



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, MAY 22, 2013
CITY HALL COUNCIL CHAMBERS
100 CIVIC CENTER WAY, CALABASAS
www.cityofcalabasas.com**

THE STARTING TIMES LISTED FOR EACH AGENDA ITEM SHOULD BE CONSIDERED A GUIDELINE ONLY. THE CITY COUNCIL RESERVES THE RIGHT TO ALTER THE ORDER OF DISCUSSION IN ORDER TO RUN AN EFFECTIVE MEETING. IF YOU WISH TO ASSURE YOURSELF OF HEARING A PARTICULAR DISCUSSION, PLEASE ATTEND THE ENTIRE MEETING. YOU MAY SPEAK ON A CLOSED SESSION ITEM PRIOR TO COUNCIL'S DISCUSSION. TO DO SO, PLEASE SUBMIT A SPEAKER CARD TO THE CITY CLERK AT LEAST 5 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, PLEASE SUBMIT ANY LETTERS OR EMAILS 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 Cub Scouts Pack 333
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

- Book Donation by Las Virgenes Municipal Water District.
- Mayor's first pitch at Dodger game on June 4, 2013.

ORAL COMMUNICATIONS - PUBLIC COMMENT – 7:20 P.M.

CONSENT ITEMS – 7:30 P.M.

1. Approval of meeting minutes from April 24 and May 8, 2013.
2. Recommendation to approve an amendment to increase the value of the professional services agreement with Cleanstreet for street sweeping services.

3. Recommendation to award a contract in an amount not to exceed \$94,095.84 to Pride Industries for janitorial services for City Hall and the Library for two years.
4. Authorization to approve contract change orders for Venco Western, Inc. in the amount of \$303,564 to fund FY2013-2014 regular monthly landscape maintenance and required needed work in four specified zones as part of Specification No. 08-09-02 common area landscape maintenance for specified homeowner associations within Landscape Lighting District Act No. 22.
5. Authorization to approve budgeted funding and change orders for Venco Western, Inc. in the amount of \$1,271,968 for FY2013-14 regular monthly landscape maintenance and authorized extra work in nine specified zones as part of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District No. 22 and common areas of specified homeowner associations within Landscape Lighting District Act No. 22.
6. Recommendation to approve a professional services agreement with Durham School Services to provide transit services for Calabasas summer beach bus and summer excursion programs.
- 6.1 Adoption of Resolution No. 2013-1369, authorizing the City Manager to represent the City of Calabasas for the purposes of securing funding through the FY2013 Tiger V Infrastructure Grant to fund the Lost Hills Bridge and Interchange Project.

PUBLIC HEARING – 7:40 P.M.

7. Consideration of File No. 130000481, an appeal of the Planning Commission decision to approve a three-lot housing project at 23401 Mulholland Highway (2069-065-001;002; & 003), File No. 110001621.

NEW BUSINESS – 8:40 P.M.

8. Recommendation to award construction contract for Specification No. 12-13-02 to Taft Electric and Specification No. 12-13-03 to Toro Enterprises, Inc.
9. Public meeting regarding Landscape Maintenance District No. 22 and Landscape Lighting District Act Nos. 22, 24, 27 & 32 assessment proceedings.

INFORMATIONAL REPORTS – 9:15 P.M.

10. [Check Register for the period of April 17-24 and May-9, 2013.](#)

TASK FORCE REPORTS – 9:20 P.M.

CITY MANAGER’S REPORT – 9:25 P.M.

FUTURE AGENDA ITEMS – 9:30 P.M.

ADJOURN – 9:35 P.M.

The City Council will adjourn to their next meeting scheduled for Wednesday, June 12, 2013, at 8:00 p.m.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, APRIL 24, 2013**

Mayor Gaines called to order the Closed Session portion of the meeting at 6:30 p.m. in the Council Chambers Conference Room, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

CLOSED SESSION

1. Conference with legal counsel – pending litigation, pursuant to Government Code, Section 54956.9(a):
Crown Castle USA v City of Calabasas et al
Los Angeles Superior Court Case Number: Case No. BS 140933

2. Conference with legal counsel – pending litigation, pursuant to Government Code, Section 54956.9(a):
City of Alhambra et al v. County of Los Angeles et al
Los Angeles Superior Court Case Number: Case No. S185457

Mayor Gaines called the Open Session portion of the meeting to order at 7:08 p.m. in the Council Chambers. All members of the City Council were present.

ROLL CALL

Present: Mayor Gaines, Councilmembers Bozajian, Martin Maurer, and Shapiro.
Absent: None.
Staff: Ball, Brozyna, Coroalles, Howard, Hernandez, Klein, Tamuri, Wallace, Yalda.

Mayor Gaines reported on the two Closed Session items.

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

APPROVAL OF AGENDA

Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to approve the agenda. MOTION CARRIED 5/0.

ANNOUNCEMENTS/INTRODUCTIONS

- Recognition of Executive Assistant, Tina Wallace upon her retirement.

Mayor Gaines presented Ms. Wallace with a plaque in recognition of her retirement. Ms. Wallace expressed appreciation for this recognition
Members of the City Council made the following announcements:

AGENDA ITEM NO. 1

Councilmember Bozajian:

- Expressed appreciation to the community for attending the Earth and the Canine Classic Dog and Walk Festivals.
- Reminded about the Calabasas Historical Society Annual meeting on April 25.
- Extended an invitation to the Calabasas Fine Arts Festival on May 4 and 5; the Boutique at the Patio on May 13 and the Old-Fashioned Family Picnic on May 19.
- Announced the availability of the Recreation Brochure.

Councilmember Maurer:

- Announced recruitment by Cub Scout Pack 333.
- Two senior workshops scheduled on June 22 and June 27.

Councilmember Martin:

- Expressed appreciation to staff for the Wonderelles event.

Mayor pro Tem Shapiro:

- Attended the opening of West Side Story at Calabasas Performing Arts Educational Center.
- Attended the third annual health expo at the Agoura Hills/Calabasas Community Center.
- Announced National Law Day on May 1.
- Extended an invitation to Relay for Life event on May 18.

Mayor Gaines:

- Encouraged everyone to visit and support the new restaurant, Pedaler's Fork.
- Calabasas High School was ranked as one of the best in the U.S.
- Also attended Calabasas Performing Art West Side Story.
- He and Councilmember Bozajian will be a part of a broadcast with KNX Radio featuring the Conejo Valley on April 26.
- The first Calabasas Dodger night will be held on June 4.
- The Chamber's wine testing event will take place on Friday, May 10.
- A Community College District run-off election is scheduled on May 21.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Charles Caspery and Stephanie Williams spoke during public comments.

CONSENT ITEMS

1. Approval of meeting minutes from April 10, 2013.
2. Adoption of Resolution No. 2013-1366, initiating proceedings for the levy and collection of assessments within Landscape Maintenance District No. 22 and Landscape Lighting Act District Nos. 22, 24, 27 and 32 and ordering a

preliminary engineer's report; Resolution No. 2013-1367, approving Proposition 218 and the report of the engineer's prepared for the levy and collection of assessments against the lots and parcels of Landscape Lighting Act District Nos. 22, 24, 27 and 32 for Fiscal Year 2013-2014; Resolution No. 2013-1368, declaring its intent to levy and collect assessments in 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.

3. Authorization to approve a contract change order for Venco Western, Inc. in the amount of \$87,000 to fund required work for the Zone 25, section of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22 in the City of Calabasas, California.
4. Recommendation to approve an amendment to increase the value of the contract agreement with California Civil Engineering Services for on-call public works repair services.
5. Recommendation to approve an amendment to increase the value of the contract agreement with KOA Corporation for on-call professional traffic engineering services.
6. Authorization to approve a Notice of Completion for specification No. 07-08-12, weed abatement/fuel reduction for fire safety within the City of Calabasas.

Councilmember Maurer moved, seconded by Councilmember Bozajian to approve Consent Items No. 1-6. MOTION CARRIED 5/0.

NEW BUSINESS

7. Presentation by Las Virgenes Municipal Water District regarding proposed solar panel power project – Rancho Las Virgenes.

John Zhao, P.E., Principal Engineer, Las Virgenes MWD provided an overview of the project.

8. Annual update of the City's Tobacco Retailer Registration Program.

Michael Klein, Planner presented the update.

Extensive discussion took place.

INFORMATIONAL REPORTS

8. Check Register for the period of April 1-10, 2013.

No action was taken on this item.

TASK FORCE REPORTS

Councilmember Martin reported the following from the last COG meeting:

- To meet FEMA's requirement for additional community outreach in regard to the Multi-Jurisdictional Hazard Mitigation Plan, a public forum will be planned in September.
- The bicycle draft map has been posted on Google Earth.
- The Board of Supervisors opted not to proceed with the Clean Water, Clean Beaches project at this time.
- Mr. Dipple met with Metro in an effort to get \$5 million in Measure R Funds for the Lost Hills project.
- PowerPoint regarding Metro Congestion Mitigation Study will be emailed to members of the Council.

Mayor pro Tem Shapiro reported that Councilmember Maurer and he attended two Senior Task Force meetings and reiterated that two workshops will be held on June 22 and June 27.

Councilmember Maurer welcomed students from Pierce College present at the meeting.

CITY MANAGER'S REPORT

Mr. Coroalles extended appreciation to the Media Operations Department on "The Buzz." He also reported that the Library Commission approved creating a senior section in the Library.

FUTURE AGENDA ITEMS

Mayor Gaines requested an item regarding opposition to AB 162 be placed on a future agenda. He requested the May 8 workshop start at 6 p.m. He announced that the George W. Bush Library opening in Texas was designed by the same architect who designed the Civic Center.

