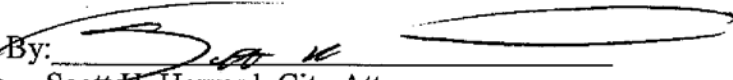
Date: 11-13-13

Attest:

By: 
Maricela Hernandez, MMC
City Clerk

Date: 11/15/13

Approved as to form:

By: 
Scott H. Howard, City Attorney

Date: 11-13-13

EXHIBIT A

SCOPE OF SERVICES

A.1 Pre-Construction Phase Services

Task A.1.1 Coordination of Engineering Approvals and Agency Permitting – PM will provide coordination of engineering submittals and approvals with CALTRANS at the 65%, 95% and 100% levels of completion. Additionally the PM will coordinate utility notification, protection and relocation as appropriate for franchise facilities within the project area. The PM will coordinate necessary utility, engineering and project certifications required in conjunction with encroachment permit issuance by CALTRANS District 7.

Task A.1.2 Right of Way Coordination - PM will provide for coordination between the County of Los Angeles, City of Calabasas and Caltrans on the acquisition of the required right of way for the project. The City anticipates the acquisition of approximately 8.7 acres of right of way from the County of Los Angeles, who owns the property which is under a Joint Powers Agreement (JPA) with the County of Los Angeles Sanitary District which operates the property in conjunction with the Calabasas Landfill. The acquisition will entail coordination with County of Los Angeles Asset Management staff, County of Los Angeles Sanitary District (CALF) staff, Caltrans right of way staff, as well as members of City staff.

Task A1.3 Coordination Environmental Permitting and Compliance: PM will provide for coordination and application for any necessary environmental permitting for Fish and Game, Corps of Engineers and Regional Water Quality Control Board.

Task A1.4 Meeting Attendance: PM will attend meetings as necessary with CALTRANS and project consultants to coordinate design, develop submittals and obtain approvals and associated certifications for the project.

EXHIBIT A

Task A.1.5 Review PS&E for Constructability – CM will review the project plans, specifications and estimate (PS&E) to verify that proposed improvements optimize the project relative to cost, sequence and efficiency, and make recommendations to City at the 65%, 95% and 100% levels of document preparation.

Task A.1.6 Review Contract Documents – CM will review the construction contract to verify that obligations placed upon the contractor are consistent with the City's needs and expectations and that these obligations are sufficient to allow CM to work effectively with the contractor in the City's best interests. Any discrepancies found in the constructability review will be brought to the attention of the City Engineer.

Task A.1.7 Pre-Construction Services – PM/CM will provide for bid period support and coordination for the project. CM will conduct a pre-construction conference with all involved agencies, utilities, and the contractor as they prepare to mobilize for the Project. The CM will review with the contractor, on an overall basis, the plans and specifications for the contractor's work, and its interrelationship with other work that will take place in the construction vicinity, in an effort to gain the contractor's full understanding of the Project. The CM will review the contractor's plan and schedule for construction of the Project, including equipment, labor, and supervision planning. The CM will determine that the contractor has a clear understanding of its responsibility for general condition items, labor compliance, material staging, parking, access to the site, location of contractor's field office, and housekeeping responsibilities, including specific responsibilities for removal of debris and trash. The CM will apprise the contractor of any contract requirements regarding security matters such as fences, lighting, guard services, and posting of signs.

A.2 Construction Phase Services

Task A.2.1 Coordination of Contract Execution: The City and CM will determine a mutually agreed upon time to mobilize the CM to the Project site and CM will mobilize the field inspector to the Project site as soon as construction is ready to

EXHIBIT A

begin. The CM will implement the record keeping documentation and contract administration systems at their own offsite location.

Task A.2.2 Communication: CM will be the City's focal point for correspondence related to the design and construction of the Project. CM will provide information and various public relations functions as needed and per the City's request to the local community, and other agencies, including periodic project updates and presentations to City Council and City commissions.

Task A.2.3 Scheduling: CM will monitor the contractor's compliance with the agreed upon scheduling requirements. CM's major tasks associated with the overall scheduling requirements will be to:

1. Review the contractor's schedule to determine that it is properly prepared, that the milestone dates meet the overall schedule, and that no major conflicts exist.
2. Review progress attained against the approved schedule to adequately record work-in-place, detect any potential delays, and review the contractor's plan for implementation of remedial measures, when appropriate, to recover or maintain progress.
3. In conjunction with the City, negotiate schedule adjustments with the contractor that may be required due to weather, change orders, or other impacts requiring schedule adjustments.

Task A.2.4 Progress Pay Estimates: CM will review the contractor's progress pay estimates in accordance with the construction contract. Payments on progress estimates will be supported by source documents that represent measured quantities. A complete and accurate pay estimate will be forwarded to the City for payment. CM will maintain a current estimate of overall construction costs.

Task A.2.5 Submittal Management: CM will maintain a log of, and manage, the shop drawings and sample/submittal process to determine that:

EXHIBIT A

1. All short-term look ahead schedules contain critical submittal dates, and the logs reflect the same.
2. Submittals from the contractor are received, logged, and processed timely.
3. Submittals are reviewed in a timely fashion by the Design Consultant and returned to the contractor to minimize lost production time.
4. Logs are updated on a regular basis.
5. Shop drawings have been approved and returned before associated work has begun.
6. Copies of all submittals are maintained in the file.

Task A.2.6 Change Order Management: CM will investigate all proposed change orders submitted by the contractor. Change order submittals will include supporting records. CM's investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

CM will review necessary and desirable changes to the Project, advise the Deputy Public Works Director of change order impacts, and, when required, make recommendations regarding the resulting change order costs. CM will:

1. Assemble documentation to include such items as inspection reports, test reports, drawings, sketches, photographs, and other materials as required.
2. Prepare change order estimates, consisting of a detailed cost estimate conforming to City and Caltrans procedures and forms; assess the impacts of the proposed change on the contractor's schedule and operations; and prepare a written report summarizing the impact of the proposed change in terms of extra costs, cost savings, schedule, and effect on contractor's obligations.
3. Evaluate the contractor's price proposals for reasonableness and accuracy of construction quantities, rates and unit prices, and time and schedule impacts.
4. Maintain a change order log as a means to tracking change order proposals through the review and approval process. CM will establish files for potential change orders or claims so as to accumulate documentation should the issues result in a change order or claim.

EXHIBIT A

Task A.2.7 Construction Observation/Inspection: CM will implement inspection guidelines for monitoring the quality of the contractor's work. Each member of the CM's construction management staff will be familiar with the construction drawings and specifications, as well as industry and Caltrans codes, City requirements, and standards and specifications that are incorporated into the design by reference. CM will be familiar with a variety of other information, including permit and license terms and conditions, any applicable provisions of environmental protection plans and procedures, and the Project schedule.

CM will be responsible for inspection and documentation of all roadway construction tasks including: detours; construction staging; utility coordination; traffic control; pedestrian access; drainage; embankment construction; clearing and grubbing; SWPPP requirements; lane closures; base and surfacing; pavement delineation; signing; traffic signals; lighting; and landscaping and erosion control.

CM will, upon witnessing any materials, erection or installation process, or levels of quality that do not meet the requirements of the construction contract, issue a Non-Conformance Report notifying the contractor of such deviation and inquire about the contractor's proposed corrective action. Copies will be forwarded to the Deputy Public Works Director.

Task A.2.8 QA/Materials Testing: CM will provide materials sampling and testing which will include all testing normally required by the City and Caltrans. These tests will be conducted in accordance with City and Caltrans minimal frequencies and approved procedures in accordance with the construction contract plans and specifications. Testing will be performed in accordance with the applicable materials testing manuals. CM will review the results of all testing materials quality inspections and will then make recommendations to the City regarding the remedial actions required to correct unacceptable portions of the contractor's work.

Task A.2.9 Reporting and Record Keeping: CM will provide reports and keep records in accordance with City requirements.

Task A.2.10 Safety: The contractor has sole responsibility for compliance with safety requirements on the construction contract. CM's staff will monitor the

EXHIBIT A

contractor's compliance with its safety program and advise the City of observed deficiencies. The Construction Safety Orders, the MUTCD, and the contractor's safety plan will guide CM's field safety monitoring program.

Task A.2.11 Jobsite Progress Meetings: CM will determine an appropriate schedule for conducting Project progress meetings. This schedule will be influenced by the level of Project activities and direction received from the City. The principal purpose of the Project progress meetings will be to review progress and quality, notify the attendees of any contractor deficiencies, determine availability of labor, material, and equipment for upcoming work, coordinate utility outages and site disruptions, and address coordination matters. Additional special meetings may be required to address special issues and conditions and to address special coordination conditions.

The CM will chair these meetings, conduct each meeting according to a published agenda, and have minutes prepared and promptly distributed. Minutes will detail action items, the discussions that ensued, and announce the time and date of the next meeting.

Task A.2.12 Surveys: Contractor will perform all construction surveys for the Project. CM may be required to GPS specific construction aspects of the Project and shall have GPS equipment available for this work.

A.3 Post-Construction Phase Services

Task A.3.1 Final Inspection and Punch List: CM will, in conjunction with the City, inspect the near-completed facilities to identify discrepancies and deficiencies in the work performed by the contractor, and will subsequently prepare the necessary punch list to identify such items. Upon correction and reinspection of omissions and deficiencies, the CM will report to City on the completion of the Project, recommend acceptance and approval of final payment to the contractor. If, before the final completion of the work, it is necessary for the City (or a utility user) to take over, use, occupy, or operate any part of the completed or partly completed

EXHIBIT A

work, the CM will inspect that part of the work and complete punch lists detailing omissions and deficiencies.

Task A.3.2 As-Built Drawings: CM will regularly review the Project as-built drawings produced by the contractor and require that the as-built drawings reflect the current Project conditions. CM will provide the City and the Design Engineer with a copy of the contractor's as-built drawings and sufficient additional information to prepare certified final record as-built drawings.

Task A.3.3 Project Closeout: CM will prepare and submit, in accordance with the City's direction, the final payment package to the contractor. Consultant will also submit all final Project records and reports (including laboratory and plant testing reports), manufacturer's certificates and videos of various phases of construction. Consultant will collect the release of any liens and forward them to City. CM will prepare and provide all standard reports required by Caltrans, including material certification letters. CM will prepare the Notice of Completion as part of Project closeout. CM will coordinate with the City for acceptance of the improvements.

Task A.3.4 Claims Assistance (if required): If Project-related disputes cannot be resolved in a manner acceptable to both contractor and the City, Consultant will assist the City with a three phase approach to claims resolution.

1. Information Gathering, "Finding of Facts" – CM will examine pertinent documentation, field conditions, and other related details necessary to determine the facts of the dispute. Consultant will provide the City with a written status report that analyzes the facts of the dispute and make recommendations as to the contractor's claim.
2. Analysis, Strategy Formulation – If "Findings of Facts" does not result in a resolution of the matter, CM will perform a technical analysis of the "Findings of Facts" documents and recommend a strategy for resolving the situation.
3. Negotiation, Resolution, Arbitration or Litigation – CM will provide the City with support to the extent requested by the City.

EXHIBIT B

PARSONS

100 W. Walnut Street • Pasadena, California 91124 • (626) 440-2000 • Fax: (626) 440-2008 • www.parsons.com

October 22, 2013

City of Calabasas
Attn: Mr. Andrew Brozyna, PE, Deputy Public Works
Director 100 Civic Center Way
Calabasas, CA 91302

Subject: Cost Proposal for the Lost Hills Road Interchange Improvement Project

Dear Mr. Brozyna,

Attached are five copies of our cost proposal as requested in your letter dated October 8, 2013. The cost proposal consists of separate design and CM cost. In addition, we included hourly rates for the subconsultants that do not have detailed scope of work defined. The total proposed cost is just under \$2,750,000.00. The effort needed to complete the design phase of the project cannot be accurately defined until we get a chance to fully review the status of the design work and determine what is needed to get it approved through Caltrans and how long it is going to take.

We look forward to meeting with you to discuss our cost proposal in more detail. Feel free to contact Roy in our Pasadena office should you have any questions: (626) 676-2666 or Roy.Fisher@parsons.com.

Respectfully submitted,



Roy Fisher, PE
Project Manager



LOST HILLS INTERCHANGE IMPROVEMENT PARSONS Man-Hour Estimate

October 22, 2013

		SUBORDINATES			
		TOTAL LABOR	UTILITY COORDINATION: Willdan	RIGHT-OF-WAY COORDINATION: Overland Pacific & Cutler	TASK TOTAL
		\$135,755.28			\$135,755.28
A-1.1	Coordination of Engineering Approvals and Agency Permitting	\$46,338.96			\$46,338.96
1.1.1	65% PS&E Coordination	8			\$39,815.76
1.1.2	65% PS&E Coordination	8			\$38,554.16
1.1.3	100% PS&E Coordination	8	\$25,000.00		\$38,046.48
1.1.4	Utility Coordination & Caltrans PE Certification				\$67,088.96
A-1.2	Right of Way Coordination	\$34,494.56		\$23,800.00	\$58,294.56
1.2.1	Coordinate with County of LA, City, Caltrans, Design Firm	8		\$3,900.00	\$8,792.40
1.2.2	Caltrans Right of Way Certification				\$17,082.56
A-1.3	Coordination Environmental Permitting and Compliance	\$5,667.52			\$5,667.52
1.3.1	Coordination with CA Fish & Game				\$5,667.52
1.3.2	Coordination with Army Corps of Engineers				\$5,667.52
1.3.3	Coordination with CA Regional Water Quality Control Board				\$74,016.86
A-1.4	Meeting Attendance	\$27,786.00			\$27,786.00
1.4.1	Meetings at City	20			\$21,262.80
1.4.2	Meetings at Caltrans District 7	20			\$24,988.16
1.4.3	Other offsite Meetings	8			\$130,988.44
A-1.5	Review PS&E for Constructability	\$58,896.48			\$58,896.48
1.5.1	65% Constructability Review				\$40,899.56
1.5.2	95% Constructability Review				\$31,912.48
1.5.3	100% Constructability Review				\$24,044.80
A-1.6	Review Contract Documents	\$24,044.80			\$24,044.80
1.6.1	Review Contract Documents	4			\$13,307.46
A-1.7	Pre-Construction Services	\$9,868.30			\$9,868.30
1.7.1	Bid Support				\$3,439.16
1.7.2	Pre-Construction Conference	2			\$0.00
1.7.3					
		NET LABOR	\$25,000.00	\$23,800.00	\$487,122.46
		HOURS			
		TOTAL LABOR			
		UNIT	UNIT RATE	TOTAL ODC	
			\$50	\$0	\$487,122.46
		40	\$15	\$600	
		3,000	\$0.12	\$308	\$8,802.00
		300	\$1.50	\$450	
		13,200	\$9.58	\$7,992	
				\$8,882	\$495,924.46

PARSONS Proposed Budget for Construction Management & Inspection Services											October 22, 2013	
Construction Manager		Pre-Construction			Construction			Post Construction			Total	
Prime	PARSONS	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
RF	Project Manager	64	\$ 234.82	\$ 15,028.46	316	\$ 234.82	\$ 74,203.02	44	\$ 234.82	\$ 10,332.07	424	\$ 99,563.54
DB	RE/SR	180	\$ 185.44	\$ 29,671.03	2,880	\$ 185.44	\$ 534,078.61	320	\$ 185.44	\$ 59,342.07	3,360	\$ 623,091.71
AC	Senior Roadway Inspector	60	\$ 129.53	\$ 7,772.09	3,024	\$ 129.53	\$ 391,713.13	80	\$ 129.53	\$ 10,362.78	3,164	\$ 409,848.00
CT	Senior Inspector	60	\$ 122.13	\$ 7,327.64	2,720	\$ 122.13	\$ 332,186.49	80	\$ 122.13	\$ 9,770.19	2,860	\$ 349,284.33
PR	OE	100	\$ 75.48	\$ 7,547.59	2,160	\$ 75.48	\$ 163,027.86	200	\$ 75.48	\$ 15,095.17	2,460	\$ 185,670.62
VS	SWPPP Reviewer	16	\$ 162.65	\$ 2,602.45	200	\$ 162.65	\$ 32,530.60	16	\$ 162.65	\$ 2,602.45	232	\$ 37,735.50
WILL	Electrical Inspector	-	\$ 95.00	\$ -	390	\$ 95.00	\$ 36,100.00	20	\$ 95.00	\$ 1,900.00	400	\$ 38,000.00
WILL	Utility Coordinator	6	\$ 120.00	\$ -	174	\$ 120.00	\$ 20,880.00	8	\$ 120.00	\$ 960.00	190	\$ 21,840.00
WILL	Reg. Landscape Architect	8	\$ 150.00	\$ 1,200.00	310	\$ 150.00	\$ 46,500.00	20	\$ 150.00	\$ 3,000.00	338	\$ 50,700.00
S2	Constructability	40	\$ 239.09	\$ 9,563.60	-	\$ 239.09	\$ -	-	\$ 239.09	\$ -	40	\$ 9,563.60
VAR	On-call Services	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -
SUBTOTAL		516		\$ 80,712.86	12,164		\$ 1,631,219.71	798		\$ 113,365	13,468	\$ 1,826,000.00
CPM Support (S2)		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
TOTAL		24	203.51	\$ 4,884.24	260	203.51	\$ 52,912.60	20	203.51	\$ 4,070.20	304	\$ 61,867.04
Detailed cost proposal attached												
REG (Public Outreach)		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
TOTAL												\$ 20,000.00
Detailed cost proposal attached												
Twining (Materials/Testing)		Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
TOTAL												\$ 167,160.00
Detailed cost proposal attached												
Other Direct Costs (Parsons)		Units	Billing Rate	Total Cost	Units	Billing Rate	Total Cost	Units	Billing Rate	Total Cost	Hours	Total Cost
Subconsultant Management		8	\$ 90.00	\$ 720.00	178	\$ 90.00	\$ 15,840.00	16	\$ 90.00	\$ 1,440.00		\$ 18,000.00
Equipment, Vehicles		280	\$ 12.00	\$ 3,360.00	5,624	\$ 12.00	\$ 67,488.00	480	\$ 12.00	\$ 5,760.00		\$ 112,608.00
Mileage (Office Staff)		500	\$ 0.55	\$ 275.00	5,000	\$ 0.55	\$ 2,750.00	500	\$ 0.55	\$ 275.00		\$ 3,000.00
SUBTOTAL				\$ 4,355.00	13,800		\$ 122,078.00	996		\$ 7,475.00		\$ 134,900.00
TOTAL PROJECT COST		540		\$ 89,952.10	12,424		\$ 1,806,210.31	808		\$ 124,909.93	13,772	\$ 2,244,022.04