ADJOURN

Councilmember Shapiro moved, seconded by Mayor Gaines to adjourn the meeting at 9:19 p.m. to their annual workshop scheduled on Wednesday, May 8, 2013, at 6:00 p.m.

Maricela Hernandez, MMC
City Clerk

**MINUTES OF A MEETING-ANNUAL WORKSHOP OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD SATURDAY, MAY 8, 2013**

Mayor Gaines called the meeting/workshop to order at 6:04 p.m. in the City Council Chambers, 100 Civic Center Way, Calabasas, California.

ROLL CALL Present: Mayor Gaines, Mayor pro Tem Shapiro, Councilmembers Bozajian, Martin and Maurer.
Absent: None.
Staff: Bartlett, Brozyna, Coroalles, Hernandez, Jordan, Lysik, Parker, Rubin, Steller, Summers, Tamuri, Yalda.

The Pledge of Allegiance was led by Jennifer Bercy.

APPROVAL OF AGENDA

Councilmember Maurer moved, seconded by Councilmember Martin, to approve the agenda. MOTION CARRIED 5/0.

ORAL COMMUNICATIONS - PUBLIC COMMENT

None.

Mayor Gaines provided an overview of the meeting.

Members of the Council made the following announcements:

Councilmember Bozajian:

- Expressed appreciation to the Agoura Hills/Calabasas Community Center for hosting the health expo on April 13.
- Expressed appreciation to all involved with a successful Fine Arts Festival on May 4-5.
- Showed a picture of the hanging tree from 30 years ago.
- Dinner for Super Moms and a screening of The Incredibles scheduled on May 11.
- Movies under the stars will begin on June 21 through July 12.
- Back to school pool party scheduled on August 16.

Councilmember Maurer:

- Acknowledged the fantastic work of Lauren Morick on the Fine Arts Festival.

Councilmember Martin:

- Reiterated appreciation to all Fine Arts Festival participants.

Mayor pro Tem Shapiro:

- Attended the 20th anniversary celebration of Bay Laurel Elementary School.
- Expressed appreciation to participants on Law Day on May 1.
- The Calabasas Wine Testing and Silent Auction scheduled on May 10.
- Relay for Life scheduled on May 18.

Mayor Gaines:

- Attended Savvy Seniors social event on May 8. Expressed appreciation to staff for all the hard work on all City events.
- Attended a lunch meeting by Art Leahy, CEO of Metro to update Mayors on various programs.
- Also reiterated appreciation to Laureen Morick for a great Fine Arts Festival.
- Attended Bay Laurel carnival.
- Attended Viewpoint School Gala.
- Chamber's monthly breakfast scheduled on May 9.
- Will be honored by the Chamber at a luncheon at Calabasas Country Club on May 30.
- The first City of Calabasas Dodger night scheduled on June 4, at 7 p.m.

SPECIAL ITEMS

1. City Revenue Overview.

Dr. Gary Lysik provided an overview.

a. Relationship to land use

Ms. Maureen Tamuri provided an overview.

The Council recessed at 7:51 p.m.

The Council reconvened at 8:06 p.m.

b. Annexations (Mountain View and Craftsman's Corner)

Mr. Tom Bartlett provided an overview.

c. Transient occupancy tax

Extensive discussion ensued.

Direction was provided to staff; there was no action taken.

2. Voter turnout and other election issues.

Direction was provided to staff; there was no action taken.

3. Council liaisons and appointments to external committees.

The City Council concurred to the following appointments:

Council Liaisons

- **Budget Liaison: Mayor Gaines, Councilmember Martin**
- **Emergency Preparedness Task Force: Councilmember Maurer, Councilmember Martin**
- **Open Space Liaison: Councilmember Maurer, Councilmember Bozajian**
- **Schools Area Traffic Safety Committee: Mayor Gaines, Mayor pro Tem Shapiro**
- **Schools Partnership Subcommittee: Councilmember Bozajian, Mayor pro Tem Shapiro**

Council External Committee

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

4. Commission appointment protocol.

Council recessed at 9:50 p.m.

Council reconvened at 9:59 p.m.

Direction was provided to staff; there was no action taken.

5. Council protocols.

The Council recessed at 11:03 p.m.

The Council reconvened at 11:07 p.m.

The taskforce concurred to continue working on a set of protocols and present to the Council at a future date.

6. Council priorities for upcoming year.

Mayor pro Tem Shapiro requested staff to see about acquiring properties for open space and parks. He also requested staff to revisit and continue emergency preparedness programs with staff and schools.

Members of the Council concurred to hold the June 12 meeting at 8 p.m.

Councilmember Bozajian requested staff to revisit the issue of moving the post office to another location.

Councilmember Maurer concurred with Mayor pro Tem Shapiro on open space and emergency preparedness for mobility challenge individuals and seniors.

Councilmember Martin requested a program to honor veterans.

Mayor Gaines requested updates on the bicycle and trail plans as well as regular updates on Public Works projects such as the bridge, the senior center, Mulholland Hwy. improvements, etc. He reported his contact with the Arts Council to suggest expenditure of the Arts in Public Places fund. He inquired as to when the Building Code would be presented to Council. In addition, Mayor Gaines requested the Communications & Technology Commission look at implementing a mobile City application to link users to information.

Councilmember Maurer requested coordination of a program with King Gillette Ranch.

ADJOURN

The City Council adjourned at 11:39 p.m. to their next regular meeting, scheduled to be held on Wednesday, May 22, 2013 at 7:00 P.M.

Maricela Hernandez, MMC
City Clerk



Approved by City Manager:

CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: APRIL 25, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P. E., T. E., DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
ANDREW BROZYNA, P.E., DEPUTY PUBLIC WORKS DIRECTOR

SUBJECT: RECOMMENDATION TO APPROVE AN AMMENDMENT TO INCREASE THE VALUE OF THE PROFESSIONAL SERVICES AGREEMENT WITH CLEANSTREET FOR STREET SWEEPING SERVICES.

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Staff recommends approving an amendment with CleanStreet for street sweeping services extending the contract agreement one year and increasing the contract value by \$92,500.

BACKGROUND:

The City's street sweeping services are currently provided by CleanStreet and their contract with the City. The expiring agreement was awarded on July 1, 2011 for a two year term with up to three one year extensions. The work consists of sweeping the City's arterial streets weekly and residential streets on a bi-weekly basis. This work also consist of sweeping the parking lot of the Tennis and Swim Center at 23400 Park Sorrento, and the parking lot of City Hall located at 100 Civic Center Way weekly.

DISCUSSION/ANALYSIS:

CleanStreet has proven to be a reliable service contractor and is known for quickly responding to requests for information or assistance when the need arises. Staff recommends amending the contract in the amount of \$79,859. In addition, staff recommends allocating an additional \$12,500 for unforeseen needs and to support other City departments with cleanup efforts following City events such as the Pumpkin Festival, the July 4th fireworks show, and Arts Festival, etc. The recommended increase and contingency costs increases the current contract amount of \$184,172 to a not to exceed total of \$276,531.

FISCAL IMPACT/SOURCE OF FUNDING:

Staff is recommending Council appropriate \$92,500 from the General Fund 10, Division 312 Street Maintenance Services to the Street Sweeping account and adjust the budget accordingly.

REQUESTED ACTION:

Staff recommends approving an amendment with CleanStreet for street sweeping services extending the contract agreement one year and increasing the contract value by \$92,500.

ATTACHMENTS:

Exhibit A: Professional Services Agreement with CleanStreet.

Exhibit B: Amendment No.1

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

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *Citywide street sweeping 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 specifically required by the City to satisfy its street sweeping needs and set forth in Consultant's *May 20, 2011* 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 *May 19, 2011* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": *July 1, 2011.*
- 3.4 "Expiration Date": *July 1, 2013.*

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) *m* (Contractor) *gc*

- 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 Eighty-four Thousand, One Hundred Seventy-two Dollars (\$184,172.00) 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. Rick Anderson 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 Two Million dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000).~~

- 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 and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies 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: **Larry Edmonson**
Telephone: (818) 224-1683
Facsimile: (818) 225-7338

If to Consultant:

Cleanstreet
1937 W. 169th Street
Gardena, CA 90247
Attn: *Rick Anderson*
Telephone: (800) 225-7316 x108
Facsimile: (310) 538-8015

With courtesy copy to:

Michael G. Colantuono, City Attorney
Colantuono & Levin, PC
11364 Pleasant Valley Road
Penn Valley, CA 95946-9000
Telephone: (530) 432-7357
Facsimile: (530) 432-7356

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.

Initials: (City) AM (Contractor) JC

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”
Cleanstreet

m/ By: James R. Bozajian
James Bozajian, Mayor

By: Jerry Costello
Jerry Costello, CEO

Date: 6/22/11

Date: 6/14/11

By: Rick Anderson
Rick Anderson, Secretary

Date: 6/14/11

Attest:

By: Gwen Peirce
Gwen Peirce, CMC, City Clerk

Date: 6/30/11

Approved as to form:

By: Michael G. Colantuono
Michael G. Colantuono, City Attorney

Date: 6/25/11

EXHIBIT A SCOPE OF WORK

Schedule:

The monthly progress payment shall be based on the unit price in the proposal and actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedules and List of Streets to be swept shall be performed on Monday, Tuesday and Wednesday of every other week. Arterials street sweeping shown on the Street Sweeping Schedules and List of Streets are to be swept weekly on the corresponding Monday, Tuesday and Wednesday schedule. The parking lot of the Tennis and Swim Center located at 23400 Park Sorrento shall be swept on the second and fourth Thursday of each month, between the hours of 7:00 a.m. and 9:00 a.m. The City Hall parking lot shall be swept weekly.