- 1) Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying costs are an estimated amount based on T&M cost. (3% salary escalation a year used)
- 2) Prevailing Wage - Wages for Inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.
- 3) Material Testing is based on T&M cost not to exceed estimated amount.
- 4) Other Direct Cost (ODC) is billed per actual cost without markup
- 5) Survey and Public Outreach shown as allowance

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◀ THE ROBERT GROUP ▶

As of 10/1/13

<u>Staff Name</u>	<u>Function</u>	<u>Hourly</u>	<u>Overhead 147%</u>	<u>Fee 10%</u>	<u>Burdened Rate</u>
Christine Robert	Principal-in-Charge	\$ 108.00	\$ 266.76	\$ 26.68	\$ 293.44
Clarissa Filgioun	Principal	\$ 96.00	\$ 237.12	\$ 23.71	\$ 260.83
Arcella Arce	Project Manager	\$ 36.00	\$ 88.92	\$ 8.89	\$ 97.81
Ginny Marie Brldeau	Project Manager	\$ 43.56	\$ 107.59	\$ 10.76	\$ 118.35
Christian Rodarte	Project Manager	\$ 34.61	\$ 85.49	\$ 8.55	\$ 94.04
Betty Chau	Project Manager	\$ 31.00	\$ 76.57	\$ 7.66	\$ 84.23
Paige Prager	Project Support	\$ 23.00	\$ 56.81	\$ 5.68	\$ 62.49
Kim Ngoc Le	Project Support	\$ 23.00	\$ 56.81	\$ 5.68	\$ 62.49



CIVIL ENGINEERS • SURVEYORS • RIGHT-OF-WAYS

SBE • WBE • DBE Certified

HOURLY RATE SCHEDULE

(Subject to Annual Revision)

First 8 Hours of Any Non-Holiday Weekday

PROFESSIONAL AND OFFICE

Principal Engineer/Planner	\$225.00 per hour
Expert Witness	\$350.00 per hour
Senior Project Manager	\$190.00 per hour
Project Manager	\$175.00 per hour
Office Surveyor	\$140.00 per hour
ROW/Survey Engineer III	\$125.00 per hour
ROW/Survey Engineer II	\$112.00 per hour
ROW/Survey Engineer I	\$100.00 per hour
Engineer/Planner III	\$140.00 per hour
Engineer/Planner II	\$125.00 per hour
Engineer/Planner I	\$112.00 per hour
CADD/Designer III	\$112.00 per hour
CADD/Designer II	\$ 100.00 per hour
CADD/Designer I	\$ 75.00 per hour
Research/Expeditor	\$100.00 per hour
Office Assistant	\$ 85.00 per hour
Clerical/Messenger	\$ 70.00 per hour

FIELD SURVEY

3-Person Party	\$325.00 per hour
2-Person Party	\$245.00 per hour
1-Person Party / Robotics	\$200.00 per hour
Field Supervisor	\$175.00 per hour

OTHER DIRECT COSTS

- Daily Per Diem – For projects exceeding 60 miles from our office. \$100.00 per day
- GPS Equipment rental \$200.00 per day
- Parking, research, delivery charges (i.e. Federal Express) At Cost
- Mileage Current Fed. Rate

NOTES

- Normal survey crew equipment costs are included in the above rates.
- Any time in excess of 8 hours per day or any time on a Saturday will be charged at 150% of above quoted rates.
- Any time in excess of 8 hours on a Saturday, any time on a Sunday, or any time on a Union designated holiday will be charged at 200% of above quoted rates.
- Time of survey crews will be charged from the time the crew arrives at the job site until the survey crew leaves the jobsite.
- Our normal office procedure is to limit employee time charges to a maximum of 8 hours per day. No overtime charges to a client will accrue without specific authorization from client.
- Survey Office Time is billed on 30 minutes increments.
- Field Survey Time is based on a 4 hour minimum and 2 hour increments thereafter.

**City of Calabasas, Lost Hills Interchange Improvement Project
Quality Assurance Field Sampling and Testing Services - Budgetary Cost Estimate**

TWINING, INC.

Item No 1 - Geotechnical - Roadway Excavation, Structural Excavation, Embankment							
Item	Proposed Services	Notes and Assumptions	Amount	Units	Estimated Quantity	Unit Rate	Cost
Field Observation, On Site Testing, and Laboratory Testing	Field Compaction Testing and Laboratory Support						
	Certified soils technician with nuclear gauge for compaction testing	Compaction will be tested in accordance with CT 231 and 216 test methods. Testing to be performed as required for acceptance.	250	regular hours		\$ 96.00	\$ 24,000.00
	Maximum Density, CT 216	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	25	test		\$ 180.00	\$ 4,500.00
	Sieve Analysis, CT 202	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	12	test		\$ 90.00	\$ 1,080.00
	R - Value CT 301	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	8	test		\$ 325.00	\$ 2,600.00
	Project Engineer	Twining Laboratories engineer will review all laboratory test results, review field daily reports and field test data.	25	regular hours		\$ 140.00	\$ 3,500.00
						Subtotal:	\$ 35,680.00
Item No 2 - Geotechnical - Aggregate Base, Aggregate Subbase							
Item	Proposed Services	Notes and Assumptions	Amount	Units	Estimated Quantity	Unit Rate	Cost
Field Observation, On Site Testing, and Laboratory Testing	Field Compaction Testing and Laboratory Support						
	Certified soils technician with nuclear gauge for compaction testing	Compaction will be tested in accordance with CT 231 and 216 test methods. Testing to be performed as required for acceptance.	175	regular hours		\$ 96.00	\$ 16,800.00
	Maximum Density, CT 216	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	20	test		\$ 175.00	\$ 3,500.00
	Sieve Analysis, CT 202	One Sample every 2500 tonnes or 2000 cubic yards (May be decreased to one per day).	4	test		\$ 90.00	\$ 360.00
	Durability Index CT 229	If initial course changes and initially for acceptance.	4	test		\$ 210.00	\$ 840.00
	Sand Equivalent	One Sample every 2500 tonnes or 2000 cubic yards (May be decreased to one per day).	4	test		\$ 125.00	\$ 500.00
	Moisture Content CT 226	Sampled and tested twice daily if paid for by weight.	20	test		\$ 25.00	\$ 500.00
	R-Value CT 301	One Sample every 2500 tonnes or 2000 cubic yards.	4	test		\$ 325.00	\$ 1,300.00
	Project Engineer	Twining's engineer will review all laboratory test results, review field daily reports and field test data.	20	regular hours		\$ 140.00	\$ 2,800.00
						Subtotal:	\$ 26,600.00

**City of Calabasas, Lost Hills Interchange Improvement Project
Quality Assurance Field Sampling and Testing Services - Budgetary Cost Estimate**

TWINING, INC.

Item No 5 - Portland Cement Concrete - Bridge, Retaining Walls, Sound Walls, including foundations						
Item	Proposed Services	Notes and Assumptions	Amount	Units	Estimated Quantity Unit Rate	Cost
Field Observation, On Site Testing, and Laboratory Testing	Field Fabrication of Test Specimens, Field Testing and Laboratory Testing of Concrete					
	Certified technician for sampling and field testing of concrete	Field Fabrication of concrete cylinder specimens. Includes field testing for Ball Penetration, Slump, and Air Content. Inspection of reinforcement for foundation	160	regular hours	\$ 96.00	\$ 15,360.00
	Project Engineer	Twining's engineer will review all laboratory test results, review field daily reports and field test data.	16	regular hours	\$ 140.00	\$ 2,240.00
	Laboratory Testing of Field Made Specimens and Aggregates					
	Compression Strength Testing ASTM C172, CT 540	1 set approximately every 25 cubic yards or 1 set per day	20	sets	\$ 150.00	\$ 3,000.00
	Fine Aggregate Sand Equivalent CT 217	1 test per 523 cubic yards (if production is less than 325 cubic yards, 1 test per day).	20	tests	\$ 125.00	\$ 2,500.00
	Sieve Analysis of Coarse Aggregate Portion CT 202	1 test per 523 cubic yards (if production is less than 325 cubic yards, 1 test per day).	20	tests	\$ 90.00	\$ 1,800.00
	Sieve Analysis of Fine Aggregate Portion CT 262	1 test per 523 cubic yards (if production is less than 325 cubic yards, 1 test per day).	20	tests	\$ 90.00	\$ 1,800.00
	Coarse Aggregate Cleaness Value CT 227	1 test per 523 cubic yards (if production is less than 325 cubic yards, 1 test per day).	20	tests	\$ 175.00	\$ 3,500.00
	Project Engineer	Twining's engineer will review all laboratory test results, review field daily reports and field test data.	8	regular hours	\$ 140.00	\$ 1,120.00
					Subtotal:	\$ 31,520.00

Project Understanding and Approach

The City of Calabasas proposes to replace existing Lost Hills Road/U.S. Highway 101 overcrossing and modify the interchange. The proposed project requires approximately 8.7 acres of land which is part of a larger parcel owned by the County of Los Angeles and utilized by the County of Los Angeles Sanitary District under a Joint Powers Agreement. The City and the County have been in discussions since 2009 to have the County "dedicate/donate" the required land as their contribution to this regional transportation project. A final agreement on the dedication/donation has not been completed and it is anticipated that additional coordination and meetings and completion of final documents and approvals will be required to finalize this position.

There is a possibility that an agreement between the County and City will not come to fruition and a typical acquisition process under compliance with State and Federal Uniform Act requirements will be required. Therefore, OPC's approach to obtaining the necessary right of way for the proposed project is provided in two options - **Option 1** will continue the path that has been in place since 2009 to obtain the necessary right of way through dedication/donation process. This option assumes the County was previously informed of their rights to have an appraisal made of the property to be dedicated/donated along with an offer to receive just compensation. This option will also include the completion of R/W Certification in compliance with Caltrans requirements; **Option 2** will comply with State and Federal Uniform Act requirements which will include appraisal, appraisal review, acquisition/negotiation, and escrow coordination services as well as R/W Certification.

Scope of Work

OPTION 1

Coordination and Management of Dedication/Donation

1. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
2. Negotiations and coordination with City and County staff and officials to effectuate dedication/donation of land for project.
3. Set meetings with all necessary parties, take meeting minutes, identify action items, distribute to all parties and follow up and monitor progress on required action items.
4. Representation of the client at public meetings, hearings, and other related matters.
5. Preparation and presentation of a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress.
6. Coordination with federal and state oversight agencies such as Caltrans, and FHWA, as needed.
7. Provide quality assurance and quality control for the right of way program and all right of way components.

Right of Way Certification Services

1. Coordinate and attend certification planning meeting with City, Caltrans Right of Way Local Assistance Coordinator, and project team to determine project requirements and certification level required to meet project construction schedule.

2. Coordinate with the project engineer and utility coordinator to confirm their respective activities have been completed in compliance with applicable laws and regulations.
3. Prepare certification forms in coordination with engineer and City to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, and required utility documents.
4. Attend and coordinate pre and post-audit submittal meetings.

OPTION 2

Right of Way Project Management

1. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
2. Assisting with the development of administrative policies, procedures, and forms necessary to carry out the initial program.
3. Ongoing general consultation and project coordination with the client, social service agencies, governmental entities, and project team members.
4. Representation of the client at public meetings, hearings, and litigation related matters.
5. Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.
6. Preparation and presentation of a monthly written status report based on the agreed-upon guidelines on information to be provided. Confer weekly with client verbally on general status, problem areas, and progress.
7. Participate in up to twelve (12) Project Development Team Meetings to report on acquisition progress.
8. Coordination with federal and state oversight agencies such as Caltrans, and FHWA, as needed.
9. Subcontracting and managing all necessary disciplines needed for the project.
10. Provide quality assurance and quality control for the right of way program and all right of way components.

Title Investigation Services

1. Secure vesting deeds, property profile, and tax map for each property.
2. Secure preliminary title report for property to be acquired.
3. Secure copies of recorded back-up documents as needed.
4. Share preliminary title information with right of way engineer, surveyor, and others, as needed, for their use on the project.

Appraisal Services

1. OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection, and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking, including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.

6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
7. Upon completion of the fee appraisal, OPC will conduct a formal review by an independent appraiser in accordance with federal regulations and Caltrans procedures manual.
8. OPC will receive and analyze the completed appraisal reports accordingly.

Negotiate Right of Way Settlement/Prepare Acquisition Documents

1. Establish and maintain a complete and current record file for each ownership in a form acceptable to the client.
2. Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
3. Prepare all offer letters and summary statements in accordance with state or federal regulations and approval of client.
4. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable.
5. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended settlement justifications to client for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with client. Ongoing negotiations and settlement discussions will continue for 8 weeks after the initial offer or until we reach settlement or impasse.
6. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests. Legal descriptions to accompany easements or to accompany partial acquisition deeds are not included in this Scope of Work.
7. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
8. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
9. Litigation support: in the event an acquisition is unable to be settled via voluntary means, the negotiations staff will provide a condemnation-ready case file, all relevant negotiations history, and meet with client as needed to provide relevant acquisition content.
10. Transmit executed acquisition documents to client. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

Escrow Coordination

If by Negotiated Settlement: Assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed.
3. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
4. Assist escrow to secure full or partial reconveyance or subordination instruments from lien holders of record.
5. Review settlement statement for accuracy.
6. Coordinate deposit of acquisition price and estimated closing costs with escrow.

7. After the closing, review the title insurance policy for accuracy.
8. Prepare and mail a letter to County Assessor requesting cancellation of taxes, if appropriate.

Eminent Domain Assistance

If Settlement by Eminent Domain: Assist eminent domain counsel with the following:

1. Prepare a letter for the client signature to eminent domain counsel, requesting proceeding to condemnation.
2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based on the value of the interest required) are additional.

Right of Way Certification Services

1. Coordinate and attend certification planning meeting with City, Caltrans Right of Way Local Assistance Coordinator, and project team to determine project requirements and certification level required to meet project construction schedule.
2. Coordinate with the project engineer, and utility relocation, property acquisition, and relocation managers to confirm their respective activities have been completed in compliance with applicable laws and regulations.
3. Prepare certification forms in coordination with engineer and City to include the compilation of all necessary back-up documents required including; deed, final order of condemnation, access easements, cooperative agreements, permits, right of entries, etc.
4. Attend and coordinate pre and post-audit submittal meetings.

Cost Proposal

Following is our estimated fee based on our Project Understanding and Scope of Services identified above. Title and appraisal services will be based on a fixed fee and all other work will be provided on a time and material basis based on our schedule of hourly rates provided below and the estimated hours identified.