Executions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. observed holidays or because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. If the contractor decides to complete the deferred sweeping in order to avoid giving the Agency credit for work not performed, the sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

Additional Work:

In the event the Agency desires to extend the regularly scheduled street sweeping program to include additional streets after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any

subsequent amendments to it.

Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through Friday). If the resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), than this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive, and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- The services accomplished during the week, including the actual number of curb miles swept

- The Complaint Log for the week covered by the Weekly Report
- A description of any unusual incidents that affected the Contractor's performance of services
- A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Drivers License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an

operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The equipment used to sweep the parking lot of the Tennis and Swim Center shall be a low profile, parking lot type sweeper, due to the oak tree canopy situation in the lot.

The Agency does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.

The Contractor shall comply with AQMD 1186.1 to the satisfaction of the City Engineer.

Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District #2, Lost Hills Landfill.

Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, refuse disposal and equipment required for the execution of the work unless otherwise set forth.

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

Street Sweeping Schedules and List of Streets:

Route 1 - Monday		
Adamor Rd	Hot Springs Pl	Park Miramar
Agoura Rd	Kenrose Cir	Parkmor Rd
Alizia Canyon Dr	Las Virgenes Rd	Paseo Primario
Arroyo Willow Ln	Live Oak Ct	Philrich Cir
Belbert Cir	Lost Hills Rd	Parkway Calabasas
Cactus Tr	Lost Oak Ct	Poppyseed Pl
Calabasas Hills Rd	Lost Springs Dr	Raven Ct
Ceanothus Pl	Lupine Ln	Red Bluff Dr
Cold Springs St	Malibu Hills Rd	Roymor Dr
Cottonwood Grove Tr	Marigold Ct	Ruthwood Dr
Deer Trail Ct	Meadow Creek Ln	Sage Ct
Deerweed Tr	Mureau Rd	Shadow Hills Rd
Edenpark Dr	Oak Glen St	Sunflower Ct
Farmfield Rd	Oleander Ct	Thousand Oaks Blvd
Goldenrod Pl	Orchid Ln	Trana Cr
Greenview Rd	Park Entrada	Veva Way
Hatmor Dr	Park Granada	Willow Glen St

(Refer to Page 14, Schedule for street cleaning frequency)

Route 2 - Tuesday		
Adamsville Ave	Federlist Rd	Old Topanga Canyon Rd
Algonaut Dr	Founders Dr	Palais Pl
America Way	Freedom Dr	Park Mirasol
Belleau Ct	Galilee St	Paul Revere Dr
Blackbird Way	Ganelon Dr	Peacock Ct
Bluebird Dr	Harney Pl	Peale Dr
Bon Homme Rd	Hummingbird Wy	Pickney Dr
Brandywine Dr	Indals Pl	Pine Hollow Rd
Cairnloch St	Jameson Dr	Pulido Ct
Calipatria Dr	Jameson Pl	Schuykill Dr
Carsamba Dr	Kearney St	Sea Wind Pl
Charlestown Dr	Kingfisher Rd	Sparrow Dell Dr
Daguerre Ave	Le Mans Dr	Ticonderoga Rd

Dardenne St	Liberty Bell Rd	Towhee Dr
De Grasse Dr	Lido Ct	Town Crier Rd
De Kalb Dr	Magna Carta Rd	Valdez Rd
Declaration Ave	Malibu Hills Rd	Valmar Rd
Delia Ct	Meadow Lark Dr	Via Del Prado
Dunmore Dr	Mourning Dove Way	Via Leonardo
Eddingham Ave	Mulholland Hwy	Waterford Way
Faubion Pl	Oak Hollow Rd	Wrencrest Dr

(Refer to Page 14, Schedule for street cleaning frequency)

Route 3 - Wednesday		
Agoura Rd	Park Allegra	Park Livorno
Alizia Canyon Dr	Park Andora	Park Madrid
Ambridge Dr	Park Antigua	Park Mallorca
Calabasas Rd	Park Aurora	Park Mariposa
Calamine Dr	Park Belmonte	Park Melinda
Cangas Dr	Park Capri	Park Milano
Canwood St	Park Contessa	Park Mirasol
Civic Center Way	Park Cordero	Park Monaco
Dantes View Dr	Park Corona	Park Olivo
De Berry Dr	Park Ensenada	Park Ora
Edgeware Dr	Park Esperanza	Park Serena
El Canon Ave	Park Fortuna	Park Sevilla
Esward Dr	Park Granada	Park Sienna
Garret Dr	Park Hacienda	Park Sorrento
Helmond Dr	Park Helena	Park Verona
Ludgate Dr	Park Hermosa	Park Vicente
Park Adelfa	Park Jacaranda	Parkville Rd
Park Alisal	Park Jazmin	

(Refer to Page 14, Schedule for street cleaning frequency)

Route 5 - Tuesday		
Aster Tr	Gladiola Dr	Poppy Dr
Canyon Dr	Lilac Tr	Summit Dr
Clover Tr	Locust Dr	Valley View Rd
Daisy Tr	Mesquite Dr	
Elm Dr	Pansy Tr	

(Refer to Page 14, Schedule for street cleaning frequency)

Arterials		
Agoura Rd	Mureau Rd	Park Sorrento
Calabasas Rd	Old Topanga / Valmar Rd	Pkwy Calabasas
Las Virgenes Rd	Park Capri	Thousand Oaks Blvd
Lost Hills Rd	Park Granada	
Mulholland Hwy	Park Sienna	

(Refer to Page 14, Schedule for street cleaning frequency)

Current Posted Streets:

Streets Swept on Monday

1. Las Virgenes Road (east side only) – from Parkmor to the cul-de-sac at the north end
 Posted 8:00 a.m. to 11:00 a.m.
2. Thousand Oaks Blvd (both sides) – between Las Virgenes Road and Ruthwood Drive.
 Posted 8:00 a.m. to 11:00 a.m.
3. Alizia Canyon Dr (south side) – from Parkmor to the end of the cul-de-sac.
 Posted 9:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (south side) – from Lost Hills east to the end of the cul-de-sac.
 Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (south side) – from 27040 Malibu Hills Rd to Lost Hills Rd.
 Posted 7:00 a.m. to 9:00 a.m.
6. Agoura Rd (north side) – from Las Virgenes Rd to Lost Hills Rd.
 Posted 7:00 am to 9:00 a.m.

Streets Swept on Tuesday

1. Gladiola Dr (both sides) – from Valley View to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
2. Park Mirasol (east side) – from Park Sorrento to the end of the cul-de-sac.
Posted 8:00 a.m. to 11:00 a.m.
3. Park Sorrento (frontage) – from 23358 Park Sorrento to 23306 Park Sorrento.
Posted 8:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (north side) – from Lost Hills east to the end of the cul-de-sac.
Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (north side) – from Lost Hills Rd to Agoura Rd.
Posted 7:00 a.m. to 9:00 a.m.
6. Eddingham Ave (both sides) – Mulholland Hwy to Dardenne.
Posted 10:00 a.m. to 1:00 p.m

Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.
Posted 7:00 am to 9:00 am.

SCOPE OF SERVICES



CleanStreet will furnish all labor, equipment, materials, and supervision to perform street sweeping as described herein, including, but not limited to, the following:

Using a modern regenerative air street sweeper, thoroughly sweep each improved street in the City of Calabasas two times per month.

CleanStreet will sweep 79 curb miles of residential streets bi-weekly. This sweeping will take place on Mondays, Tuesdays, and Wednesdays of every week. 31 curb miles of arterials will be swept weekly, at times not to interfere with high traffic flow times or commercial establishments. The City hall and tennis club will be swept weekly.

CleanStreet will adopt the City's present schedule exactly. All sweeping activities shall be completed by 5 p.m., Monday through Friday.

All intersections and median noses will be swept and maintained in a debris-free state. Streets with raised medians (commercial and residential) shall have their curb perimeter swept, including turnouts. Streets with painted medians will be swept in their entirety.

CleanStreet will sweep all parking lots, according to the cities current schedule. Any areas inaccessible to the street sweeper, such as street ends and portions of parking lots will be hand-swept or blown with a hand blower.

Staffing on the City of Calabasas will consist of one full-time street sweeper operator. This will enable CleanStreet to complete posting routes on a daily basis during the posted times. During leaf season, additional drivers may be utilized to complete routes in a timely manner.

Labor Hours - Weekly:

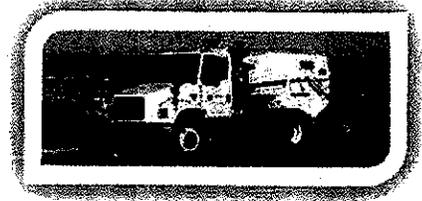
Arterials:	9
Residential:	13
Parking Lots:	1.5
Total	23.5* hours

*These are averages per week. During leaf season, additional hours will be



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needed.

Areas shall not be swept on the same day as trash pickup scheduled. All sweeping will be scheduled after trash pickup.

Streets adjacent to schools and commercial developments shall be swept prior to 7 a.m. or before such times as public activities start. Streets adjacent to apartments, condominiums, or other areas where night street parking is prevalent shall be swept after 8 a.m. All residential areas will be swept between the hours of 8:00 am to 5:00 p.m.

All debris collected by the street sweeping operation will be taken to a legally established landfill or transfer station. There will be no on site dumping.

Personnel

Supervisors

Satisfaction and consistent quality service is the foundation of our company. Our supervisors are full-time employees, not temporary hired guns. They are highly trained so all phases of the project runs smoothly. Our supervisors are directly involved with each account and perform job inspections to ensure quality.

Although we believe that there is always room for improvement, we strive to recognize our employees for their good work. This type of supervision helps build operator pride.

CleanStreet knows that street sweeping is an extremely noticeable city service that is best done properly if you wish to have satisfied residents. With our experience coupled with our approach assure the various locations that this work will be done extremely well. We can eliminate all complaints. We believe that our quality street sweeping program is a great value when you consider the cost and negativity generated by complaints.

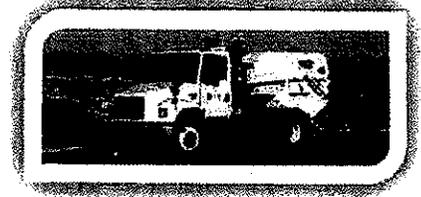
Operators

Our first step is to educate our operators as to what is accepted and the quality of work that is expected. Our operators are encouraged to take as many passes as are necessary to do a great job in removing all leaves, paper, dirt, rocks, glass, bottles, cans, and other debris to ensure free flow of water in the gutter and to



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maintain streets in a state of cleanliness. In combination with this approach, the CleanStreet supervisors will conduct unannounced spot checks for quality and quantity of the work performed.

Our operators are trained to value and care for their equipment. They are knowledgeable about proper driving speed, adjustment of brooms and the most efficient and effective performance of their equipment.

Our operators understand the importance of punctuality and the importance of quality work. Our drivers take pride in our customer's satisfaction.

Repair and Maintenance Crew

CleanStreet has seven full-time mechanics who are expert in the repair and maintenance of our equipment. Our mechanics are factory trained to help ensure high quality performance of our equipment. We also have mechanics available around-the-clock to help ensure our ability to meet our commitments.

CleanStreet knows that one of the keys to customer satisfaction is dependable well-maintained equipment. Consequently, we feel that the quality of our repairs and maintenance is crucial to our sweepers.

We have an additional four full-time employees who are mechanics helpers. They change of brooms, tires, and help keep our sweepers clean.

Dispatchers

The Dispatch and Operations department is the very nerve center of CleanStreet. It is from our experience that this position is very mission critical where often times operational and sometimes financial decisions are made.

We have two full-time dedicated dispatchers who make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed.

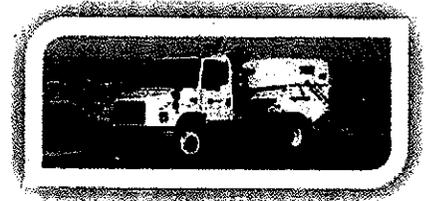
Disposal of Refuse and Debris

CleanStreet shall dispose of all refuse and debris that is collected during the sweeping operations, at no additional cost to the City. We will haul it to a legally established area for the disposal of solid waste.



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Storage facilities

CleanStreet will utilize their own storage facilities for all of the sweepers.

Equipment

CleanStreet equips all of its trucks with global positioning satellite (GPS) system. All of the real-time data is monitored by CleanStreet dispatchers. This permits CleanStreet to monitor the drivers speed, time and location.

Our Operations Analyst downloads the GPS reports on a daily basis from the Internet. The real-time data alerts the managers via e-mail if the brooms are down a half hour or longer or if the sweeper exceeds its speed limit. If this should happen, there will be communication between either the manager or the dispatcher to the sweeper's cell phone to ensure proper action is taken.

Authorized public works employees can generate and print GPS reports at any time. Data is available for six months and can be downloaded in an Excel document.

We utilize will utilize 1 Tymco 600 as needed for the city of Calabasas. Our Tymcos hold 250 gallons of water which results in cleaner air and less dust and particulates on the streets.

Our street cleaning is listed as *Best Management Practice* BMP in storm water regulations which get the debris off the street before it is carried into the drain system.

All street sweepers that CleanStreet will deploy will be Tymco 2009 propane powered street sweeper compliant with rule 1186.1.

In order to ensure uninterrupted performance, backup will be available at all times. In case of a mechanical breakdown, backup equipment will be available at all times and will comply with AQMD Rule 430.

Routing

Routing will be designed in such a manner that all time zones will be swept timely with ample time for the operator to do an excellent job. If for some reason the operator is behind or needs help, and additional sweeper and operator will be supplied to ensure timely completion of routes.

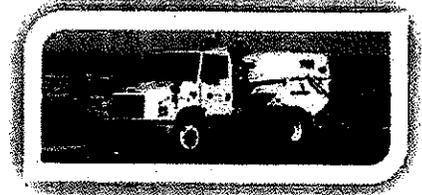
Reports

The attached report is a sample of what our drivers complete for other locations. In order to suit the City, a tailor-made form will be created for each location



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awarded to CleanStreet. The following items will be on the report:

- Curb miles and paved alley miles swept each day.
- Schedule curb miles and paved alley miles swept and areas missed.
- When missed areas were swept.
- Number of complaints received each day.
- Reasons schedule sweeping was not performed or completed as scheduled.
- Waste tonnage summary and copies of waste disposal receipts.
-

Sample Form

City of _____
STREET SWEEPING WEEKLY REPORT
FOR MONTH OF _____

DATE: _____

WEEK BEGINNING: _____ WEEKLY TONNAGE: _____

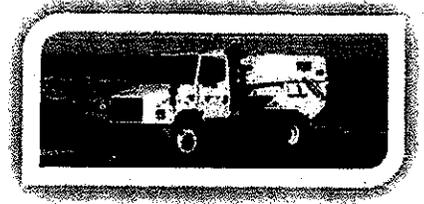
CONTRACTOR: **CleanStreet**
1937 W 169th Street
Gardena CA 90247

DAY	CURB MILES SWEEP			SCHEDULED CURB MILES MISSED AND REASON	MAKE - UP DATE	NUMBER OF COMPLAINTS
	SCHEDULED CURB MILES	MISSED CURB MILES	CURB MILES SWEEP			
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
ALLEYS						
CURB MEDIAN						
TOTALS						



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

CONFLICT OF INTEREST



CleanStreet, or its clients, do **NOT** have any financial, business or other relationships with the City that may have an impact on the outcome of this contract.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247



**EXHIBIT B
APPROVED FEE SCHEDULE**

Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$ 21.00	26	\$ 43,134.00
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$ 21.00	52	\$ 33,852.00
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$ 25.00	52	\$ 1,300.00
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$ 25.00	52	\$ 1,300.00

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

Bid Schedule Total (Annual Contract Amount): \$ 79, 586.00

Bid Schedule Total (Annual Contract Amount in words):

Seventy-nine thousand, five hundred eighty-six dollars and no cents

CleanStreet

(Company Name of Bidder)

Date: **May 19, 2011**

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

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

PRODUCER Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Wausau Business Insurance Company	NAIC # 26069
	INSURER B: Wausau Underwriters Insurance Company	26042
	INSURER C: Liberty Insurance Corporation	42404
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
1309809 CleanStreet, Inc.
1937 W 169th Street
Gardena CA 90247

COVERAGES CLEAN01 P4 CERTIFICATE NUMBER: 10689797

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	TBKZ91456665031	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	ASJZ91456665021	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	N	N	TH7Z91456665051	4/1/2011	4/1/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WCKZ91456665011	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Jere Costello is an excluded officer. City of Calabasas and it's officers, agents and employees are Additional Insured to the extent provided by the policy language or endorsement issued or approved by the insurance carrier. Coverage provided is primary and non-contributory.

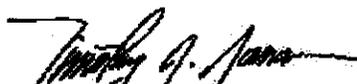
CERTIFICATE HOLDER

CANCELLATION See Attachment

10689797
City of Calabasas
Attn: Pauline Rubio-Brownell
100 Civic Center Way
Calabasas CA 91302-4112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Policy # TBKZ91456665031

Item 13. BLANKET ADDITIONAL INSURED – PERSON OR ORGANIZATION

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
 2. In connection with premises owned by you
- provided that:

(a) The "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and

(b) The written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

LG 32 37 09 07



CITY of CALABASAS

June 30, 2011

Jere Costello, CEO
CleanStreet
1937 West 169th Street
Gardena, CA 90247

Dear Mr. Costello:

Enclosed please find a fully executed original of the Professional Services Agreement entered into by and between the City of Calabasas and CleanStreet.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepppe
Executive Assistant
Administrative Services

Enclosure

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas and CleanStreet)

This Amendment No. 1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 22nd day of May, 2013 at Calabasas, California, by and between the City of Calabasas, a municipal corporation, 100 Civic Center Way, Calabasas, California 91302 (“City”) and CleanStreet, 1937 West 169th Street, Gardena, California, 90247 (“Contractor”).

This “Amendment” modifies the original “Agreement” between the “City” and the “Contractor” dated July 1, 2011 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” April 23, 2013 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” [Month, Day, Year] 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:

3.4“Expiration Date”: June 30, 2014.
- 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 \$276,531.