OPTION 1		
Coordination and Management of Dedication/Donation	80 Hours Estimated	\$10,400
Right of Way Certification Services	30 Hours Estimated	\$3,900
Option 1 Services Fees Total		\$14,300
OPTION 2		
Right of Way Project Management	30 Hours Estimated	\$3,900
Preliminary Title Reports / Investigation Services: Up to (1) Preliminary Title Report (PTR) will be provided and analyzed for the impacted property on the project.	(Fixed fee)	\$900
Right of Way Appraisal: Includes preparation of (1) narrative appraisal report in	(Fixed fee)	\$6,800



compliance with USPAP and the <i>Caltrans Right of Way Manual</i> .		
Formal Appraisal Review: Includes (1) appraisal review for the fee appraisal completed (see above), according to the scope of work provided and in compliance with FHWA and Caltrans guidelines.	(Fixed fee)	\$3,000
Property Owner Negotiations: Includes acquisition activities as described in the Scope of Work, including up to (1) property owner negotiation.	65 Hours Estimated	\$7,700
Escrow Coordination/Title Clearance: Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	20 Hours Estimated	\$1,500
Right of Way Certification: OPC will gather all relevant acquisition and relocation documents and package for Caltrans Certification.	30 Hours Estimated	\$3,900
Option 2 Services Fees Total:		\$27,700

SCHEDULE OF HOURLY RATES

The following is OPC's Schedule of Hourly Rates for 2013 for those services to be billed hourly:

2013 Schedule of Hourly Rates Overland, Pacific & Cutler, Inc.	
Right of Way Management & Implementation	
Program Manager / Principal	\$200.00 per hour
Senior Project Manager	\$150.00 per hour
Project Manager	\$130.00 per hour
Senior Acquisition Agent / Senior Relocation Agent / Senior Analyst	\$115.00 per hour
Acquisition Agent / Relocation Agent / Analyst	\$105.00 per hour
Real Estate Appraisal	
Managing Director / Director	\$275.00 per hour
Senior Valuation Analyst	\$225.00 per hour
Valuation Analyst	\$150.00 per hour
Assistant Valuation Analyst	\$105.00 per hour
Utility Coordination	
Utility Manager	\$150.00 per hour
Senior Utility Coordinator	\$130.00 per hour



Utility Coordinator	\$115.00 per hour
Property Management	
Property Management Supervisor	\$150.00 per hour
Property Services Supervisor / Property Manager	\$115.00 per hour
Specialized Labor / GC / Plumber / Electrician	\$105.00 per hour*
Equipment Operator	\$73.00 per hour*
Landscape / Crew Leader	\$40.00 per hour*
Crew Member	\$27.50 per hour*
* Prevailing Wage Compliant	
Project Support / Administrative	
Project Support Specialist	\$75.00 per hour
Administrative Assistant	\$40.00 per hour

Assumptions and Limiting Conditions

Due to the complexity and parties involved in this acquisition for either Option 1 or Option 2, our fees are based on a time and materials basis. If additional time is required beyond the identified estimated hours, a change order will be required to complete the identified scope of services. In no event will OPC's total hourly exceed the total estimated fee without prior authorization.

In the event the County rejects the dedication request and an appraisal is required, the appraisal will be prepared in a summary format narrative appraisal report. The subject property may be part of, and is adjacent to the Calabasas Landfill on Lost Hills Road, north of the Lost Hills Rd/ US 101 Interchange. However, there is no indication that the property needed for the proposed right of way has any landfill activities. Our proposal is to appraise this property as a separate and distinct zone of value. The adjacent landfill will not be considered except that it is a neighboring use to the subject property. We will consider APN 2052-012-904 as the larger parcel for this assignment, and suitable for independent development.



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and Parsons Corporation)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 23rd day of March, 2016 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and **Parsons Corporation** (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated November 13, 2013 in the following fashion:

- A. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.1 – Scope of Services as set forth in “Consultant’s” March 10, 2016 proposal to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- B. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.2 – Approved Fee Schedule as set forth in “Consultant’s” March 10, 2016 fee schedule to “City” attached hereto as Exhibit A-1 and incorporated herein by this reference.
- C. “City” and “Contractor” desire to amend the “Agreement” by modifying section 3.4 – Expiration Date of the “Agreement” to read as follows:

3.4 “Expiration Date”: December 31, 2017.
- D. “City” and “Contractor” desire to amend the “Agreement” by modifying the total compensation and costs payable to “Consultant” under this “Agreement” to a not-to-exceed sum of \$2,982,640.

Initials: (City) _____ (Contractor) _____

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

By: _____
James R. Bozajian, Mayor

Date: _____

“Consultant”
Parson Corporation

By: _____
Chris A. Johnson, Vice President

Date: _____

By: _____
Roy Fisher, P.E., Project Manager

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

EXHIBIT A-1

Parsons

100 West Walnut Street • Pasadena, California 91124 • (626) 440-2138 • Fax: (626) 440-6155 • www.parsons.com

March 10, 2016

Mr. Robert Yalda, PE, TE
Public Works Director/City Engineer
City Of Calabasas
100 Civic Center Way
Calabasas, CA 91302

Subject: Proposed Amendment No. 1 for Source Inspection Material Testing for Lost Hills Interchange Construction Phase

Dear Mr. Yalda,

As previously discussed, Parsons' materials testing subconsultant, Twining, only provided an estimate for testing materials on the project and did not include source inspection, except a nominal amount. Once meetings began with Caltrans METS, Twining realized there significant amount of offsite testing that would be required at fabrication sites and the cost was not included in its budget. These materials include testing and inspecting precast girders which are fabricated offsite and delivered to the jobsite.

Original Contract Amount:	\$2,750,000.00
Amendment #1 – Source Inspection	\$ 232,640.00
<u>Total</u>	<u>\$2,982,640.00</u>

Sincerely,

Accepted and Approved for
City of Calabasas

Roy Fisher, PE
Parsons Transportation Group
Project Manager

Signature

Parsons

Name

Title

Date




CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MARCH 14, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH NEWSEM AG, INC. (DBA GREENE TREE CARE) IN THE AMOUNT OF \$198,300 FOR VEGETATION MANAGEMENT OF LAS VIRGENES CREEK RESTORATION PROJECT – PHASE II

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Newsem Ag, Inc. (dba Greene Tree Care) in the amount of \$198,300.00 for vegetation management of 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.

Draft designs were presented to stakeholders and general public on August 6, 2015 during a public workshop. Based on comments received, the updated design was presented to the Environmental Commission on September 1, 2015 and to the City Council on October 28, 2015. Residents and stakeholders had a second chance to review final designs during another workshop held on November 12, 2015. On December 9, 2015, the City Council Adopted the Resolution 2015-1479 approving the Mitigated Negative Declaration pursuant to CEQA.

The final designs were presented to all regulatory agencies including the California Department of Fish and Wildlife, Army Corp of Engineers, Regional Water Quality Control Board and County of Los Angeles Public Works Department for review and approval.

The vegetation management is the first phase of implementing the project. Invasive species, dead trees and bushes and debris shall be removed from both banks along 1.5 miles of the creek to prepare the ground for construction. City Received 3 proposals from the following proposed:

- Valley Crest Tree Care: \$271,540.00
- Newbury Park Tree Services \$199,690.00
- Newsem Ag, Inc. (dba Greene Tree Care): \$198,300.00

After careful review and evaluation, the lowest proposer was selected to perform the tasks.

FISCAL IMPACT/SOURCE OF FUNDING:

The funding for this contract is provided thru Account No. 40-319-6502-38, previously approved by the City Council.

The funding sources for Las Virgenes Creek Restoration Project – Phase II are as follows: \$676,735 funded under Urban Stream Restoration Program administered by California Department of Water Resources, \$645,200 funded under Proposition 84 – Integrated Regional Water Management Plan and \$980,500 funded thru Proposition 84 administered by the Santa Monica Mountains Conservancy.

REQUESTED ACTION:

That the City Council approve a professional services agreement with Newsem Ag, Inc. (dba Greene Tree Care) in the amount of \$198,300.00 for vegetation management of Las Virgenes Creek Restoration Project – Phase II.

ATTACHMENT:

Professional Services Agreement with Newsem Ag, Inc. (dba Greene Tree Care)

ITEM 7 ATTACHMENT

PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages
[City of Calabasas/ Newsem Ag, Inc. (dba Greene Tree Care)]

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and Newsem Ag, Inc. (dba Greene Tree Care) a California corporation (“Contractor”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a contractor: **Tree, debris and slash removal for Las Virgenes Creek Restoration Project – Phase II on both creek banks per plans attached hereto as Exhibit A, chipping wood and delivering to City designated locations.**
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Contractor’s March 7, 2016 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 Contractor’s March 7, 2016 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: March 23, 2016.
- 3.4 “Expiration Date”: March 22, 2017.

4. TERM

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

5. CONTRACTOR'S SERVICES

- 5.1 Contractor 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 Contractor under this Agreement exceed the sum of **One Hundred Ninety Eight Thousand and Three Hundred Dollars (\$198,300.00)** unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **John Fleming** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4', Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
- (1) Material that the contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.
- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor 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 Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor 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 Contractor issues an invoice to City for such services.
- 6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.
- 6.5 To the extent applicable, at any time during the term of the Agreement, the Contractor may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public

Contract Code section 22300. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor’s commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged

intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice.

- 10.3 City shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

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

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance as required by the laws of the State of California, including but not limited to California Labor Code § 1860 and 1861 as follows:

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

- 11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Contractor's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Contractor shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond or other security acceptable to the City guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

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

If to Contractor:

Newsem Ag, Inc. (dba Greene Tree Care)
83 South Dawson Drive
Camarillo, CA 93012
Attn: John Fleming
Telephone: (805) 484-9900
Facsimile: (805) 384-8503

With courtesy copy to:

Scott H. Howard
Colantuono, Highsmith & Whatley, PC

300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

16. SURVIVING COVENANTS

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

17. TERMINATION

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

18. GENERAL PROVISIONS

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

context requires such substitution(s).

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

agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:

- 19.1.1 The Contractor shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Contractor shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
- 19.1.2 Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

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

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

“City”
City of Calabasas

“Contractor”
Newsem Ag, Inc. (dba Greene Tree Care)

By: _____
James R. Bozajian, Mayor

By: _____
John Fleming, Managing Director

Date: _____

By: _____
Joan Gojkovich, Office Manager

By: _____
Leigh Fleming, Marketing Director

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, City Attorney

Date: _____

NON-COLLUSION AFFIDAVIT

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

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

Signature of Bidder

Business Address

Place of Residence

Subscribed and sworn to before me this __ day of _____, 20__.

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

My Commission Expires _____, 20__.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

(Contractor)

By:

(Signature)

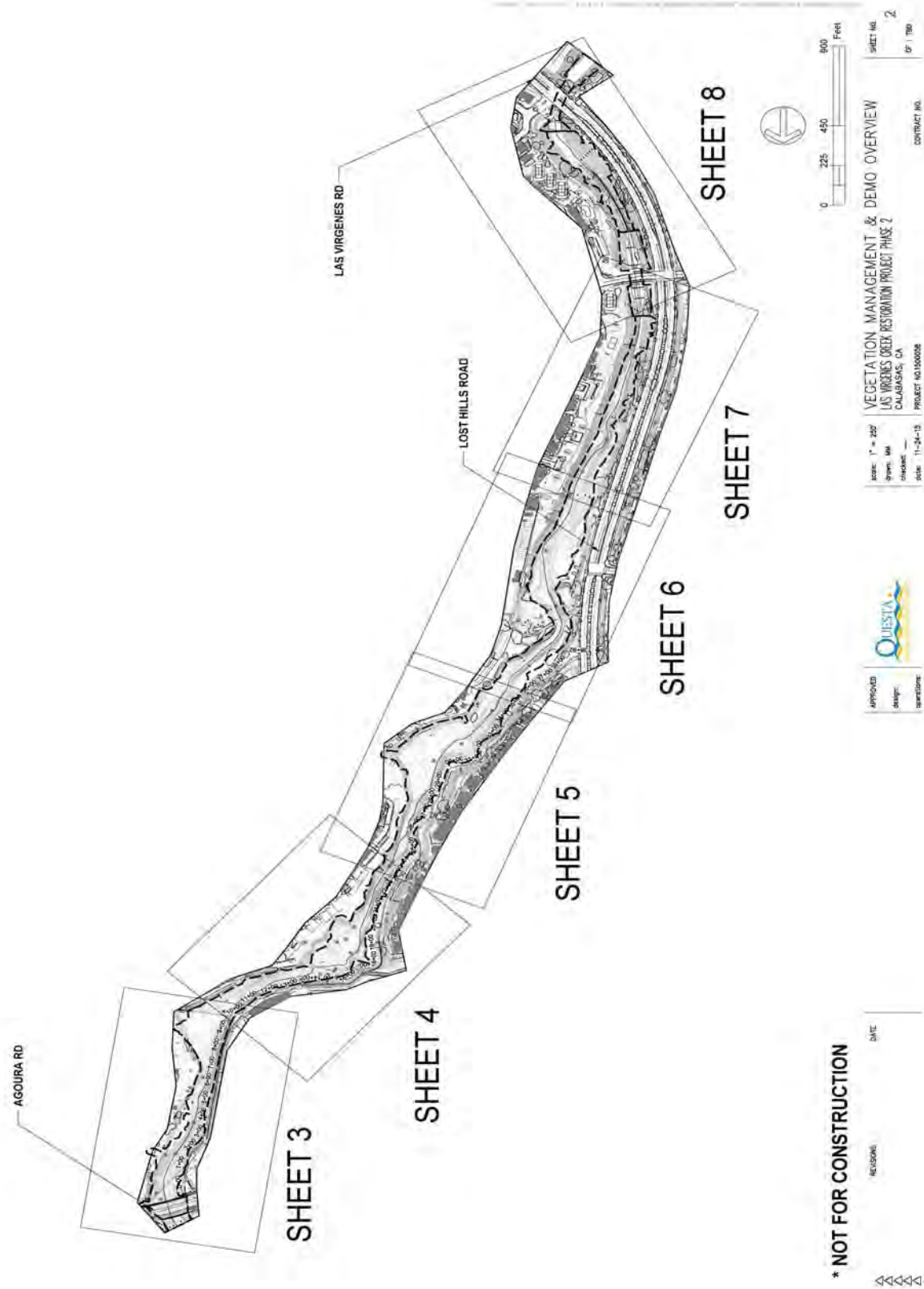
(Title)

Attest:

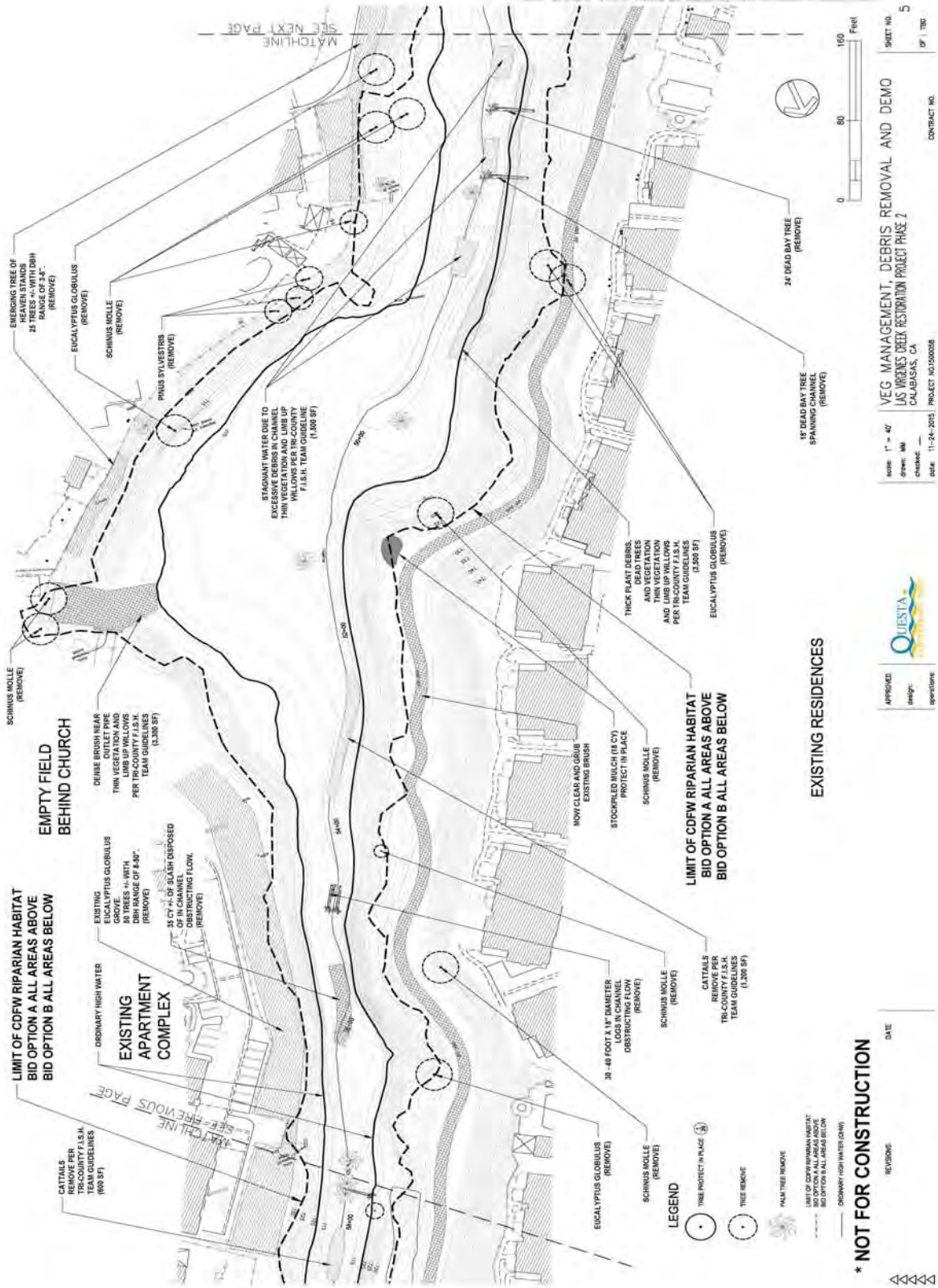
By:

(Signature)

(Title)



Initials: (City) _____ (Contractor) _____



Scale: 1" = 40'
 Drawn: MJB
 Checked: [blank]
 Date: 11-24-2015 | PROJECT: NC1500058

VEG MANAGEMENT, DEBRIS REMOVAL AND DEMO
 LAS VIRGENES CREEK RESTORATION PROJECT PHASE 2
 CALABASAS, CA

CONTRACT NO. [blank]
 SHEET NO. 5
 OF 1780

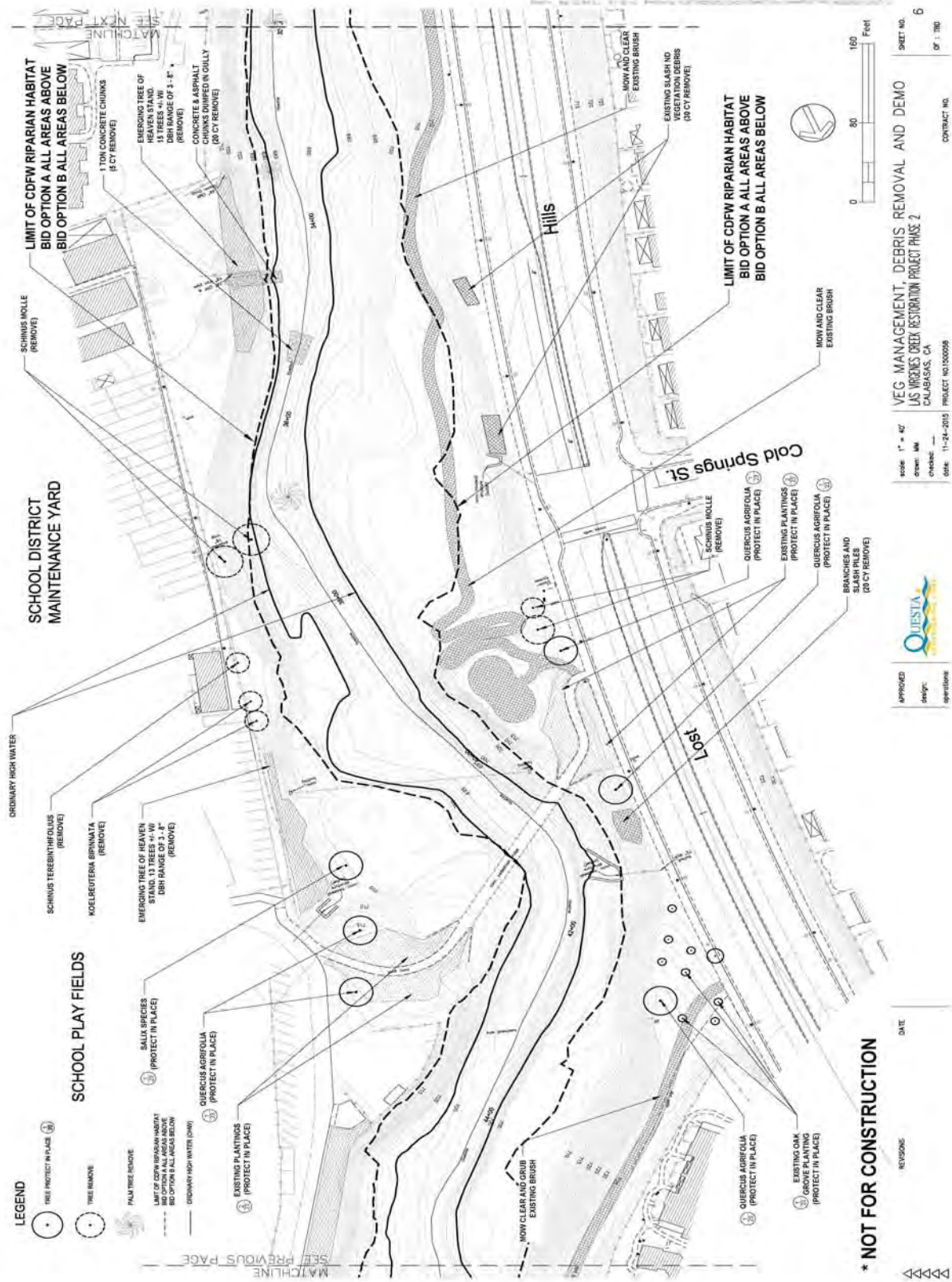


APPROVED: [signature]
 OPERATIONS: [signature]

EXISTING RESIDENCES

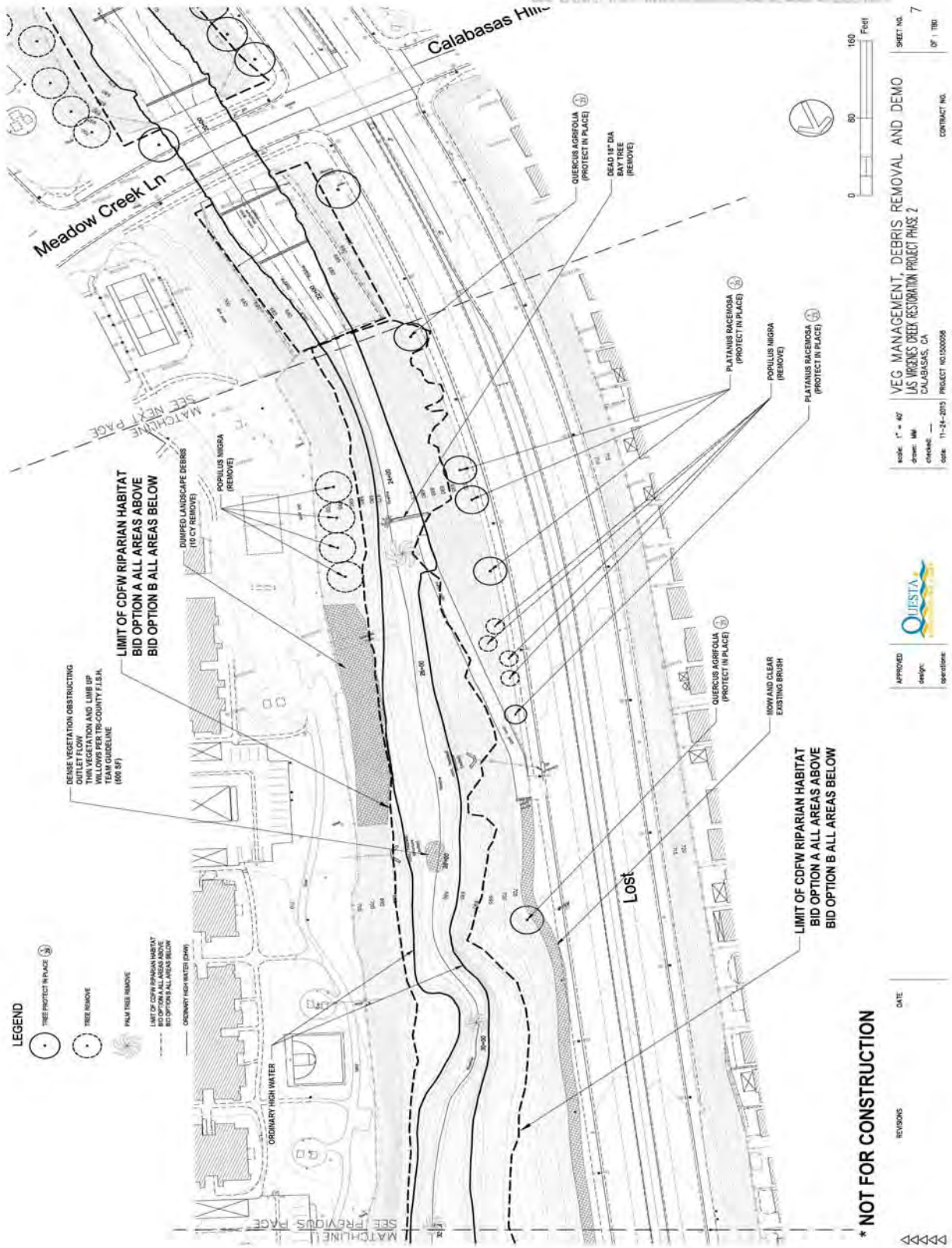
*** NOT FOR CONSTRUCTION**

Initials: (City) _____ (Contractor) _____

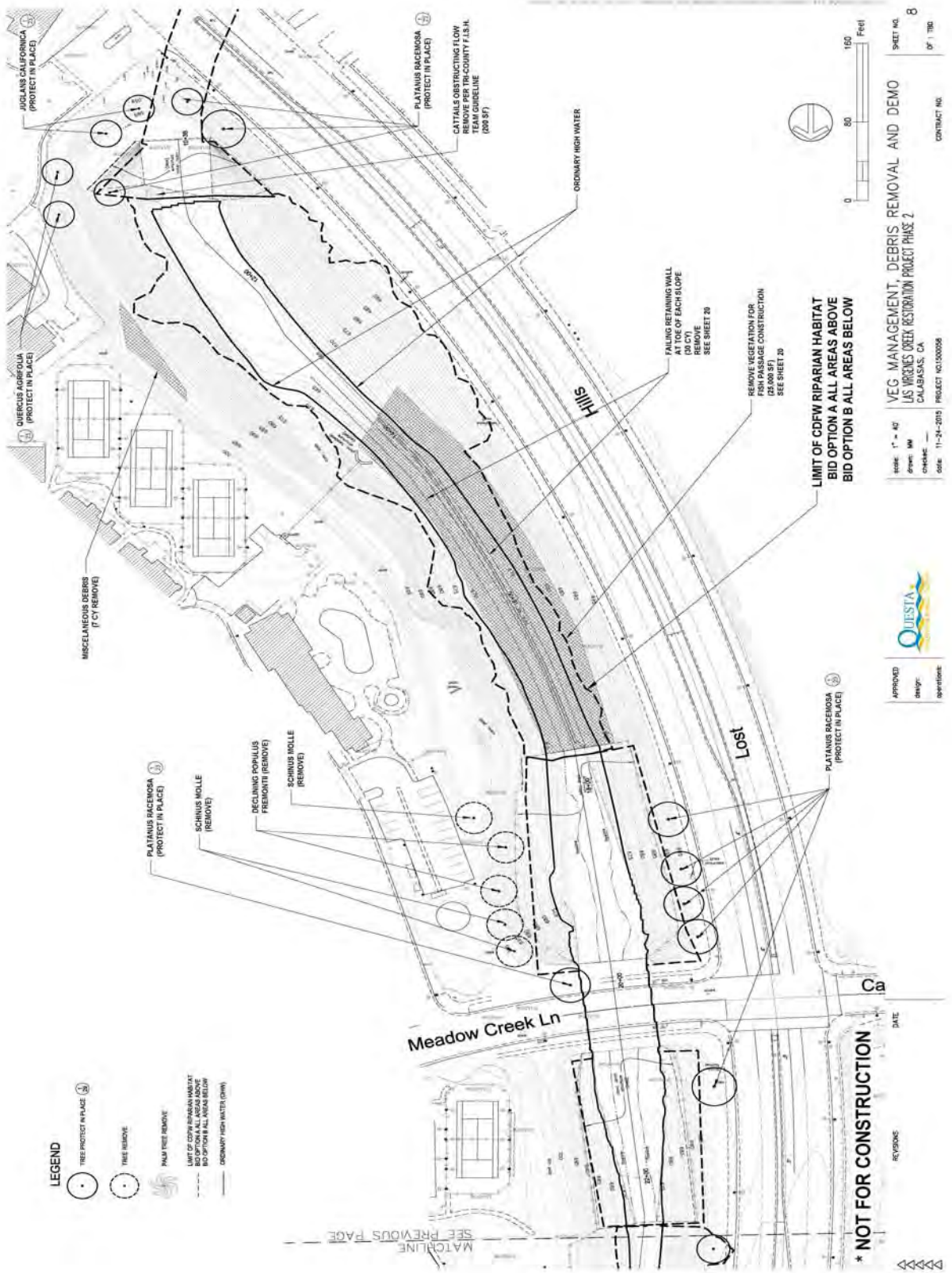


Initials: (City) _____ (Contractor) _____

*** NOT FOR CONSTRUCTION**
 REVISIONS: _____ DATE: _____
 APPROVED: _____
 design: _____
 operations: _____
 QUESTIA
 1" = 42'
 drawn: MM
 checked: _____
 date: 11-24-2015 PROJECT: NS1000059
 VEG. MANAGEMENT, DEBRIS REMOVAL AND DEMO
 LAS VIRGENES CREEK RESTORATION PROJECT PHASE 2
 CALABASAS, CA
 SHEET NO. 6
 OF 1180
 CONTRACT NO.



Initials: (City) _____ (Contractor) _____



Initials: (City) _____ (Contractor) _____

Las Virgenes Invasive and Non Native Tree Removal East Bank						
Common Name	Scientific Name	Total in 2 Year		Total in 10 Year		DBH Range Removal Priority
		Flood Plain	Upland Area	Flood Plain	Upland Area	
Pepper Tree	Schinus molle		15	6-28"		High
Brazilian Pepper Tree	Schinus terebinthifolius		40	1-6"		High
Blue Gum	Eucalyptus globulus	3	47	8-50"		High
Lombardy Poplar	Populus nigra		4	18-20'		Medium
Chinese Flame Tree	Koelreuteria bipinnata		1	12"		Medium
Canary Island Palm	Phoenix canariensis	1		26"		High
Cordylone	Cordylone australis	4		2"		Medium
Scots Pine	Pinus sylvestris		3	16"		Low
Mexican Fan Palm	Washingtonia fibriata	15	2	3' - 36"		High
Sub-Totals		16	9		113	
West Bank						
Common Name	Scientific Name	Total in 2 Year		Total in 10 Year		DBH Range Removal Priority
		Flood Plain	Upland Area	Flood Plain	Upland Area	
Canary Island Pine	Pinus canariensis		1	24"		High
Pepper Tree	Schinus molle		210	6-50"		High
Brazilian Pepper Tree	Schinus terebinthifolius	1		26"		High
Blue Gum	Eucalyptus globulus		4	12-36"		High
Common Fig	Ficus carica		3	8-15"		High
Lombardy Poplar	Populus nigra		4	10-14"		Medium
Canary Island Palm	Phoenix canariensis	1		15"		High
Cordylone	Cordylone australis		1	4"		Medium
Mexican Fan Palm	Washingtonia fibriata	15	2	3' - 36"		High
Sub-Totals		17	8		220	
Total Trees Removed						333

* Diameter at Breast Height (DBH)

Common Name	Scientific Name	Size	15 gal	5 gal	Deepot	Live Stakes
Sycamore	Platanus racemosa		150	100		
Cottonwood	Populus fremontii				50	
Live Oak	Quercus agrifolia		50	75	50	
Box Elder	Acer negundo				50	
Red Willow	Salix laevigata					400
California Walnut	Juglans californica		200	175	200	400
Sub-Totals						
Total Trees To Be Planted						975

* NOT FOR CONSTRUCTION

REVISIONS: _____ DATE: _____



scale: 1" = 50'
 sheet: 09
 date: 11-24-2015
 PROJECT: NCI150008
 CONTRACT NO.
 VEGETATION MANAGEMENT TABLES
 LAS VIRGENES GREEN RESTORATION PROJECT PHASE 2
 CALABASAS, CA

SHEET NO. 9 OF 10

DISTURBED AREA HYDROSEEDING PATTERN		QTY	FUNCTION	LBS/ACRE
Common Name	Scientific Name			
Yarrow	Achillea millefolium		PERENNIAL	5
Creeping Wild Rye	Elymus triticoides		PERENNIAL	15
California Brome	Bromus carinatus		COVER/PERENNIAL	15
Narrow Leaf Milkweed	Asclepias fascicularis		COVER/PERENNIAL	10
MULCH	N/A		EROSION CONTROL	2000
FERTILIZER	N/A		PLANT ESTABLISHMENT	200
TACKIFIERS	N/A		EROSION CONTROL	200