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”
CleanStreet

By: _____
Fred Gaines, Mayor

By: _____
Jerry Costello, CEO

Date: _____

Date: _____

By: _____
Rick Anderson, Secretary

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

Date: _____

SCOPE OF SERVICES

Schedule:

The unit price in the proposal and in the monthly progress payment shall be based on the actual curb miles swept. The residential street sweeping shown on the Street Sweeping Schedules and List of Streets to be swept shall be performed on Monday, Tuesday and Wednesday of every other week. Arterials street sweeping shown on the Street Sweeping Schedules and List of Streets are to be swept weekly on the corresponding Monday, Tuesday and Wednesday schedule. The parking lot of the Tennis and Swim Center located at 23400 Park Sorrento shall be swept on the second and fourth Thursday of each month, between the hours of 7:00 a.m. and 9:00 a.m. The City Hall parking lot shall be swept weekly.

Executions To The Schedule:

When inclement weather, in the opinion of the Engineer, prevents adherence to the sweeping schedule, the Contractor shall not be required to comply with the schedule. However, the Contractor shall perform all extra work resulting from such inclement weather without additional charge when the streets are next swept in accordance with the City's approved schedule.

In the event the Contractor is prevented from completing the sweeping for any reason other than inclement weather (i.e. because of equipment breakdown, etc.), the Contractor shall be required to complete the sweeping so deferred prior to the next scheduled sweeping date, or give the City credit for the work not performed in accordance with the compensation rate specified in the Contractor's bid proposal, subject to the approval of the City. If the contractor decides to complete the deferred sweeping in order to avoid giving the Agency credit for work not performed, the sweeping must commence on the next available date and the regular street sweeping sequence defined on Street Sweeping Schedules and List of Streets in Attachment C must be maintained.

The Contractor will be advised of any possible temporary/permanent disruptions to the sweeping schedule that will require temporary/permanent changes to the schedule. Upon notification of any such disruption, the Contractor will submit, within five (5) working days, a revised temporary/permanent schedule to accommodate the newly advised situation to the Engineer for approval. No additional compensation will be made for work required by the Contractor to create, submit and deploy the newly revised schedule.

Additional Work:

In the event the Agency desires to extend the regularly scheduled street sweeping program to include additional streets after the effective date of the contract, then any such additional sweeping which is required of the Contractor shall be paid for at the current bid unit price for compensation specified by this contract or any subsequent amendments to it.

The Contractor shall provide on-call street sweeping services as directed by the Engineer. The Contractor will be given a two (2) hour notification when these services are required, and they will be paid for at the current unit prices for compensation specified by this contract or any subsequent amendments to it.



Standards of Performance:

The Contractor shall perform in accordance with standards of performance which are considered to be good street sweeping practices and which are subject to approval of the City.

Street sweeping speed shall not exceed the manufacturer's recommendations for the sweeper nor the speed for good street sweeping practices as determined by the City. In any case, vehicle speed shall not exceed eight (8) miles per hour during sweeping operations. The City may require installation of sweeping speed monitoring devices to record actual vehicle speed during sweeping to verify sweeping speed.

Public Convenience:

The Contractor shall conduct his operations in a manner that causes the least possible obstruction and inconvenience to the public and to the flow of public traffic. The City shall determine whether the level of inconvenience the Contractor's operations causes is acceptable.

Citizen Complaints:

The Contractor shall investigate and respond to any and all complaints received from the City which may concern the quality of the Contractor's performance. Complaints received prior to 5:00 p.m. shall be resolved the next working day (a working day shall be defined as Monday through Friday). If the resolution of a valid citizen complaint results in any action by the Contractor (re-sweeping, etc.), than this action will be performed at no cost to the City.

Valid complaints by citizens related to the quality of the Contractor's performance in excess of five (5) per month shall be considered excessive, and may be the basis for cancellation of the contract by the City with no less than thirty (30) days advance written notice to the Contractor.

The Contractor shall maintain a Complaint Log of all complaints received. The log will include the date and time of the complaint, the nature of the complaint, and the action that was taken by the Contractor to resolve the complaint. The Complaint Log will be turned in weekly, as part of the Contractor's Weekly Report.

Weekly Report:

The Contractor will submit a Weekly Report which details all work accomplished and any problems encountered during the week. At a minimum, the Weekly Report shall include the following:

- The services accomplished during the week, including the actual number of curb miles swept
- The Complaint Log for the week covered by the Weekly Report
- A description of any unusual incidents that affected the Contractor's performance of services



- A description of any problems within the public right-of-way concerning construction material/stockpiles, accumulation of debris, street failures, downed traffic signs, standing water, overgrown vegetation and any other maintenance problems, whether or not these problems affect the performance of the Contractor's services

The Weekly Report shall be signed by a company representative legally qualified to represent the Contractor.

Personnel:

The Contractor shall employ competent and experienced drivers and mechanics for the performance of the contract services. The determination of the competency of the Contractor's personnel is subject to the approval of the City. All drivers shall possess a valid California Drivers License of the class required for the equipment operated. The drivers and other agents of the Contractor shall be in uniform or other suitable attire while performing the contract services. The suitability of the attire is subject to the approval of the City.

Equipment:

All equipment used for the performance of this contract shall be standard heavy-duty mechanical or vacuum street sweeping equipment necessary to properly clean streets of litter, dirt, rocks, leaves and other debris. In no event will the contractor utilize any equipment which is more than five (5) years old. The Contractor must show proof of ownership or a signed lease for each piece of equipment listed in the bid proposal.

All equipment used for the performance of the Contractor's services shall be equipped with adequate warning devices and lights for safe operation. Also, all equipment used by the Contractor shall conform to the requirements of the State of California Department of Motor Vehicles, the California Highway Patrol and any other applicable governing bodies.

All Equipment used in the performance of the Contractor's services must be registered and insured in accordance with the State of California Department of Motor Vehicles.

All equipment used in the performance of the Contractor's services must be equipped with an efficient water spray system for dust control, and the spray system must be maintained in good operating condition.

All sweeping equipment used for the performance of the Contractor's services shall be equipped with communication equipment which will allow the Contractor's main office to contact the sweeper drivers.

All equipment used for the performance of the Contractor's services shall be kept in a neat and clean appearance, maintained in top mechanical condition and properly adjusted from an operational and from a safety standpoint. The Contractor shall at all times maintain adequate standby sweeping equipment to be used in the event of equipment breakdown.

The equipment used to sweep the parking lot of the Tennis and Swim Center shall be a low profile, parking lot type sweeper, due to the oak tree canopy situation in the lot.

The Agency does not have suitable sites for storage of street sweeping equipment, and the Contractor is responsible for making any arrangements required, at no cost to the City.



Water:

The Contractor shall make his own arrangements for providing water for all sweeping services in the City, at no cost to the City.

Refuse Disposal:

The Contractor shall dispose of all refuse collected by hauling same to Los Angeles County Sanitation District #2, Lost Hills Landfill.

Measurement and Payment:

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the contract unit prices or lump sum price for the items of work bid and shall include all costs for labor, materials, refuse disposal and equipment required for the execution of the work unless otherwise set forth.

The following sets forth a general description of the type of work for each bid item listed in the schedule, but is not intended to be all inclusive. All work specifically shown, called for, or indicated in the Contract Documents shall be performed whether or not specifically listed under an item description.

Street Sweeping Schedules and List of Streets:

Route 1 - Monday		
Adamor Rd	Hot Springs Pl	Park Miramar
Agoura Rd	Kenrose Cir	Parkmor Rd
Alizia Canyon Dr	Las Virgenes Rd	Paseo Primario
Arroyo Willow Ln	Live Oak Ct	Philrich Cir
Belbert Cir	Lost Hills Rd	Parkway Calabasas
Cactus Tr	Lost Oak Ct	Poppyseed Pl
Calabasas Hills Rd	Lost Springs Dr	Raven Ct
Ceanothus Pl	Lupine Ln	Red Bluff Dr
Cold Springs St	Malibu Hills Rd	Roymor Dr
Cottonwood Grove Tr	Marigold Ct	Ruthwood Dr
Deer Trail Ct	Meadow Creek Ln	Sage Ct
Deerweed Tr	Mureau Rd	Shadow Hills Rd
Edenpark Dr	Oak Glen St	Sunflower Ct
Farmfield Rd	Oleander Ct	Thousand Oaks Blvd
Goldenrod Pl	Orchid Ln	Trana Cr
Greenview Rd	Park Entrada	Veva Way
Hatmor Dr	Park Granada	Willow Glen St

(Refer to Page 14, Schedule for street cleaning frequency)



Route 2 - Tuesday		
Adamsville Ave	Federlist Rd	Old Topanga Canyon Rd
Algonaut Dr	Founders Dr	Palais Pl
America Way	Freedom Dr	Park Mirasol
Belleau Ct	Galilee St	Paul Revere Dr
Blackbird Way	Ganelon Dr	Peacock Ct
Bluebird Dr	Harney Pl	Peale Dr
Bon Homme Rd	Hummingbird Wy	Pickney Dr
Brandywine Dr	Indals Pl	Pine Hollow Rd
Cairnloch St	Jameson Dr	Pulido Ct
Calipatria Dr	Jameson Pl	Schuylkill Dr
Carsamba Dr	Kearney St	Sea Wind Pl
Charlestown Dr	Kingfisher Rd	Sparrow Dell Dr
Daguerre Ave	Le Mans Dr	Ticonderoga Rd
Dardenne St	Liberty Bell Rd	Towhee Dr
De Grasse Dr	Lido Ct	Town Crier Rd
De Kalb Dr	Magna Carta Rd	Valdez Rd
Declaration Ave	Malibu Hills Rd	Valmar Rd
Delia Ct	Meadow Lark Dr	Via Del Prado
Dunmore Dr	Mourning Dove Way	Via Leonardo
Eddingham Ave	Mulholland Hwy	Waterford Way
Faubion Pl	Oak Hollow Rd	Wrencrest Dr