Exhibit B


TABLE 1					
Quantities provided by City of Calabasas - "Scope of Work"					City of Calabasas
LAS VIRGENES CREEK RESTORATION PROJECT - PHASE II - VEGETATION MANAGEMENT					
Item #	Description				
3	Tree Removal STA: 81+ 50 - 63+ 00 West Bank	(120) CA Pepper	(1) She Oak		
4	Debris and Slash Removal STA: 81+ 50 - 63+ 00 West Bank	(10) cubic yards			
5	Tree Removal STA: 81+ 50 - 63+ 00 East Bank	(16) CA Pepper	(10) Tree of Heaven		
6	Tree Removal STA: 63+00 - 41+ 00 West Bank (Steeple Chase)	(14) CA Pepper	(4) Eucalyptus	(2) Acacia clusters	(2) Cactus
7	Debris and Slash Removal STA: 63+00 - 41+ 00 West Bank (Steeple Chase)	(20) cubic yards			
8	Tree Removal STA: 63+00 - 41+ 00 East Bank	(11) CA Pepper	(15) Tree of Heaven	(53) Eucalyptus	(3) Palm (3) Pine
9	Tree Removal STA: 41+ 00 - 21+ 00 West Bank	(3) CA Pepper	(6) Poplar		
10	Debris and Slash Removal STA: 41+ 00 - 21+ 00 West Bank	(30) cubic yards			
11	Tree Removal STA: 41+ 00 - 21+ 00 East Bank	(5) CA Pepper	(28) Tree of Heaven	(1) Braz. Pepper	(4) Poplar (2) Koelreuteria
12	Debris and Slash Removal STA: 41+ 00 - 21+ 00 East Bank	(10) cubic yards			
13	Tree Removal STA: 21+ 00 - 11+ 00 East Bank	(3) CA Pepper	(3) Poplar		
14	Debris and Slash Removal STA: 21+ 00 - 11+ 00 East Bank	(7) cubic yards			
<p>Notes: (a) Trees to be removed and within 20-feet of center line of new trail - cut these to 3-feet above grade to allow for stump removal (b) All other trees to be removed - cut stump low & treat with appropriate herbicide</p>					

TABLE 2 (revised)					
Bid Sheet based on quantities listed on Table 1					City of Calabasas
LAS VIRGENES CREEK RESTORATION PROJECT - PHASE II - VEGETATION MANAGEMENT					
Item #	Description	Est. Qty.	Unit	Unit Price	Total
1	Mobilization	1	LS	\$0	\$0
2	Survey & Stakeout	1	LS	\$3,000	\$3,000
3	Tree Removal STA: 81+ 50 - 63+ 00 West Bank	1	LS	\$61,000	\$61,000
4	Debris and Slash Removal STA: 81+ 50 - 63+ 00 West Bank	10	CY	\$150	\$1,500
5	Tree Removal STA: 81+ 50 - 63+ 00 East Bank	1	LS	\$7,500	\$7,500
6	Tree Removal STA: 63+00 - 41+ 00 West Bank (Steeple Chase)	1	LS	\$11,000	\$11,000
7	Debris and Slash Removal STA: 63+00 - 41+ 00 West Bank (Steeple Chase)	20	CY	\$150	\$3,000
8	Tree Removal STA: 63+00 - 41+ 00 East Bank	1	LS	\$89,500	\$89,500
9	Tree Removal STA: 41+ 00 - 21+ 00 West Bank	1	LS	\$3,500	\$3,500
10	Debris and Slash Removal STA: 41+ 00 - 21+ 00 West Bank	30	CY	\$225	\$6,750
11	Tree Removal STA: 41+ 00 - 21+ 00 East Bank	1	LS	\$6,500	\$6,500
12	Debris and Slash Removal STA: 41+ 00 - 21+ 00 East Bank	10	CY	\$150	\$1,500
13	Tree Removal STA: 21+ 00 - 11+ 00 East Bank	1	LS	\$2,500	\$2,500
14	Debris and Slash Removal STA: 21+ 00 - 11+ 00 East Bank	7	CY	\$150	\$1,050
CONSTRUCTION TOTAL					\$198,300


Initials: (City) _____ (Contractor) _____



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 14, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MAUREEN TAMURI, COMMUNITY DEVELOPMENT DIRECTOR 

SUBJECT: ADOPTION OF RESOLUTION NO. 2016-1505 APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH KILROY CORPORATION FOR TRAIL ACCESS TO CIVIC CENTER PARK, AND STAFF AUTHORIZATION TO EXECUTE RELATED AGREEMENTS

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2016-1505 approving a Memorandum of Understanding (MOU) with Kilroy Corporation for trail access to Civic Center Park, and Staff authorization to execute related agreements.

BACKGROUND:

The City has until June 30, 2016, to expend \$90,050.00 in grant funds awarded under the State of California Housing-Related Parks (HRP) Program. Efforts to develop Phase 1 have been on hold pending coordination of the Senior Center construction efforts. The grant will be used to plant hundreds of small oak trees, native wildflowers and construct trail improvements on the Civic Center site. The proposed trail and picnic area is only accessible from the Kilroy property.

The MOU the City would be entering into describes a process to design, construct and maintain an access trail on the Kilroy property. The trail would permit access to Phase I of the Civic Center Park, consisting of a small picnic area, trails and a lookout area with expansive views of the San Fernando Valley.

FISCAL IMPACT/SOURCE OF FUNDING:

Costs for Staff to prepare and execute the anticipated licensing agreements are included in the annual Community Development Department's budget. The agreement identifies the City as being responsible for long term trail maintenance once the improvements are complete.

REQUESTED ACTION:

That the City Council adopt Resolution No. 2016-1505 approving a Memorandum of Understanding (MOU) with Kilroy Corporation for trail access to Civic Center Park, and Staff authorization to execute related agreements.

ATTACHMENTS:

- A) Resolution No. 2016-1505
- B) Civic Center Park Phase I Concept Plans

**ITEM 8 EXHIBIT A
RESOLUTION NO. 2016-1505**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA APPROVING AN AGREEMENT BETWEEN THE CITY OF CALABASAS AND KILROY CORPORATION REGARDING TRAIL ACCESS TO CIVIC CENTER PARK AND AUTHORIZING STAFF TO NEGOTIATE AND SIGN RELATED AGREEMENTS.

WHEREAS, the City of Calabasas has received a grant from the State of California in the amount of \$90,050.00 to develop public access to the Civic Center Park; and

WHEREAS, the City of Calabasas desires to develop an access trail from Park Sorrento through open space owned by the Kilroy Corporation in order to access Phase I improvements for the Civic Center Park; and

WHEREAS, the City of Calabasas will maintain the trail once completed; and

WHEREAS, the City of Calabasas desires to accomplish these goals via a multi-phase process, starting with the City of Calabasas and Kilroy Corporation agreeing on a desired alignment, proceeding with construction of the access trail and permitting public use of the trail under a revocable easement and license agreement with Kilroy Corporation;

NOW, THEREFORE, the City Council of the City of Calabasas does hereby find, determine, order and resolve as follows:

SECTION 1. The City hereby commits to undertaking the required steps to complete the proposed project, consisting of the design and construction by the City, in consultation with Kilroy Corporation, of an approximately 3 foot wide, decomposed granite, access trail through Kilroy Corporation open space property, APN 2068030009, to the City's Civic Center property.

SECTION 2. The City agrees to enter into the proposed Agreement between City of Calabasas and Kilroy Corporation regarding the access trail attached to this

Resolution as Exhibit A. The City Council authorizes the City Manager to finalize and execute this agreement on behalf of the City.

SECTION 3. To accomplish this project, the City commits to negotiate in good faith with Kilroy Corporation as to the terms of an Agreement which will include a license providing access to the subject property to the City and its employees, contractors, and agents for design and construction purposes and will specify the liability and maintenance obligations of the parties during design and construction, and a revocable Easement and License Agreement, which will specify the permanent liability and maintenance obligations of the parties with regard to the access trail. The City Council authorizes the City Manager to negotiate and execute these agreements and any necessary related documents on behalf of the City.

SECTION 4. The City's Director of Community Development and Director of Public Works or their designees are hereby authorized and directed to work with Kilroy Corporation to accomplish the purposes of this Resolution.

SECTION 5. The City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 23rd day of March, 2016.

James. R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM

Maricela Hernandez, MMC
City Clerk

Scott H. Howard, City Attorney

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF CALABASAS
AND
KILROY REALTY CORPORATION
REGARDING
CIVIC CENTER PARK ACCESS TRAIL PHASE I**

This Agreement is made between KILROY REALTY CORPORATION, a California Corporation ("Kilroy") and the CITY OF CALABASAS, a Municipal Corporation formed under the laws of California ("City"), (collectively, "the parties"), this ___ day of _____, 2014 (the "Effective Date").

RECITALS

A. The City's adoption of a master plan for Civic Center Park establishes the goal of constructing a passive, native species park with improved pedestrian access to 21 acres of open space. The City also has the goal of restoring oak woodlands and introducing native flowering plant communities on the site.

B. The City has secured a grant in the amount of \$90,050 to develop Phase I of the park improvements, consisting of oak reforestation of the denuded north facing hillside, establishment of limited trails and a valley picnic viewing area;

C. The City must expend funds for the project no later than June 30th, 2016;

D. The City would like to construct an access trail over the Kilroy property to City property;

E. To accomplish this purpose, the City intends to, in collaboration with Kilroy, design a trail and secure an easement for use over the Kilroy property;

G. Once designed, the City intends to construct the trail, then survey and record the final easement location;

H. The parties intend that that the City will be responsible for maintenance, to include routine trash removal and weed removal and that the City will bear responsibility for maintaining the trail's integrity and availability for public use;

I. The parties intend to execute a further agreement to cover liability and maintenance obligations of the City with regard to the trail easement.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated into the operative provisions of this Agreement by reference and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Design and Construction Access Right-of-Entry. Kilroy grants a non-exclusive license to allow the City and its employees, contractors, and agents to enter the subject property to survey, design and construct an approximately 3 foot wide access trail in approximately the same location as exists an undeveloped trail from Park Sorrento northerly to the City property.

2. Construction. The City agrees to construct the trail on the subject property in general conformance with the concept design plan developed pursuant to Section 4 of this Agreement.

3. City to Bear Design and Construction Costs. The City will bear all costs of designing and constructing the trail. Kilroy acknowledges that the City will use grant funds to pay costs of the trail.

4. City to Collaborate in Developing Trail Design. The parties agree that the City will design the trail in collaboration with Kilroy. The trail will be made of decomposed granite, and resistant to erosion. The City will also work in close collaboration with Kilroy Corporation and inform them of the anticipated construction schedule and the construction work areas. The work will commence April 1, 2016 and be concluded by June 30, 2016.

6. Revocable Easement. Upon completion of the construction of the trail and upon completion of a survey of the trail, as built, by a licensed professional land surveyor, the City will execute and deliver to Kilroy a revocable trail easement agreement to be executed by both parties and recorded. The City Attorney must approve both documents as to form prior to recordation.

7. Liability and Maintenance Agreement to be Executed. Prior to recordation of the easement, the parties will execute a liability and maintenance agreement. The liability and maintenance agreement will provide that the City will have the responsibility for trail maintenance, including trash removal and weed removal. The liability and maintenance agreement will also provide that the City will indemnify Kilroy and be liable for any third-party claims arising out of City's design, construction, maintenance and public use of the trail, except for claims arising solely out of any actions by Kilroy or its officers, employees, or agents. The liability and maintenance agreement will also provide that the City bears the responsibility to preserve the trail's integrity as a public resource and will be responsible for repairs as needed, beyond

routine maintenance. The liability and maintenance agreement will further provide that the City is responsible for any utility costs, including irrigation, for the trail. Any other provisions may be added as negotiated and agreed to by the parties at the time the liability and maintenance agreement is drafted. Each party agrees to negotiate in good faith and to not unreasonably withhold consent to the terms of the liability and maintenance agreement proposed by the other party.

8. Term. This agreement commences on the Effective Date and terminates on the date of recordation of the easement granted by Kilroy to the City, unless extended by mutual agreement of the parties.

9. General Provisions.

9.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, delivered by overnight courier such as FedEx, Express Mail, DHL, etc. for next business day delivery, or sent by telecopy, and shall be deemed given upon the earlier of (i) if personally delivered, the business day of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of receipt or refusal to accept delivery as indicated on the return receipt, (iii) if given by telecopy, when received as evidenced by the confirmation report, provided it is received before 4:00 p.m. Pacific Time (if received later, the notice will be deemed received on the next business day), or (iv) if delivered by overnight courier, the next business day. Any notice, request, demand, direction or other communication sent by telecopy must be confirmed within forty-eight (48) hours by letter mailed or delivered in accordance with the foregoing.

To Kilroy Realty Corporation:

Telephone:

Facsimile:

With a copy to:

Telephone:

Facsimile:

To City:

City of Calabasas
Attn: Ms. Maureen Tamuri
100 Civic Center Way
Calabasas, CA 91302
Telephone: 818-224-1600
Facsimile: 818-225-7338

With a copy to:

Scott H. Howard, Esq.
Colantuono, Highsmith & Whatley, PC
300 South Grand Avenue
Suite 2700
Los Angeles, CA 90071
Telephone: 213-542-5722
Facsimile: 213-542-5710

Notice of change of address shall be given by written notice in the manner detailed in this Section 8.1. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

9.2. Amendments. This Agreement may be amended only by a writing signed by an authorized representative of each party.

9.3. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement. The remainder of this Agreement shall remain in effect as if this Agreement had been executed without the invalid part and, to that end, the paragraphs, subparagraphs, sentences, clauses and phrases of this Agreement are hereby declared to be severable.

9.4. Entire Agreement. This Agreement represents the entire agreement between the Parties and supersede all prior agreements and understandings, whether oral or written, between the Parties with respect to its subject matter. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically

incorporated herein, may be deemed in any way to exist or to bind either Party with respect to that subject matter. Each Party acknowledges for the benefit of the other that it has not executed this Agreement in reliance on any promise, representation or warranty not reflected in this Agreement.

9.5. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed among them, and that this Agreement reflects their mutual agreement. Because of the nature of the negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof based on the identity of the drafter, shall be applicable in interpreting or enforcing the Agreement.

9.6. Section Headings. Section headings in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

9.7. Governing Law; Venue. This Agreement shall be governed by California law and venue for any action under this Agreement shall lie in Los Angeles County, California.

9.8. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against which enforcement is sought.

9.9. Assistance of Counsel. Each Party warrants to the other as follows:

(1). That it had the assistance of counsel in the negotiation and execution of this Agreement; and

(2). That it actually authorized the execution of this Agreement in the manner required by law. To effectuate this Agreement, the Parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

9.10 Assignment. Kilroy may not assign this Agreement or the rights under it to a third party without the prior written consent of City. Upon any assignment approved in writing by City, the assignee shall have and assume all the rights and obligations of Kilroy hereunder and Kilroy shall then be relieved of or released from any of its obligations hereunder.

9.11 Counterparts. This Agreement or any amendment hereof may be executed in counterparts and all such executed counterparts shall constitute a single agreement, notwithstanding that all the parties hereto are not signatories to the same counterpart.

9.12 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, legal representatives and assigns.

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IN WITNESS WHEREOF, the parties have each executed this Agreement as of the dates indicated below.

CITY OF CALABASAS

Approved as to Form:

By: _____

By: _____

Name: _____

City Attorney

Its: _____

Date: _____

KILROY REALTY CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Date: _____

Date: _____

CIVIC CENTER PARK CONCEPT PLAN



Civic Center Park Trails
Approved Concept Diagram
Looking North from Park Granada



Secondary pathway(s)

Picnic area/overlook

Area of work

Primary pathway

Parkway Calabases

Park Granada

Civic Center Park Trails
Phase I Concept Diagram
Looking North from Park Granada



Picnic area/overlook

Secondary pathway(s)

Primary pathway

Civic Center Park Trails
Concept Site Plan
Looking North from Park Granada



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 10, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SCOTT H. HOWARD, COLANTUONO HIGHSMITH & WHATLEY, CITY ATTORNEY

SUBJECT: DISCUSSION AND INTRODUCTION OF ORDINANCE NO. 2016-334 AMENDING PROVISIONS OF THE CALABASAS MUNICIPAL CODE (CODE) RELATING TO A CALL FOR REVIEW BY CITY COUNCILMEMBERS

MEETING DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

That the City Council discuss options relating to the process known as "call for review" of matters which have been heard and decided by the Planning Commission and if desired, introduce Ordinance No. 2016-334 amending Sections 17.74.040 B and 2.28.080 C of the Calabasas Municipal Code to address an inconsistency in the Code and select an option to either; (a) eliminate the call for review; (b) authorize the call for review by one or two councilmembers; (c) require a majority vote to authorize a call for review (must be carefully "restrained" to avoid due process complications).

BACKGROUND:

In January 2016, it was discovered that there existed an inconsistency in the Municipal Code wherein under Section 2.28.080 C the Code permits a call for review from a decision of the Planning Commission by written request of two Councilmembers. Under Section 17.74.040 B, the Code provides that a call for

review of a decision of the Planning Commission may be initiated in writing by one Councilmember.

A review of the history of the two amendments reveal that Section 2.28.080 C was part of a larger comprehensive amendment to the Development Code (Title 17) in 2010. Section 2.28.080 C was added using the following language:

Calls for Review. As an additional safeguard to avoid results inconsistent with the purposes of this code, any order, requirement, decision, determination, interpretation or ruling of the planning commission may be called up for city council review upon written request of any two city councilmembers.

This language was added to the Code by Ordinance No. 2010-265. A review of Ordinance No. 2010-265 reveals underlining of this Section "C" indicating an addition. Ordinance No. 2010-265 was a comprehensive amendment of the Development Code and encompassed over 450 pages. The January 13, 2010, staff report has no mention of this proposed amendment. It does, however, reference a proposed amendment to Chapter 17.74 to "revise the Draft Code to allow only one member of the City Council to call an item for review, but leave the Planning Commission threshold at two members, as written."