(Refer to Page 14, [Schedule](#) for street cleaning frequency)



Route 3 - Wednesday		
Agoura Rd	Park Allegra	Park Livorno
Alizia Canyon Dr	Park Andora	Park Madrid
Ambridge Dr	Park Antigua	Park Mallorca
Calabasas Rd	Park Aurora	Park Mariposa
Calamine Dr	Park Belmonte	Park Melinda
Cangas Dr	Park Capri	Park Milano
Canwood St	Park Contessa	Park Mirasol
Civic Center Way	Park Cordero	Park Monaco
Dantes View Dr	Park Corona	Park Olivo
De Berry Dr	Park Ensenada	Park Ora
Edgeware Dr	Park Esperanza	Park Serena
El Canon Ave	Park Fortuna	Park Sevilla
Esward Dr	Park Granada	Park Sienna
Garret Dr	Park Hacienda	Park Sorrento
Helmond Dr	Park Helena	Park Verona
Ludgate Dr	Park Hermosa	Park Vicente
Park Adelfa	Park Jacaranda	Parkville Rd
Park Alisal	Park Jazmin	

(Refer to Page 14, Schedule for street cleaning frequency)

Route 5 - Tuesday		
Aster Tr	Gladiola Dr	Poppy Dr
Canyon Dr	Lilac Tr	Summit Dr
Clover Tr	Locust Dr	Valley View Rd
Daisy Tr	Mesquite Dr	
Elm Dr	Pansy Tr	

(Refer to Page 14, Schedule for street cleaning frequency)

Arterials		
Agoura Rd	Mureau Rd	Park Sorrento
Calabasas Rd	Old Topanga / Valmar Rd	Pkwy Calabasas
Las Virgenes Rd	Park Capri	Thousand Oaks Blvd
Lost Hills Rd	Park Granada	
Mulholland Hwy	Park Sienna	

(Refer to Page 14, Schedule for street cleaning frequency)



Current Posted Streets:

Streets Swept on Monday

1. Las Virgenes Road (east side only) – from Parkmor to the cul-de-sac at the north end
Posted 8:00 a.m. to 11:00 a.m.
2. Thousand Oaks Blvd (both sides) – between Las Virgenes Road and Ruthwood Drive.
Posted 8:00 a.m. to 11:00 a.m.
3. Alizia Canyon Dr (south side) – from Parkmor to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (south side) – from Lost Hills east to the end of the cul-de-sac.
Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (south side) – from 27040 Malibu Hills Rd to Lost Hills Rd.
Posted 7:00 a.m. to 9:00 a.m.
6. Agoura Rd (north side) – from Las Virgenes Rd to Lost Hills Rd.
Posted 7:00 am to 9:00 a.m.

Streets Swept on Tuesday

1. Gladiola Dr (both sides) – from Valley View to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
2. Park Mirasol (east side) – from Park Sorrento to the end of the cul-de-sac.
Posted 8:00 a.m. to 11:00 a.m.
3. Park Sorrento (frontage) – from 23358 Park Sorrento to 23306 Park Sorrento.
Posted 8:00 a.m. to 11:00 a.m.
4. Malibu Hills Rd (north side) – from Lost Hills east to the end of the cul-de-sac.
Posted 7:00 a.m. to 9:00 a.m.
5. Malibu Hills Rd (north side) – from Lost Hills Rd to Agoura Rd.
Posted 7:00 a.m. to 9:00 a.m.
6. Eddingham Ave (both sides) – Mulholland Hwy to Dardenne.
Posted 10:00 a.m. to 1:00 p.m.



Streets Swept on Wednesday

1. Park Granada Blvd (south side) – between Park Capri and Park Sorrento.
Posted 8:00 a.m. to 11:00 a.m.
2. Park Sorrento (north side) – between Park Granada and 23459 Park Sorrento.
Posted 6:00 am to 7:00 am.
3. Park Mirasol (west side) – from Park Sorrento south to the end of the cul-de-sac.
Posted 8:00 a.m. to 11:00 a.m.
4. Park Sorrento (north side) – between 23459 Park Sorrento and 23351 Park Sorrento.
Posted 8:00 am to 9:00 am.
5. Alizia Canyon Dr (north side) – from Ruthwood to the end of the cul-de-sac.
Posted 9:00 a.m. to 11:00 a.m.
6. Agoura Rd (south side) – from Lost Hills Rd to 26520 Agoura Rd.
Posted 7:00 am to 9:00 am.

Fee Schedule

No.	Item Description	Est Quantity	Unit	Unit Price	No. of Cleanings / Yr	Annual Cost
1	Bi-weekly: Residential streets per General Scope of Services, Pg 7	79	Curb Mile	\$21.00	26	\$43,134.00
2	Weekly: Arterials per table, Pg 19	31	Curb Mile	\$21.00	52	\$33,852.00
3	Weekly: City Hall parking lot per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.00	52	\$1,300.00
4	Tennis & Swim Center per General Scope of Services, Pg 7	N/A	LS / Wk	\$25.00	52	\$1,300.00
5	Park Mirasol	0.5	Curb Mile	\$21.00	26	\$273.00

The contractor shall be responsible for calculating and providing unit prices for the schedule. The proposal schedule shall include all costs for services, labor, materials, equipment, and disposal fees associated in completing the work as specified in the RFP.

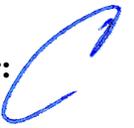
Bid Schedule Total (Annual Contract Amount): \$ 79,859.00

Bid Schedule Total (Annual Contract Amount in words):

Seventy nine thousand, eight hundred fifty-nine dollars and no cents

R. Anderson
 (Company Name of Bidder)

Date: April 23, 2013



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MAY 9, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: *JP* **ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR** *R. Parker*
JOHN BINGHAM, SENIOR MANAGEMENT ANALYST

SUBJECT: RECOMMENDATION TO AWARD A CONTRACT IN AN AMOUNT NOT TO EXCEED \$94,095.84 TO PRIDE INDUSTRIES FOR JANITORIAL SERVICES FOR CITY HALL AND THE LIBRARY FOR TWO YEARS.

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Recommendation to award a contract in an amount not to exceed \$94,095.84 to Pride Industries to provide Janitorial Services for City Hall and the Library for two years.

BACKGROUND:

After the completion of the Calabasas Civic Center in 2008 the City contracted with Pacific Building Care (PBC) for janitorial services for City Hall and the Library. After three years with PBC, staff issued a Request for Proposal (RFP) for the Calabasas Civic Center Janitorial Services to determine if the City was receiving the most efficient and economical service. Ten companies responded to the RFP and Come Land Maintenance Company was the lowest responsible bidder at that time. Staff worked with Come Land for almost a year and found their service unsatisfactory and terminated the contract. Pride Industries was the next lowest responsible bidder and the City has contracted with them since June 18, 2012. Pride has performed in an exceptional manner and staff recommends they be awarded a two year contract with no increase from the original bid amount.

DISCUSSION/ANALYSIS:

The Civic Center buildings are certified with a rating of Gold in Leadership in Energy and Environmental Design (LEED) and the City requires janitorial service providers to demonstrate that they are capable of maintaining a “green” cleaning and building maintenance program. Pride has demonstrated that it can maintain our environmental standards.

Pride Industries has over 45 years of experience in janitorial services and currently maintains over 30 million square feet of building space in over 11 states. It currently services the cities of Port Huenum, Roseville, Modesto and Woodland and the County of Ventura Health Care Agency and the Naval Base facility in Ventura County. Pride is committed to “Green Cleaning” and incorporates Material Safety Data Sheets, Green sealed-certified cleaning products, materials and training to effectively help improve safety and health and maintain environmental clean practices.

REQUESTED ACTION:

Recommendation to award a contract in an amount not to exceed \$94,095.84 to Pride Industries for janitorial services for the Calabasas City Hall and Library for two years.

ATTACHMENTS:

Professional Services Agreement between the City of Calabasas and Pride Industries to provide janitorial Services for City Hall and the Library.

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / *Pride Industries*)

1. IDENTIFICATION

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

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: Janitorial Services for the Calabasas City Hall and Library.
- 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 the City’s Request for Proposal – Calabasas Civic Center Janitorial Services and Consultant’s 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 Bid Form dated May 9, 2011 and submitted as the fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2013.
- 3.4 “Expiration Date”: June 30, 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.

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-four thousand and ninety-six Dollars (\$94,096.00) 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. **Mario Molina/Tim Vanover** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

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

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

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

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

11. INSURANCE

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

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

14. 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: John Bingham
Telephone: (818) 224-1600
Facsimile: (818) 225-7324

If to Consultant:

Peter Berghuis, Sr. Vice President
Integrated Facilities Services
Pride Industries
10030 Foothills Blvd.
Roseville, CA 95747
Telephone: (916) 788-2100
Facsimile: (916) 788-2565

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”
Pride Industries

By: _____
Anthony M. Coroalles, City Manager

By: _____
Peter Berghuis, Sr. Vice President, IFS

Date: _____

Date: _____

By: _____
Co-Authorized Signer, Level of Officer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK



CITY *of* CALABASAS

Calabasas Civic Center Janitorial Services

PURPOSE AND DESCRIPTION OF SERVICES

The Calabasas Civic Center consists of two buildings built in 2008: a one-story 25,059 square foot Library and a two-story 27,733 square foot City Hall, which are LEED (Leadership in Energy and Environmental Design) certified with a rating of Gold. Specialty requirements, which are incorporated into the requirements of the RFP, are involved in maintaining the LEED certification of Gold. The City of Calabasas has implemented a “green” cleaning and building maintenance program that both increases health/safety for occupants and maintenance staff and minimizes harmful effects to the environment. The program will satisfy these goals by reducing exposure of building occupants and maintenance staff to harmful airborne elements commonly associated with building operations and maintenance activities (such as particulate matter, hazardous chemicals, and biological hazards), and by implementing a maintenance program that reduces impact on the environment through careful selection of cleansing agents, sustainable cleaning practices and use of recycled paper products.