Depending on the individual to whom one speaks, memories differ as to what might have triggered the amendment adding the call for review language to Section 2.28.080 of the Code. What is fairly clear is that this was not caused by a Code publishing error.

OTHER CITIES

Staff has researched and reached out to other cities to determine the prevalence of "calls for review" or other forms of "appeal" and the following reflects their findings:

Agoura Hills – An appeal may be brought by a single Councilmember.

Hidden Hills – No code authorization for call for review or appeal.

Westlake Village – No Planning Commission, therefore no call for review.

Simi Valley – Call for review authorized by code, requires minimum of two councilmembers.

Thousand Oaks – Councilmember is included in definition of aggrieved person for purposes of appeal. Majority of council can also "elect to review"

Malibu – Majority of council can appeal a decision of the city manager or Planning Commission.

Camarillo – Order to review requires majority vote of the council.

Burbank – A single councilmember may appeal, but is recused from hearing the matter.

Glendale – Aggrieved person is defined to include a councilmember thereby authorizing an appeal.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no financial impact resulting from this request.

REQUESTED ACTION:

That the City Council engage in discussion and, if desired introduce Ordinance No. 2016-334 amending Sections 17.74.040 and 2.28.080 C of the Calabasas Municipal Code, by selecting one of the options to address the process known as “call for review”.

ATTACHMENTS:

Two separate Ordinances with multiple options:

- A. Option (a) deletes council call for review.
- B. Option (b) includes variations on how many councilmembers can “call for review”

ITEM 9 ATTACHMENT A
OPTION (a)

ORDINANCE NO. 2016-334

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING SECTIONS 2.28.080, 17.74.020, 17.74.030, 17.74.040, 17.74.060 AND 17.74.080 DELETING THE CALL FOR REVIEW AS APPLIED TO THE CITY COUNCIL.

WHEREAS, The city council after due consideration has determined that appeals of decisions of the Planning Commission should not be initiated by members of the city council as the council and each member thereof should be neutral decision makers in quasi judicial matters.

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

SECTION 1. Amendment. Section 2.28.080 of the Calabasas Municipal Code is hereby amended to read as follows:

2.28.080 - Appeal from commission decision.

A. Commission decisions from which an appeal may be taken under this Code become final at five p.m. on the tenth business day after the decision unless, prior to that time, an appeal ~~or call for review by the city council~~ is filed in writing in the office of the city clerk, as provided for in this Chapter 2.28 and by Chapter 17.74. Nonappealable decisions are final when rendered.

B. Appeals. Appeals may be initiated by:

1. The applicant;
2. An owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or
3. An individual who or organization that presented written or oral testimony to the commission at a public hearing on the matter from which the appeal is taken.

C. ~~Call for Review. As an additional safeguard to avoid results inconsistent with the purposes of this Code, any order, requirement, decision, determination, interpretation or ruling of the planning commission may be called up for city council review upon the written request of any two (2) city councilmembers.~~

D. A timely appeal ~~or call for review~~ shall stay the decision and no permit may issue with respect to that decision until the city council has acted on the matter.

E. The fee for an appeal of a commission decision shall be established from time to time by city council resolution.

SECTION 2. Amendment. Section 17.74.020 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.020 - Subjects and jurisdiction.

Determinations and actions that may be appealed or called for review, and the authority to act upon an appeal or call for review shall be as follows:

A. Code Administration and Interpretation. The following actions of the director and department staff may be appealed to or called for review by the commission and then appealed to ~~or called for review by~~ the council:

1. Determinations of the meaning or applicability of the provisions of this development code that are believed to be in error, and cannot be resolved with staff;
2. Any determination pursuant to Government Code 65943 that a permit application or information submitted with the application is incomplete; and

B. Land Use Permit and Hearing Decisions. Decisions of the director on applications including zoning clearances, sign permits, administrative plan reviews, minor scenic corridor permits, lot line adjustments, and minor use permits may be appealed to, or called for review to the commission. ~~Decisions by the commission may be appealed to or called for review, the council.~~

C. Notwithstanding any provision in this chapter and in the remainder of [Title 17](#) of the Calabasas Municipal Code to the contrary, a determination of the director or department staff that a violation of the development code exists pursuant to [Section 17.80.020](#) is not appealable to the commission or to the council, nor is it subject to a call for review. When an action or application for a land use permit occurs in connection with the abatement of a violation of the development code, any appeal or call for review pursuant to subsections A or B above, shall not stay or otherwise affect the city's exercise of the remedies set forth in [Section 17.80.050](#).

SECTION 3. Amendment. Section 17.74.030 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.030 - General requirements.

A. Appeals.

1. Unless another provision of this development code specifies otherwise, for any order, requirement, decision, determination, interpretation or ruling described in subsection A. of Section 17.74.020, appeals may be initiated by (i) any person who sought a determination of the meaning or applicability of a provision of the development code; or (ii) any person who filed an application which city determines is incomplete pursuant to Government Code section 65943.
2. Unless another provision of this development code specifies otherwise, for decisions described in subsection B. of Section 17.74.020, appeals may be initiated by (i) the applicant; (ii) an owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or (iii) any person who, in person or through a representative explicitly identified as such, presented written or oral testimony to the director or commission at a public hearing for the subject approval.

B. Calls for Review. As an additional safeguard to avoid results inconsistent with the purposes of this Code, any order, requirement, decision, determination, interpretation or ruling of the director may be called up for commission review upon written request by two members of the commission. ~~and any order, requirement, decision, determination, interpretation or ruling of the commission may be called up for council review upon written request by one member of the council.~~

SECTION 4. Amendment. Section 17.74.040 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.040 - Form and content.

A. Filing of Appeals. A notice of appeal shall be in writing and shall be filed in duplicate in the office of the city clerk upon forms provided by the city. An appeal from any order, requirement, decision, determination, or interpretation by the commission or director in the administration of the provisions of this title must set forth specifically the error or abuse of discretion claimed by the appellant or how an application did meet or fail to meet, as the case may be, the standards of this title.

B. Initiation of a Call for Review. A call for review may be initiated by any two members of the commission ~~or one member of the council~~ and shall be filed in writing with the city clerk.

C. Effect on Decisions. Decisions that are appealed or called up for review shall not become effective until the appeal or review is resolved.

SECTION 5. Amendment. Section 17.74.060 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.060 - Time for filing.

- A. Appeals. Appeals shall be initiated within ten (10) business days after director or commission action.
- B. Calls for Review. Calls for review shall be initiated within ten (10) business days after director ~~or commission~~ action.

SECTION 6. Amendment. Section 17.74.080 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.080 - Procedures for appeals and calls for review.

- A. Scheduling. Within thirty (30) days after the director or commission action, the commission or council shall schedule the appeal or, ~~as applicable to the commission~~, call for review for hearing and decision and give notice of the date, time and place thereof to the applicant, the commission and the appellant, if any. Prior to the hearing, the director shall transmit to the city clerk a report of the findings of the director or commission and the director shall present at the hearing all exhibits, notices, petitions and other papers and documents on file with the commission. The hearing shall be held within sixty (60) days after the commission action.
- B. Public Hearing and Notice. An appeal or call for review shall be a public hearing if the decision being appealed or reviewed required a public hearing. Notice shall be given in the manner required for the decision being appealed or reviewed.
- C. Evidence. The hearing shall be de novo. At the hearing, the commission or council shall consider all pertinent material, including all documents constituting the administrative record.
- D. Hearing. At the hearing, any party or person may appear in person or by agent or attorney to provide testimony.
- D. Required Findings, Decision and Notice. Following an appeal ~~or as applicable to the commission~~, a review hearing, the commission may remand the matter to the director for further consideration or may affirm (in whole or in part), modify, or reverse the decision appealed or reviewed or the council may remand the matter to the commission for further consideration or may affirm (in whole or in part), modify, or reverse the decision appealed ~~or reviewed~~. If the commission does not remand the matter to the director or the city council does not remand the matter to the commission, it shall make the findings prescribed by this Code for the matter in

issue. The commission or council decision shall be made within thirty (30) days of the hearing date. The city clerk shall mail notice of the commission or council decision to the applicant and to the appellant, if any, within five working days after the date of the decision. When the commission or council acts on an appeal by denying an application it may do so with or without prejudice to a new filing of a substantially similar project sooner than would be permitted by [Section 17.60.080](#) of this Title.

SECTION 7. California Environmental Quality Act

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during public comment on the matter, and hereby determines that that this ordinance is exempt from the California Environmental Quality Act review under Title 14, section 15061(b)(3) as there is no potential for causing a significant effect on the environment . Furthermore, this ordinance will not cause a direct or indirect physical change to the environment and is therefore exempt pursuant to Title 14, Section 15378(b)(2) and (3) of the California Code of Regulations.

SECTION 8. Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 9. Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 10. Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this day of , 2016.

James R. Bozajian, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

ITEM 9 ATTACHMENT B
OPTION (b)

ORDINANCE NO. 2016-334

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA AMENDING SECTIONS 2.28.080, 17.74.030, AND 17.74.040, TO ADDRESS THE CALL FOR REVIEW AS APPLIED TO THE CITY COUNCIL.

THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Section 2.28.080 of the Calabasas Municipal Code is hereby amended to read as follows:

2.28.080 - Appeal from commission decision.

A. Commission decisions from which an appeal may be taken under this Code become final at five p.m. on the tenth business day after the decision unless, prior to that time, an appeal or call for review by the city council is filed in writing in the office of the city clerk, as provided for in this [Chapter 2.28](#) and by [Chapter 17.74](#). Nonappealable decisions are final when rendered.

B. Appeals. Appeals may be initiated by:

1. The applicant;
2. An owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or
3. An individual who or organization that presented written or oral testimony to the commission at a public hearing on the matter from which the appeal is taken.

C. Call for Review. As an additional safeguard to avoid results inconsistent with the purposes of this Code, any order, requirement, decision, determination, interpretation or ruling of the planning commission may be called up for city council review upon the written request of **(one member of the city council) (any two (2) members of the city council) (the vote of a majority of councilmembers)**

D. A timely appeal or call for review shall stay the decision and no permit may issue with respect to that decision until the city council has acted on the matter.

E. The fee for an appeal of a commission decision shall be established from time to time by city council resolution.

SECTION 2. Amendment. Section 17.74.030 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.030 - General requirements.

A. Appeals.

1. Unless another provision of this development code specifies otherwise, for any order, requirement, decision, determination, interpretation or ruling described in subsection A. of [Section 17.74.020](#), appeals may be initiated by (i) any person who sought a determination of the meaning or applicability of a provision of the development code; or (ii) any person who filed an application which city determines is incomplete pursuant to Government Code section 65943.
2. Unless another provision of this development code specifies otherwise, for decisions described in subsection B. of [Section 17.74.020](#), appeals may be initiated by (i) the applicant; (ii) an owner of real property, any part of which is located within five hundred (500) feet of the external boundaries of the subject property; or (iii) any person who, in person or through a representative explicitly identified as such, presented written or oral testimony to the director or commission at a public hearing for the subject approval.

B. Calls for Review. As an additional safeguard to avoid results inconsistent with the purposes of this Code, any order, requirement, decision, determination, interpretation or ruling of the director may be called up for commission review upon written request by two members of the commission and any order, requirement, decision, determination, interpretation or ruling of the commission may be called up for council review upon written request by (one member) (any two (2) members) of the council, or (by vote of a majority of councilmembers).

SECTION 3. Amendment. Section 17.74.040 of the Calabasas Municipal Code is hereby amended to read as follows:

17.74.040 - Form and content.

A. Filing of Appeals. A notice of appeal shall be in writing and shall be filed in duplicate in the office of the city clerk upon forms provided by the city. An appeal from any order, requirement, decision, determination, or interpretation by the commission or director in the administration of the provisions of this title must set forth specifically the error or abuse of discretion claimed by the appellant or how an application did meet or fail to meet, as the case may be, the standards of this title.

B. Initiation of a Call for Review. A call for review may be initiated by any two members of the commission or (one member of the city council) (any two (2)

members of the city council) (the vote of a majority of councilmembers) of the council and shall be filed in writing with the city clerk.

C. Effect on Decisions. Decisions that are appealed or called up for review shall not become effective until the appeal or review is resolved.

SECTION 4. California Environmental Quality Act

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during public comment on the matter, and hereby determines that that this ordinance is exempt from the California Environmental Quality Act review under Title 14, section 15061(b)(3) as there is no potential for causing a significant effect on the environment . Furthermore, this ordinance will not cause a direct or indirect physical change to the environment and is therefore exempt pursuant to Title 14, Section 15378(b)(2) and (3) of the California Code of Regulations.

SECTION 5. Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 6. Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 7. Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this day of , 2016.

James R. Bozajian, Mayor

ATTEST:

APPROVED AS TO FORM:

Maricela Hernandez, MMC
City Clerk

Scott H. Howard, City Attorney



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MARCH 14, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY CORORALLES, CITY MANAGER

SUBJECT: INTRODUCTION OF ORDINANCE 2016-335 AMENDING CHAPTER 8.13 TO THE CALABASAS MUNICIPAL CODE AUTHORIZING QUALIFIED PATIENTS TO CULTIVATE LIMITED AMOUNTS OF MEDICAL MARIJUANA AS PRESCRIBED.

MEETING
DATE: MARCH 23, 2016

SUMMARY RECOMMENDATION:

That the City Council introduce Ordinance No. 2016-335 amending Chapter 8.13 to the Calabasas Municipal Code to permit qualified patients to cultivate limited amounts of medical marijuana as prescribed by their physicians.

BACKGROUND:

On October 9, 2015, Governor Brown approved the Medical Marijuana Regulation and Safety Act (MMRSA), which went into effect on January 1, 2016. It establishes a comprehensive State licensing and regulatory framework for the cultivation, manufacture, transportation, storage, distribution, and sale of medical marijuana through Assembly Bills 243 and 266 and Senate Bill 643. Under the legislation, the City retains the authority to regulate cultivation of medical marijuana.

On January 27, 2016 the City Council approved Ordinance No. 2016-332 prohibiting all marijuana cultivation, delivery, and dispensaries in the City. At that time, the Council requested development of a proposed amendment to the

ordinance that would allow limited personal use cultivation of medical marijuana by qualified patients and their primary caregivers.

This proposed ordinance implements this direction and authorizes a qualified patient or his or her primary caregiver, consistent with a physician's recommendation, to cultivate medical marijuana for personal use in an area limited to 50% or less, or 25 contiguous square feet, whichever is less, of the non-living area of a residential, non-commercial property (e.g., the garage).

The amount and type of space authorized for personal use cultivation is ultimately a decision for the City Council. Other California cities have not adopted a space limitation, or have limited the available cultivation space to contiguous areas ranging from 25 to 100 square feet.

This ordinance also specifies that personal use cultivation may not: (1) displace any space used for required on-site parking, (2) utilize lighting that exceeds 1,200 watts, (3) utilize an electric generator, or (4) utilize gas products including carbon dioxide, butane, or flammable gas. In addition, the personal use cultivation must be conducted within a fully enclosed and secure structure which does not permit visual or olfactory evidence of cultivation from the public right of way. These requirements will ensure that qualified patients and caregivers are able to cultivate needed medical marijuana while limited adverse impacts to adjacent residents.

FISCAL IMPACT/SOURCE OF FUNDING:

There is no financial impact resulting from this request.

REQUESTED ACTION:

That the City Council introduce Ordinance No. 2016-335 amending Chapter 8.13 to the Calabasas Municipal Code authorizing qualified patients to cultivate limited amounts of medical marijuana as prescribed.

ATTACHMENTS:

- A. Ordinance No. 2016-335
- B. Ordinance No. 2016-335 underlined/stricken.

**ITEM 10 ATTACHMENT A
ORDINANCE NO. 2016-335**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
CLABASAS, CALIFORNIA AUTHORIZING QUALIFIED PATIENTS
TO CULTIVATE LIMITED AMOUNTS OF MEDICAL MARIJUANA
AS PRESCRIBED.**

THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS FOLLOWS:

SECTION 1. Amendment. Chapter 8.13 of Title 8 of the Calabasas Municipal Code is hereby amended to read as follows:

Chapter 8.13 Marijuana Cultivation and Dispensaries

Section 8.13.01 Marijuana Cultivation and Dispensaries

A. Definitions:

“Delivery” means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of marijuana, marijuana edibles, or any marijuana products to or from any location within the City. For purposes of this Chapter, “delivery” shall not include the transportation of marijuana by a primary caregiver to a qualified patient consistent with a physician recommendation for use of medical marijuana.

“Marijuana” is defined as that term is defined in California Health & Safety Code section 11018 as that section may be amended from time to time.

“Marijuana Cultivation” or “Cultivation” means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business or operational activities.

“Primary Caregiver” is defined as that term is defined in California Health and Safety Code section 11362.7, subdivision (d), as that section may be amended from time to time.