The City of Calabasas is seeking proposals from companies to provide “green” janitorial services for the Calabasas City Hall and Library, which includes a public meeting room and public restrooms.

- 1) **STANDARD OPERATING PROCEDURES:** The successful bidder will be required to demonstrate that a comprehensive green cleaning/housekeeping program is in place to help maintain the LEED certification. Specifically, the company will provide a standard operating procedures manual (SOP) that describes general cleaning procedures, procedures for chemical mixing, handling and storage, powered equipment operations and maintenance, communication protocols, training, and record keeping and reporting protocols. Common cleaning protocols shall include use of re-usable cloths and/or microfiber technology in lieu of paper products, which shall be cleaned or laundered prior to subsequent use. The SOP shall also include procedures for recycling that include inspection and cleaning of recycling containers, and collection, source separation and removal of materials.

The company will supply their employees with all equipment (vacuums, polishers, etc.) rags, mops, brooms, waxes and cleaners. **The City provides its own dispenser supplies: toilet paper, paper towels, toilet seat protectors, liquid disinfectant hand soap, feminine hygiene products and plastic trash container liners.** The City provides janitorial closets for storage of all equipment, materials, and supplies necessary

for the buildings. The contractor must maintain the janitorial closets in a neat, safe, sanitary, and odor-free condition.

- a) **TRAINING:** The successful bidder will be responsible for including a procedural requirement for operations staff to comply with the SOP, including a written program for training and implementation. The program will include comprehensive training of personnel in the standard operating procedures including scheduling, chemical handling, mixing and storage, equipment operation and maintenance, and safety procedures including how to address accidents such as air contamination caused by chemical reactions, spills and/or water leaks, etc. Training shall be a combination of on-site, site specific training tailored to the special needs of the building and annual training regarding basics for safety, tools, techniques and applicable environmental standards. Records shall be kept documenting every employee's training.
- b) **COMMUNICATION:** A communication protocol shall be developed so that there is an open line of communication between the company, the cleaning staff, and the City, including building occupants, so that suggestions can be communicated freely to reduce inefficiencies or wasteful practices either by building occupants or by cleaning staff. A protocol shall be set up to address occupant concerns regarding hazardous chemicals or potential contaminants, or to address concerns by occupants about the use or presence of certain cleaning products/chemicals, etc. The City shall be provided a list of all chemicals/products that may potentially be used to maintain the building. Cleaning staff shall communicate to the City about the presence of pests and any maintenance issues discovered while performing its duties.
- c) **SCHEDULING:** The SOP will include a routine cleaning schedule tailored to the frequency of use of an area. High traffic and special needs areas such as building entryways, bathrooms, applicable hallways, and food preparation areas will be cleaned more frequently, and low traffic areas with less frequency as needed. Cleaning schedules will also take into account building material manufacturer's specifications for cleaning. The schedule will be reviewed periodically for adequacy and possible adjustment. The scheduling plan will also include regular scheduled maintenance of equipment to ensure proper operation. The company will provide a weekly checklist showing each scheduled day's tasks accomplished and will post this checklist next to the Janitorial Room door. These checklists will be submitted to the City during the quarterly facility walk-through inspection. The company shall be available for on-call services due to emergencies or special requests when requested by the City.

The company will be required to provide documentation of staff training, tracking the purchasing of cleaning supplies by type (including verification of Green Seal certifications, recycled content information, Carpet and Rug Institute Green Label certification, etc.), consumption rates of cleaning products, maintenance records of the powered cleaning equipment, and periodic reports (quarterly at a minimum) by the

cleaning staff's manager on the activities/tasks accomplished and adherence to the written standards.

- 2) **CLEANING MATERIALS:** All cleaning supplies/products will be required to meet the Green Seal Program (GS-34, GS-37 and GS-40) requirement. This will ensure that all cleaning products are low VOC, non-toxic, non-carcinogenic, non-skin-irritating, non-combustible, non-animal tested, biodegradable, non-eutrophic, come with recyclable or recycled content packaging, and come in concentrate form. The successful bidder shall maintain Material Safety Data Sheets (MSDS) which shall be made available to management, cleaning staff, and building occupants upon request in a timely fashion.
- 3) **POWERED CLEANING EQUIPMENT:** All powered cleaning equipment shall be required to meet the Green Seal Program (GS-42, Section 3.3) requirements. This includes vacuum cleaners with a Carpet and Rug Institute Green Label Program Certificate, floor equipment with low emission propane engines, other floor maintenance equipment fitted with devices to capture particulates, and power scrubbing machines equipped with a control method for variable rate cleaning fluid dispensing (to optimize fluid use). All machinery shall operate at a noise level of less than 70 dBA to the extent possible. Documentation by the successful bidder shall be required to demonstrate compliance with these requirements. A log shall be kept for all powered janitorial equipment to document the date of equipment purchase and all repair and maintenance activities and include manufacturer's technical materials for each type of equipment in use in the logbook.

4) **SCOPE OF SERVICES:**

A. DAILY MAINTENANCE

1. **City Hall and Council Chambers** – Full details regarding City Hall can be found in Appendix B. **Using approved standard operating procedures, cleaning materials, and equipment,** provide services on Monday, Tuesday, Wednesday, Thursday and Friday, beginning after 11:00 p.m. and ending no later than 6:00 a.m., of each week to typically include the following per visit (depending on the approved schedule):
 - Empty all trash and recycling receptacles and return them to original places. If liners are soiled with food or drinks, change them. *Please note:* Trash and recycling areas are located on the exterior rear of the building.
 - Wipe down countertops, work surfaces, cabinet doors and drawer fronts in all cubicles, offices, conference rooms, copy rooms and public counter and lobby areas.
 - Clean and disinfect the upstairs and downstairs break rooms, including, sinks, counters, tables, coffee makers, and microwaves. Wash any dirty dishes.
 - Wet mop and disinfect lobby and all non-carpeted floors.
 - Clean and polish handrails in stairwell.

- Dust and polish all wood surfaces and conference tables, organize chairs properly.
 - Vacuum all carpeted areas. Move and replace chairs.
 - Spot clean carpeting to remove gum, oil, and any other miscellaneous spots.
 - Clean glass entry doors and sidelights to be free of dirt and fingerprints.
 - Clean, disinfect and polish drinking fountains.
 - Sweep outside entry area to remove leaves, dirt and debris.
 - Properly dispose of waste water.
 - Shut off manual room light switches at the end of work shift.
 - Leave doors as found (open/closed) at the end of work shift.
2. **Library, Founders Hall/Multi-Purpose Room and Bookstore** – Full details regarding the Library can be found in Appendix C. **Using approved standard operating procedures, cleaning materials, and equipment,** provide services on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday, beginning after 10:00 p.m. and ending no later than 6:00 a.m., of each week to typically include the following per visit (depending on the approved schedule):
- Empty all trash and recycling receptacles and return them to original places. If liners are soiled with food or drinks, change them. *Please note:* Trash and recycling areas are located on the exterior rear of the building.
 - Wipe down countertops, work surfaces, cabinet doors and drawer fronts in all cubicles, offices, study/meeting rooms, copy rooms, public counter, children’s room, reading areas, technology room bookstore, assembly hall and lobby areas.
 - Clean and disinfect visitor work surfaces, children’s room furniture, and all hardback chairs.
 - Vacuum all carpeted areas and entry mats. Move and replace chairs.
 - Spot clean carpeting to remove gum, oil, and any other miscellaneous spots.
 - Clean and disinfect break room, including, sink, counters, tables, coffee maker, and microwaves. Wash any dirty dishes.
 - Clean and polish conference tables, organize chairs properly.
 - Clean, disinfect, and restock the restrooms.
 - Wet mop and disinfect lobby and all tile floors.
 - Dust and polish all wood surfaces.
 - Clean glass entry doors and sidelights to be free of dirt and fingerprints.
 - Vacuum and/or sweep outside entry area and mats.
3. **Public Restrooms in City Hall and Library**
- Empty all trash receptacles and return them to original places. If liners are soiled, change them.
 - Clean and disinfect countertops, sinks, bathroom privacy walls, restroom fixtures, shower and restock all paper supplies and hand soap.

- Wet mop and disinfect all tile floors ensuring all areas around base of toilets and urinals, in corners, along mop boards, under sinks, trash cans, and around partition legs, and vanity are thoroughly cleaned. Wipe down all mop boards to eliminate water/wax splashes.
- Wipe entry doors to public restrooms.

B. WEEKLY MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services on Tuesday of each week:

1. **City Hall and Council Chambers**

- Wipe down or vacuum chair upholstery.
- Spot clean all walls.
- Dust furniture, book shelves, sill ledges (including lobby window sills), light fixtures and picture frames.
- Disinfect visitor seating hard surfaces.
- Remove high and low cobwebs.
- Wipe down patio furniture on upstairs terraces.

2. **Library, Assembly Hall and Bookstore**

- Dust furniture, book shelves, sill ledges, light fixtures and picture frames.
- Remove high and low cobwebs; *please note:* ceilings are 25 feet.
- Spot clean all walls.