“Qualified Patient” means a seriously ill person who obtains a written recommendation from a physician licensed to practice medicine in the State of California to use marijuana for personal medical purposes. In addition, persons currently under the care of a physician for a “serious medical condition” as that term is defined in California Health and Safety Code section 11362.7, subdivision (h), are presumed to be “qualified patients.”

B. The following activities are prohibited and may not be conducted anywhere in the City:

1. Marijuana cultivation.
2. Marijuana dispensaries or any other facility or activity which involves the manufacture, cultivation, or distribution of drugs or other substances which it is illegal to distribute or possess under state or federal law.
3. Delivery within the City of marijuana or any substance which is illegal under either state or federal law is prohibited, regardless of any license a dispensary or person may possess to deliver or dispense marijuana outside of the City.

C. The prohibition of marijuana cultivation contained in subsection (B)(1) of this Section shall not prevent cultivation of marijuana for personal use by a qualified patient, consistent with a physician's recommendation, and conducted by the qualified patient or his or her primary caregiver in accordance with this subsection.

1. The personal use cultivation shall be limited to fifty percent (50%) or less or twenty-five (25) contiguous square feet, whichever is less, of the non-living area (e.g., garage) of a residential, non-commercial property.
2. The personal use cultivation:
 - a. Shall not displace any space used for required on-site parking.
 - b. Shall not utilize lighting that exceeds 1,200 watts.
 - c. Shall not utilize an electric generator.
 - d. Shall not utilize gas products including, but not limited to, carbon dioxide, butane, or flammable gas.
 - e. Shall be conducted within a fully enclosed and secure structure which does not permit visual or olfactory evidence of cultivation detectable from the public right of way.

D. This section is to be read in conjunction with section 17.12.125 of this Code.

E. No conduct which is protected from criminal liability pursuant to the Compassionate Use Act (Health & Safety Code, § 11362.5) and the Medical Marijuana Program Act (Health & Safety Code, §§ 11362.7 through 11362.83) shall be made criminal by this code. Conduct or uses which violate the requirements of this Section are a nuisance, and shall be subject to non-criminal remedies, including, but not limited to, administrative citations and abatement.

SECTION 2. California Environmental Quality Act:

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that that the text amendments will protect the environment by reducing the amount of energy used to cultivate marijuana, and will prevent the use of fertilizers and pesticides in outdoor cultivation of marijuana. This ordinance is therefore exempt from California Environmental Quality Act review under Title 14, section 15308. Furthermore, this ordinance will not have a significant effect on the environment and is therefore exempt pursuant to Title 14, Section 15061 (b)(3) of the California Code of Regulations.

SECTION 3. Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 5. Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2016.

James R. Bozajian, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

**ITEM 10 ATTACHMENT B
ORDINANCE NO. 2016-335**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF CLABASAS, CALIFORNIA AUTHORIZING QUALIFIED
PATIENTS TO CULTIVATE LIMITED AMOUNTS OF
MEDICAL MARIJUANA AS PRESCRIBED.**

**THE CITY COUNCIL OF THE CITY OF CALABASAS DOES ORDAIN AS
FOLLOWS:**

SECTION 1. Amendment. Chapter 8.13 of Title 8 of the Calabasas Municipal Code is hereby amended to read as follows, with additions shown in underline and deletions shown in ~~strike-through~~:

Chapter 8.13 Marijuana Cultivation and Dispensaries

Section 8.13.01 Marijuana Cultivation and Dispensaries

A. Definitions:

“Delivery” means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilitate the commercial delivery, transfer or transport of marijuana, marijuana edibles, or any marijuana products to or from any location within the City. For purposes of this Chapter, “delivery” shall not include the transportation of marijuana by a primary caregiver to a qualified patient consistent with a physician recommendation for use of medical marijuana.

“Marijuana” is defined as that term is defined in California Health & Safety Code section 11018 as that section may be amended from time to time.

“Marijuana Cultivation” or “Cultivation” means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business or operational activities.

“Primary Caregiver” is defined as that term is defined in California Health and Safety Code section 11362.7, subdivision (d), as that section may be amended from time to time.

“Qualified Patient” means a seriously ill person who obtains a written recommendation from a physician licensed to practice medicine in the State of California to use marijuana for personal medical purposes. In addition,

persons currently under the care of a physician for a “serious medical condition” as that term is defined in California Health and Safety Code section 11362.7, subdivision (h), are presumed to be “qualified patients.”

B. The following activities are prohibited and may not be conducted anywhere in the City:

1. Marijuana cultivation.
2. Marijuana dispensaries or any other facility or activity which involves the manufacture, cultivation, or distribution of drugs or other substances which it is illegal to distribute or possess under state or federal law.
3. Delivery within the City of marijuana or any substance which is illegal under either state or federal law is prohibited, regardless of any license a dispensary or person may possess to deliver or dispense marijuana outside of the City.

C. The prohibition of marijuana cultivation contained in subsection (B)(1) of this Section shall not prevent cultivation of marijuana for personal use by a qualified patient, consistent with a physician’s recommendation, and conducted by the qualified patient or his or her primary caregiver in accordance with this subsection.

1. The personal use cultivation shall be limited to fifty percent (50%) or less or twenty-five (25) contiguous square feet, whichever is less, of the non-living area (e.g., garage) of a residential, non-commercial property.
2. The personal use cultivation:
 - a. Shall not displace any space used for required on-site parking.
 - b. Shall not utilize lighting that exceeds 1,200 watts.
 - c. Shall not utilize an electric generator.
 - d. Shall not utilize gas products including, but not limited to, carbon dioxide, butane, or flammable gas.
 - e. Shall be conducted within a fully enclosed and secure structure which does not permit visual or olfactory

evidence of cultivation detectable from the public right of way.

D. This section is to be read in conjunction with section 17.12.125 of this Code.

E. No conduct which is protected from criminal liability pursuant to the Compassionate Use Act (Health & Safety Code, § 11362.5) and the Medical Marijuana Program Act (Health & Safety Code, §§ 11362.7 through 11362.83) shall be made criminal by this code. Conduct or uses which violate the requirements of this Section are a nuisance, and shall be subject to non-criminal remedies, including, but not limited to, administrative citations and abatement.

SECTION 2. California Environmental Quality Act:

The City Council has considered all of the evidence in the record, including the staff reports, the testimony received during the public hearing on the matter held by the City Council, and hereby determines that that the text amendments will protect the environment by reducing the amount of energy used to cultivate marijuana, and will prevent the use of fertilizers and pesticides in outdoor cultivation of marijuana. This ordinance is therefore exempt from California Environmental Quality Act review under Title 14, section 15308. Furthermore, this ordinance will not have a significant effect on the environment and is therefore exempt pursuant to Title 14, Section 15061 (b)(3) of the California Code of Regulations.

SECTION 3. Severability Clause:

Should any section, clause, or provision of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole, or parts thereof, other than the part so declared to be invalid.

SECTION 4. Effective Date:

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937 and shall supersede any conflicting provision of any City of Calabasas ordinance.

SECTION 5. Certification:

The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this 13th day of April, 2016.

James R. Bozajian, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney



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Bank: BANK OF AMERICA - OPERATING
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
94378	3/2/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	45.00	Administrative Services
Total Amount for 1 Line Item(s) from Administrative Services				\$45.00	
City Council					
94382	3/2/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.34	City Council
94393	3/9/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	40.00	City Council
94393	3/9/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	40.00	City Council
94393	3/9/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	40.00	City Council
94393	3/9/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	40.00	City Council
Total Amount for 5 Line Item(s) from City Council				\$323.34	
City Management					
94393	3/9/2016	CALABASAS CHAMBER OF COMMERCE	MAYORAL LUNCHEON	40.00	City Management
Total Amount for 1 Line Item(s) from City Management				\$40.00	
Civic Center O&M					
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,875.16	Civic Center O&M
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,500.14	Civic Center O&M
94338	3/2/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	2,690.50	Civic Center O&M
94423	3/9/2016	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	2,483.22	Civic Center O&M
94338	3/2/2016	HAYNES BUILDING SERVICES, LLC	JANITORIAL SERVICES	1,768.41	Civic Center O&M
94350	3/2/2016	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	1,255.61	Civic Center O&M
94399	3/9/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	649.40	Civic Center O&M
94451	3/9/2016	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	625.00	Civic Center O&M
94423	3/9/2016	LEDDY POWER SYSTEMS, INC.	GENERATOR REPAIRS	566.40	Civic Center O&M
94399	3/9/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
94399	3/9/2016	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
94422	3/9/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	458.28	Civic Center O&M
94422	3/9/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	458.28	Civic Center O&M
94387	3/9/2016	AM PM DOOR INC	DOOR REPAIRS	450.00	Civic Center O&M
94456	3/9/2016	WOOD GRAPHICS UNLIMITED INC.	KIOSK REPAIR	135.00	Civic Center O&M
94442	3/9/2016	SOUTH COAST A.Q.M.D	REFRIGERANT REGISTRATION FEE	66.36	Civic Center O&M
94442	3/9/2016	SOUTH COAST A.Q.M.D	REFRIGERANT REGISTRATION FEE	66.36	Civic Center O&M





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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94422	3/9/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.75	Civic Center O&M
94422	3/9/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	3.75	Civic Center O&M
Total Amount for 19 Line Item(s) from Civic Center O&M				\$22,172.62	

Community Development

94427	3/9/2016	M6 CONSULTING, INC.	PLAN CHECK SERVICES	32,847.38	Community Development
94427	3/9/2016	M6 CONSULTING, INC.	INSPECTION SERVICES	16,875.00	Community Development
94364	3/2/2016	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	5,575.00	Community Development
94327	3/2/2016	CYBERCOPY	COPY/PRINTING SERVICE	2,242.05	Community Development
94329	3/2/2016	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	1,790.25	Community Development
94364	3/2/2016	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	1,441.25	Community Development
94331	3/2/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	534.75	Community Development
94382	3/2/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	337.71	Community Development
94408	3/9/2016	ENVIRONMENTAL SCIENCE	ENVIRONMENTAL CONSULTING	310.00	Community Development
94413	3/9/2016	HENDERSON/LYN//	R.A.P.- MAR 2016	201.00	Community Development
94447	3/9/2016	VALLEY NEWS GROUP	LEGAL ADVERTISING	135.00	Community Development
94420	3/9/2016	L.A. CO. ASSESSOR	MAPS AND POSTAGE	5.81	Community Development
Total Amount for 12 Line Item(s) from Community Development				\$62,295.20	

Community Services

94316	3/2/2016	AMERICAN TROPHIES AND AWARDS	B-BALL TROPHIES	5,123.27	Community Services
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,130.18	Community Services
94425	3/9/2016	LITTLE LEARNERS LLC	RECREATION INSTRUCTOR	2,365.77	Community Services
94401	3/9/2016	COMMAND PERFORMANCE CATERING	CATERING- SAVVY SENIOR	2,226.60	Community Services
94410	3/9/2016	GARCETTI/GIL//	SENIOR PROGRAM- SPEAKER SRS	1,500.00	Community Services
94349	3/2/2016	LAS VIRGENES UNIFIED SCHOOL	FACILITY RENTAL	1,140.00	Community Services
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,068.63	Community Services
94381	3/2/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	889.54	Community Services
94428	3/9/2016	MAGICAL MUSICAL MOMENTS	RECREATION INSTRUCTOR	880.25	Community Services
94441	3/9/2016	SECURAL SECURITY CORP	SECURITY- FOUNDERS HALL	681.12	Community Services
94332	3/2/2016	FEDER/LINDA J.//	RECREATION INSTRUCTOR	472.50	Community Services
94454	3/9/2016	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	444.28	Community Services
94431	3/9/2016	MORICK/LAUREEN//	REIMB TRAVEL EXP-ART FEST	428.36	Community Services
94353	3/2/2016	MEKJIAN/HENRY//	BASKETBALL OFFICIAL	420.00	Community Services
94315	3/2/2016	ALLEN/HARVEY//	BASKETBALL OFFICIAL	360.00	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94367	3/2/2016	RUBIN/RONNIE//	BASKETBALL OFFICIAL	297.00	Community Services
94392	3/9/2016	BENDAVID/MIKE//	RECREATION INSTRUCTOR	273.00	Community Services
94313	3/2/2016	ALAN-LEE/CRAIG//	BASKETBALL OFFICIAL	270.00	Community Services
94355	3/2/2016	MONTGOMERY/MICHAEL//	BASKETBALL OFFICIAL	270.00	Community Services
94317	3/2/2016	AT&T	TELEPHONE SERVICE	263.63	Community Services
94390	3/9/2016	BARKAN/ARCHIE//	RECREATION INSTRUCTOR	221.66	Community Services
94324	3/2/2016	COHEN/SHELDON//	RECREATION INSTRUCTOR	210.00	Community Services
94373	3/2/2016	TEMPLE/BRET//	BASKETBALL OFFICIAL	210.00	Community Services
94333	3/2/2016	FISHMAN/MICHAEL//	BASKETBALL OFFICIAL	180.00	Community Services
94407	3/9/2016	DR. MILSTEIN EDUCATION	RECREATION INSTRUCTOR	168.00	Community Services
94311	3/2/2016	A RENTAL CONNECTION	EQUIPMENT RENTAL - SENIOR	164.14	Community Services
94341	3/2/2016	ISRAEL/BOB//	BASKETBALL OFFICIAL	162.00	Community Services
94343	3/2/2016	KELLER/MICHAEL//	BASKETBALL OFFICIAL	160.00	Community Services
94388	3/9/2016	ANAYA/FELIPE//	REIMB MILEAGE - JAN-FEB 16	157.46	Community Services
94351	3/2/2016	LIPTON/JEREMY//	BASKETBALL OFFICIAL	150.00	Community Services
94365	3/2/2016	RIVKIN/MIKE//	BASKETBALL OFFICIAL	150.00	Community Services
94342	3/2/2016	LBK ART WEAR	RECREATION INSTRUCTOR	140.00	Community Services
94368	3/2/2016	SECURAL SECURITY CORP	SECURITY- SPEAKER SRS	127.71	Community Services
94371	3/2/2016	SUMILANG/MICHAEL//	BASKETBALL OFFICIAL	120.00	Community Services
94377	3/2/2016	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	95.52	Community Services
94344	3/2/2016	KOPSTEIN/STEVE//	BASKETBALL OFFICIAL	90.00	Community Services
94334	3/2/2016	GADBURY/KEITH//	BASKETBALL OFFICIAL	90.00	Community Services
94363	3/2/2016	RICCIO/JOE//	BASKETBALL OFFICIAL	90.00	Community Services
94339	3/2/2016	HINES/LEO//	BASKETBALL OFFICIAL	90.00	Community Services
94372	3/2/2016	TEMME/ROBERT//	BASKETBALL OFFICIAL	90.00	Community Services
94389	3/9/2016	AT&T	TELEPHONE SERVICE	72.35	Community Services
94445	3/9/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
Total Amount for 42 Line Item(s) from Community Services				\$25,465.47	
Finance					
94386	3/9/2016	ADP, INC	PAYROLL PROCESSING	3,267.16	Finance
94386	3/9/2016	ADP, INC	PAYROLL PROCESSING	1,889.75	Finance
94356	3/2/2016	MOSS, LEVY & HARTZHEIM	AUDIT WORK TO DATE FY 14/15	1,328.00	Finance
Total Amount for 3 Line Item(s) from Finance				\$6,484.91	



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Klubhouse Preschool					
94389	3/9/2016	AT&T	TELEPHONE SERVICE	168.82	Klubhouse Preschool
94440	3/9/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	146.40	Klubhouse Preschool
94440	3/9/2016	ROSATI FARMS	MILK/YOGURT DELIVERY	71.40	Klubhouse Preschool
94445	3/9/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
Total Amount for 4 Line Item(s) from Klubhouse Preschool				\$439.12	
Library					
94362	3/2/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	5,250.00	Library
94362	3/2/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	4,764.32	Library
94362	3/2/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,500.00	Library
94362	3/2/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	1,200.00	Library
94409	3/9/2016	GALE CENGAGE LEARNING	E-BOOKS	1,000.00	Library
94310	3/2/2016	3M	E-BOOKS	810.43	Library
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	704.69	Library
94359	3/2/2016	OCLC, INC.	MEMBERSHIP DUES- JAN 2016	662.63	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	434.41	Library
94395	3/9/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- SJN11213	405.97	Library
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	394.07	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	382.87	Library
94362	3/2/2016	RECORDED BOOKS, LLC	BOOKS ON CD	375.40	Library
94335	3/2/2016	GALE CENGAGE LEARNING	E-BOOKS	300.00	Library
94374	3/2/2016	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
94335	3/2/2016	GALE CENGAGE LEARNING	E-BOOKS	287.76	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	267.52	Library
94330	3/2/2016	DEMCO, INC.	LIBRARY SUPPLIES	252.40	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	237.42	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	189.86	Library
94384	3/2/2016	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	180.00	Library
94362	3/2/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	174.32	Library
94317	3/2/2016	AT&T	TELEPHONE SERVICE	169.95	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	152.50	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	139.18	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	138.03	Library
94382	3/2/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	132.49	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	126.53	Library



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94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	120.97	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	86.54	Library
94362	3/2/2016	RECORDED BOOKS, LLC	BOOKS ON CD	76.41	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	62.69	Library
94354	3/2/2016	MIDWEST TAPE	DVD'S-LIBRARY	57.44	Library
94354	3/2/2016	MIDWEST TAPE	DVD'S-LIBRARY	55.25	Library
94382	3/2/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	55.11	Library
94382	3/2/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	49.66	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	46.95	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	41.86	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	39.07	Library
94322	3/2/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- FTG80700	38.10	Library
94354	3/2/2016	MIDWEST TAPE	DVD'S-LIBRARY	28.72	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	28.10	Library
94321	3/2/2016	BAKER & TAYLOR	BOOKS-LIBRARY	25.37	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.57	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.51	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.27	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.81	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.71	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.57	Library
94340	3/2/2016	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	18.11	Library
94362	3/2/2016	RECORDED BOOKS, LLC	E- AUDIO BOOKS	12.53	Library
Total Amount for 51 Line Item(s) from Library				\$21,897.07	

LMD #22

94381	3/2/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,845.06	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,734.00	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,850.00	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,534.00	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,423.00	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	731.25	LMD #22
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	695.72	LMD #22
94319	3/2/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	560.00	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
94319	3/2/2016	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	533.00	LMD #22



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94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	453.18	LMD #22
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	348.01	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	294.00	LMD #22
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	280.00	LMD #22
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	275.99	LMD #22
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	248.56	LMD #22
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	245.79	LMD #22
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	143.79	LMD #22
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	114.80	LMD #22
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	80.24	LMD #22
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.88	LMD #22
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	71.11	LMD #22
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.15	LMD #22
Total Amount for 23 Line Item(s) from LMD #22				\$28,134.53	
<u>LMD #24</u>					
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,869.43	LMD #24
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,000.00	LMD #24
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	859.00	LMD #24
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	659.00	LMD #24
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	400.00	LMD #24
94448	3/9/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	180.00	LMD #24
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	129.88	LMD #24
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	8.20	LMD #24
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	5.08	LMD #24
Total Amount for 9 Line Item(s) from LMD #24				\$8,110.59	
<u>LMD #27</u>					
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,115.76	LMD #27
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	300.00	LMD #27
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	29.47	LMD #27
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.69	LMD #27
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	2.05	LMD #27
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	1.27	LMD #27



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Total Amount for 6 Line Item(s) from LMD #27				\$1,475.24	
<u>LMD #32</u>					
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,844.73	LMD #32
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.43	LMD #32
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	2.05	LMD #32
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	1.27	LMD #32
Total Amount for 4 Line Item(s) from LMD #32				\$1,874.48	
<u>LMD 22 - Common Benefit Area</u>					
94429	3/9/2016	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,730.00	LMD 22 - Common Benefit Area
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,900.00	LMD 22 - Common Benefit Area
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,562.66	LMD 22 - Common Benefit Area
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	575.39	LMD 22 - Common Benefit Area
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	374.11	LMD 22 - Common Benefit Area
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	195.14	LMD 22 - Common Benefit Area
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	77.90	LMD 22 - Common Benefit Area
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	48.25	LMD 22 - Common Benefit Area
Total Amount for 8 Line Item(s) from LMD 22 - Common Benefit Area				\$17,463.45	
<u>Media Operations</u>					
94369	3/2/2016	SHI INTERNATIONAL CORP	SONICWALL SOFTWARE	2,021.43	Media Operations
94358	3/2/2016	NOTIONIST	CITY NEWSLETTER- SPRING 2016	2,000.00	Media Operations
94389	3/9/2016	AT&T	TELEPHONE SERVICE	1,249.25	Media Operations
94432	3/9/2016	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	945.00	Media Operations
94411	3/9/2016	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations
94357	3/2/2016	NATOA	ANNUAL MEMBERSHIP DUES 2016	550.00	Media Operations
94430	3/9/2016	MEGAPATH CLOUD COMPANY	DSL SERVICE	443.65	Media Operations
94374	3/2/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	375.00	Media Operations
94374	3/2/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	269.48	Media Operations
94452	3/9/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	143.57	Media Operations
94374	3/2/2016	TIME WARNER CABLE	CABLE MODEM- CITY HALL	98.24	Media Operations
94376	3/2/2016	TRIBUNE MEDIA SERVICES, LLC	CTV GUIDE LISTING	94.06	Media Operations
94318	3/2/2016	AT&T MOBILITY	TELEPHONE SERVICE	46.51	Media Operations



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Total Amount for 13 Line Item(s) from Media Operations				\$8,986.19	
<u>Non-Departmental</u>					
94361	3/2/2016	READYREFRESH BY NESTLE	WATER SERVICE	344.12	Non-Departmental
94404	3/9/2016	CR PRINT	SPEAKER CARDS	175.49	Non-Departmental
94395	3/9/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- MNC09173	24.14	Non-Departmental
94395	3/9/2016	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	13.23	Non-Departmental
Total Amount for 4 Line Item(s) from Non-Departmental				\$556.98	
<u>Payroll</u>					
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	8,703.00	Payroll
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	4,421.28	Payroll
Total Amount for 2 Line Item(s) from Payroll				\$13,124.28	
<u>Police / Fire / Safety</u>					
94347	3/2/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,953.65	Police / Fire / Safety
94346	3/2/2016	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- JAN 2016	1,927.20	Police / Fire / Safety
94347	3/2/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,448.55	Police / Fire / Safety
94347	3/2/2016	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	804.75	Police / Fire / Safety
94345	3/2/2016	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	609.73	Police / Fire / Safety
94419	3/9/2016	KUSTOM SIGNALS, INC.	LASER EQUIPMENT REPAIRS	109.57	Police / Fire / Safety
Total Amount for 6 Line Item(s) from Police / Fire / Safety				\$7,853.45	
<u>Public Safety & Emergency Preparedness</u>					
94437	3/9/2016	PHOTO-SCAN OF LOS ANGELES, INC	SECURITY SOFTWARE	690.00	Public Safety & Emergency Preparedness
94421	3/9/2016	LARSON/DEBBIE//	REIMBURSE CERT MEETING	68.92	Public Safety & Emergency Preparedness
Total Amount for 2 Line Item(s) from Public Safety & Emergency Preparedness				\$758.92	
<u>Public Works</u>					
94394	3/9/2016	CALIFORNIA GREEN CONSULTING	CATCH BASIN SCREEN GRANT	17,520.00	Public Works
94381	3/2/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,765.14	Public Works



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94439	3/9/2016	QUESTA ENGINEERING CORP.	LV CREEK RESTORATION PROJ	10,940.75	Public Works
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,486.61	Public Works
94364	3/2/2016	RINCON CONSULTANTS INC	GREENHOUSE GAS REPORTING	6,700.00	Public Works
94434	3/9/2016	PAVEMENT ENGINEERING INC	ANNUAL STREET OVERLAY PROJECT	4,987.50	Public Works
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	2,891.00	Public Works
94380	3/2/2016	VARELA/ADRIAN//	INSPECTION SERVICES	1,440.00	Public Works
94455	3/9/2016	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,276.25	Public Works
94448	3/9/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,190.71	Public Works
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,172.33	Public Works
94326	3/2/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	851.64	Public Works
94360	3/2/2016	OLNEY/JAMES//	CONSULTING SERVICES	630.00	Public Works
94360	3/2/2016	OLNEY/JAMES//	CONSULTING SERVICES	600.00	Public Works
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	589.29	Public Works
94448	3/9/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	586.00	Public Works
94424	3/9/2016	LEMUS/ALBA//	CONSULTING SERVICES	560.00	Public Works
94360	3/2/2016	OLNEY/JAMES//	CONSULTING SERVICES	540.00	Public Works
94360	3/2/2016	OLNEY/JAMES//	CONSULTING SERVICES	540.00	Public Works
94424	3/9/2016	LEMUS/ALBA//	CONSULTING SERVICES	540.00	Public Works
94348	3/2/2016	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	470.67	Public Works
94406	3/9/2016	DAVEY RESOURCE GROUP	TREEKEEPER LICENSE	366.66	Public Works
94379	3/2/2016	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	305.00	Public Works
94328	3/2/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	300.00	Public Works
94405	3/9/2016	DANOUS/ANOEIL//	CONSULTING SERVICES	300.00	Public Works
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	196.31	Public Works
94337	3/2/2016	HANBAL/MAHER//	CONSULTING SERVICES	160.00	Public Works
94412	3/9/2016	HANBAL/MAHER//	CONSULTING SERVICES	160.00	Public Works
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	79.55	Public Works
Total Amount for 29 Line Item(s) from Public Works				\$79,145.41	

Recoverable / Refund / Liability

94415	3/9/2016	ILLINOIS STUDENT ASSISTANCE	WAGE GARNISHMENT- 3/4/16	327.29	Recoverable / Refund / Liability
94426	3/9/2016	LOS ANGELES COUNTY SHERIFF	WAGE GARNISHMENT- 3/4/16	200.00	Recoverable / Refund / Liability
94435	3/9/2016	PAYLESS WATER HEATER	CHECK SENT IN ERROR	61.00	Recoverable / Refund / Liability
94336	3/2/2016	GARCIA/ALEJANDRO//	BUILDING PERMIT REFUND	57.60	Recoverable / Refund / Liability
94444	3/9/2016	STATE DISBURSMENT	WAGE GARNISHMENT- 3/4/16	46.15	Recoverable / Refund / Liability
94323	3/2/2016	CARDENAS/DORIS//	RECREATION REFUND	40.00	Recoverable / Refund / Liability



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94366	3/2/2016	ROCHKIND/LOUISE//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
94325	3/2/2016	COSTELLO/JEANNE//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
94433	3/9/2016	P&A ADMINISTRATIVE SVCS INC	FSA-MED CARE REIMBURSEMENT	36.35	Recoverable / Refund / Liability
94398	3/9/2016	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	-11,255.00	Recoverable / Refund / Liability
Total Amount for 10 Line Item(s) from Recoverable / Refund / Liability				\$-10,406.61	

Senior Center Construction

94398	3/9/2016	CHARLES PANKOW BUILDERS, LTD	ARCHITECTURAL DESIGN	225,114.00	Senior Center Construction
94441	3/9/2016	SECURAL SECURITY CORP	SECURITY- ELECTRIC SHUTDOWN	170.28	Senior Center Construction
Total Amount for 2 Line Item(s) from Senior Center Construction				\$225,284.28	

Tennis & Swim Center

94320	3/2/2016	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	4,066.64	Tennis & Swim Center
94449	3/9/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,687.38	Tennis & Swim Center
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,441.02	Tennis & Swim Center
94320	3/2/2016	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	1,295.00	Tennis & Swim Center
94402	3/9/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	945.52	Tennis & Swim Center
94450	3/9/2016	VIEWPOINT EDUCATIONAL	POOL RENTAL	551.25	Tennis & Swim Center
94352	3/2/2016	MARKET PLAYS PRODUCTIONS	STAFF UNIFORMS	515.44	Tennis & Swim Center
94451	3/9/2016	VORTEX INDUSTRIES INC	DOOR REPAIRS - T&SC	508.14	Tennis & Swim Center
94402	3/9/2016	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	497.04	Tennis & Swim Center
94383	3/2/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	426.83	Tennis & Swim Center
94436	3/9/2016	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	381.46	Tennis & Swim Center
94320	3/2/2016	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	312.32	Tennis & Swim Center
94457	3/9/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	294.08	Tennis & Swim Center
94381	3/2/2016	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	277.44	Tennis & Swim Center
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	268.20	Tennis & Swim Center
94396	3/9/2016	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	266.51	Tennis & Swim Center
94385	3/2/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	266.40	Tennis & Swim Center
94417	3/9/2016	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	251.98	Tennis & Swim Center
94453	3/9/2016	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	235.78	Tennis & Swim Center
94375	3/2/2016	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
94385	3/2/2016	YEEOPP/BETTY//	RECREATION INSTRUCTOR	220.56	Tennis & Swim Center
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	184.09	Tennis & Swim Center
94396	3/9/2016	CASCIONE/GAYLENE//	RECREATION INSTRUCTOR	183.80	Tennis & Swim Center



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 03/02/2016 to 03/09/2016

Date: 3/15/2016
 Time: 9:57:13AM
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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
94438	3/9/2016	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- MAR 16	136.51	Tennis & Swim Center
94416	3/9/2016	KISHIMOTO/RAINE//	REIMB MILEAGE - FEB 16	112.59	Tennis & Swim Center
94391	3/9/2016	BCC	LIFE & DISABILITY INS- MAR 16	76.63	Tennis & Swim Center
94436	3/9/2016	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	33.25	Tennis & Swim Center
94312	3/2/2016	AIRGAS- WEST	TC HELIUM	29.54	Tennis & Swim Center
94312	3/2/2016	AIRGAS- WEST	TC HELIUM	27.99	Tennis & Swim Center
Total Amount for 29 Line Item(s) from Tennis & Swim Center				\$17,723.39	
<u>Transportation</u>					
94414	3/9/2016	IDEAL GENERAL SERVICES, INC.	DIAL-A-RIDE FEB 2016	7,017.50	Transportation
94418	3/9/2016	KOA CORPORATION	CALABASAS ON-CALL SVCS	6,050.00	Transportation
94314	3/2/2016	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	5,343.80	Transportation
94446	3/9/2016	TWINING LABORATORIES	FIELD INSPECTIONS- MUL HWY	5,161.20	Transportation
94370	3/2/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,878.34	Transportation
94400	3/9/2016	CITY OF LOS ANGELES	PLAN CHECK- PARK & RIDE	1,530.00	Transportation
94418	3/9/2016	KOA CORPORATION	CALABASAS ON-CALL SVCS	1,250.00	Transportation
94349	3/2/2016	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	1,200.00	Transportation
94397	3/9/2016	CENTERPOINT RADIUS MAPS	RADIUS MAP- PARK & RIDE	750.00	Transportation
94443	3/9/2016	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	598.67	Transportation
94382	3/2/2016	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	70.80	Transportation
94403	3/9/2016	COUNTY OF LOS ANGELES	CONTRACT SERVICES	32.21	Transportation
Total Amount for 12 Line Item(s) from Transportation				\$30,882.52	
GRAND TOTAL for 297 Line Items				\$570,129.83	

FUTURE AGENDA ITEMS

Department	Agenda Headings	Agenda Title/Future Agenda
13-Apr		
AS	Presentation	Community Choice Aggregation Program
PW	Consent	Adoption of Resolution No. 2016-1501, initiating proceedings for the levy and collection of assessments in connection with Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017 and ordering preparation of a preliminary engineer's report; Resolution No. 2016-1502, approving a preliminary engineer's report with respect to the levy and collection of assessments in connection with Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2016-2017; Resolution No. 2016-1503, declaring its intent to levy and collect assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act Districts No. 22, 24, 27 and 32 and setting a time and place for public hearing
PW	Consent	Contract award for Park & Ride parking lot
PW	Consent	Recommendation to approve an amendment to a professional services agreement with Siemens Industry, Inc. for traffic signal and related equipment maintenance, on-call, emergency and general repair services in an amount not to exceed \$100,000
CD	Public Hearing	Canyon Oaks
CD	New Business	Discussion of Ridgeline Ordinance and residential story pole policy

Future Items

CD	Public Hearing	Consideration of Resolution No. 2016-1496 and Resolution No. 2016-1497, 1) Approving File No. 140001318, an application, inclusive of a Conditional Use Permit, Site Plan Review, Scenic Corridor Permit, Development Plan, Oak Tree Permit and Summary Street Vacation for the construction of a new 73,000 square-foot hotel, which includes 127 rooms, pool and surface level parking. Located at 26300 Rondell Street (APN 2069-031-014 and 2069-031-015)
PW	New Business	Las Virgenes Road construction update
PS	New Business	Introduction of ordinance regarding LA County Code Title 13
PW	Consent	Adoption of Resolution No. 2016-1498 authorizing staff to submit a grant application to State Water Resources Control Board for Planning and Design of Citywide Green Street Project funded thru Proposition 1 - Storm Water Grant Program (SWGP)
PW	New Business	Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessment proceedings
CC	Presentation	Girl Scouts recognition
PW	Public Hearing	Final Eng Report - Approve Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessments
CC	New Business	Certify balloting & declare results for Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessments
CD	New Business	Plaque recommendations by the HPC
CC	Consent	Conflict of Interest Code update
PW	New Business	Environmental Commission review of programs/ordinances (smoking, plastic bag, coyote, styrofoam, car wash, rodenticide, etc.)
PW	New Business	Business recognition program for environmental efforts
PW	New Business	Public Works project process
CD	New Business	Banners at project sites/story pole policy change

2016 CITY COUNCIL MEETING DATES

Apr 27	Sep 14
May 11 - Canceled - CCCA Conference	Sep 28
May 25	Oct 12 - Canceled - Yom Kippur
Jun 8	Oct 26
Jun 22	Nov 9
Jul 13 - Canceled	Nov 23 - Canceled - Thanksgiving Eve
Jul 27 - Canceled	Nov 30 - Council Reorganization
Aug 10	Dec 14
Aug 24	Dec 28 - Canceled