C. MONTHLY MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services during the 2nd week of every month:

1. **City Hall and Council Chambers**

- Clean and disinfect refrigerator.
- Damp clean all wood base molding.
- Perform high dusting on ceiling vents, top of book shelves and wainscots.
- Clean interior of all glass windows and skylights.
- Exterior of all glass windows to be cleaned on a quarterly basis.

2. **Library, Assembly Hall and Bookstore**

- Damp clean all wood base molding.
- Clean and disinfect refrigerator.
- Perform high dusting on ceiling vents, top of book shelves and wainscots.
- Wipe clean and disinfect metal magazine shelf racks.
- Clean interior and exterior of all glass windows and skylights.

D. SEMI-ANNUAL MAINTENANCE: Using approved standard operating procedures, cleaning materials, and equipment; provide the following services during the 1st weekend in October and June:

1. **City Hall and Council Chambers**
 - Steam clean carpeting, ensuring that it is dry prior to the start of the next City Hall business day.
 2. **Library, Assembly Hall and Bookstore**
 - Steam carpeting, ensuring that it is dry prior to the start of the next Library business day.
- 4) **FACILITY WALK-THROUGH INSPECTION:** A facility walk-through inspection will be conducted on a bi-weekly or as needed. The walk-through will be conducted with the successful bidder and the City staff to evaluate services. The Contractor will identify a contact person to resolve issues if problems should occur prior to the bi-weekly or as needed walk-through.

APPENDIX B

Maintenance Facts: **City Hall**

Building (BOMA) SF: 27,733 SF
Number of Stories: 2
Enclosed Offices: 11
Cubicles: 62
Conference rooms: 6
Council Chamber: seats 110 persons
Restroom facilities:
 Downstairs Women: 4 stalls, 2 sinks
 Upstairs Women: 4 stalls, 2 sinks
 Downstairs Men: 4 stalls, 2 urinals, 2 sinks
 Upstairs Men: 3 stalls, 1 urinal, 2 sinks
 Janitor's closets; One each floor
Pantries: One each floor
Maintenance Storage: 2nd floor, 84sf
Restroom Accessories
 Men's:
 Toilet seat cover and toilet paper dispenser (Bobrick# 3474)
 Women's:
 Toilet seat cover/TP and sanitary napkin disposal (Bobrick #3574)
 Roll paper towel dispenser and waste recept. (Bobrick#3961)

Walls: Gypsum Board throughout with the following exceptions;
 Wood and fabric paneling in lobbies and council chambers;

Ceramic tile in restrooms.

Floor Surfaces:

Carpet throughout with the following exceptions:

Marmoleum in all food pantries with vinyl base;

Quarry Tile in public lobbies with stone base and trim;

Open steel tread on enclosed stairwells;

Glass Fiber Reinforced Concrete (GFRC) on the grand staircase, with tile risers.

Ceilings:

T-bar drop in ceilings throughout, with the exception of:

Acoustic wood veneer panel at the council chambers

Open truss gypsum board ceiling at second floor cubicles

Gypsum board at stairwells, lobbies and restrooms

APPENDIX C

Maintenance Facts: **Library**

Building (BOMA) SF: 25,059SF
Number of Stories: 1
Enclosed Offices: 5
Specialty rooms: 2 (children's story and friends bookstore)
Cubicles/wk. stations: 15
Conference/Study rooms: 6
Assembly Hall: seats 220 persons
Library Stacks: extensive open shelving
Library Reading Areas: extensive open shelving
Technology Room: 16 computer stations, 750sf
Pantries: 2
Restroom facilities:
 Women: 8 stalls, 3 sinks
 Men: 3 stalls, 3 urinals, 3 sinks
Janitor's closets/storage: 2 (one room @ 140sf)
Restroom Accessories:
 Men's:
 Toilet seat cover and toilet paper dispenser (Bobrick# 3474)
 Women's:
 Toilet seat cover/TP and sanitary napkin disposal (Bobrick #3574)
 Roll paper towel dispenser and waste recept. (Bobrick#3961)

Walls: Gypsum Board throughout with the following exceptions;
 Wood and fabric paneling in grand lobby and Assembly Hall;
 Ceramic tile in restrooms.

Floor Surfaces: (see plans for detail)
 Carpet throughout with the following exceptions:
 Marmoleum in all food pantries with vinyl base;
 Cast stone tile in public lobbies with stone base and trim;
 Wood in Assembly Hall

Ceilings: (see plans for detail)
 T-bar drop in ceilings throughout, with the exception of:
 Acoustic wood veneer panel at the Assembly Hall
 Gypsum board at lobby and restrooms

**EXHIBIT B
APPROVED FEE SCHEDULE**

**BID FORM
FOR CITY OF CALABASAS
JANITORIAL SERVICES**

AREA	BID AMOUNT
A. City Hall and Council Chambers, including public restrooms	\$1969.30 per month
B. Library, Assembly Hall and Bookstore, including public restrooms	\$1950.86 per month
TOTAL BID PROPOSAL	\$3920.16 per month

<p>Company Name: PRIDE Industries One, Inc.</p>
<p>Address: 10030 Foothills Blvd. Roseville, CA 95747</p>
<p>Telephone: 916 788-2312</p>
<p>Name of Person Submitting Bid: Peter Berghuis</p>
 _____ Signature
_____ Senior Vice President, Integrated Facilities Services Title

ORIGINAL



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MAY 22, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM: *RJ* ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR
AS STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE
MANAGER**

SUBJECT: AUTHORIZATION TO APPROVE CONTRACT CHANGE ORDERS FOR VENCO WESTERN, INC. IN THE AMOUNT OF \$303,564 TO FUND FY 2013-14 REGULAR MONTHLY LANDSCAPE MAINTENANCE AND REQUIRED NEEDED WORK IN FOUR SPECIFIED ZONES AS PART OF SPECIFICATION NO. 08-09-02 COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22.

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Authorization to approve contract change orders for Venco Western, Inc. in the amount of \$303,564 to fund FY 2013-14 regular monthly landscape maintenance and required needed work in four specified Zones as part of Specification No. 08-09-02 Common Area Landscape Maintenance for Specified Homeowner Associations within Landscape Lighting Act District 22.

BACKGROUND

:

In 2009, the four (4) 2-year landscape maintenance contracts were awarded to Venco Western, Inc. and became effective June 23, 2009. The city has extended these contracts for each year for the past two years; this year's contract extension is the third and final one.

In 2010 LLAD 22 member Calabasas Ridge HOA (Zone 18) parcel owners voted to leave the District. In May 2012 the LLAD 22 member Vista Pointe HOA (Zone 19) board of directors voted to hire a private landscape contractor for their HOA's landscape maintenance needs. The remaining four HOA (Zone) member contracts are: Calabasas Country Estates, Calabasas Park Estates, Clairidge and Palatino.

Staff is requesting \$259,564 to fund FY 2013-14 regularly scheduled monthly maintenance for the remaining four contracts, which this year includes an annual CPI increase of 2.03%.

The cost of certain required needed work is covered in the bid specification under the Unit Price List. The city's landscape manager is authorized to budget and utilize available monies for this work.

Based on past fiscal year expense history, in order to maintain Landscape Lighting act District 22 landscape in quality condition, it is projected that \$44,000 will be required to fund authorized needed work (see cost breakout chart below).

The total cost of funding FY 2013-14 regularly scheduled monthly landscape maintenance and authorized needed work is \$303,564.

Landscape Lighting Act District 22

Zone No. & Name	Insect & Disease Control	Irrigation Repair	Landscape Refurbishment	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Tree Trimming	Tree Removal	Total Authorized Extra Work	2013-14 Contract Year
5- Calabasas Country Estates	500	6,000	1,500	500	0	0	1,000	1,000	10,500	26,732
8 - Calabasas Park Estates	0	0	0	0	0	0	0	0	0	140,801
10 - Clairidge	1,000	9,000	1,000	7,000	0	1,000	6,000	1,000	26,000	46,934
14 - Palatino	0	7,500	0	0	0	0	0	0	7,500	45,097
TOTAL									44,000	259,564
Grand Total										303,564

FISCAL IMPACT/SOURCE OF FUNDING:

Fund: 22-322 – Landscape Maintenance District #22

These budgeted funds exist in the four Landscape Lighting Act District 22 Zones.

REQUESTED ACTION:

Authorization to approve contract change orders for Venco Western, Inc. in the amount of \$303,564 to fund FY 2013-14 regular monthly landscape maintenance and required needed work in four specified Zones as part of Specification No. 08-09-02 Common Area Landscape Maintenance for Specified Homeowner Associations within Landscape Lighting Act District 22.

ATTACHMENTS:

Exhibit A: Articles of Agreement Palatino Homeowners Association Specification No. 08-09-02

Exhibit B: Articles of Agreement Calabasas Park Estates Homeowners Association Specification No. 08-09-02

Exhibit C: Articles of Agreement Clairidge Homeowners Association Specification No. 08-09-02

Exhibit D: Articles of Agreement Calabasas Country Estates Homeowners Association Specification No. 08-09-02

Exhibit E: Palatino HOA Contract Change Order No. 4

Exhibit F: Calabasas Park Estates HOA Contract Change Order No. 4

Exhibit G: Clairidge HOA Contract Change Order No. 4

Exhibit H: Calabasas Country Estates HOA Contract Change Order No. 4

ARTICLES OF AGREEMENT

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

PALATINO HOMEOWNERS ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this **25th day of February, 2009**, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and **VENCO WESTERN, INC.**, a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

ARTICLE III: Compensation

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

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 Subcontract under 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.

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

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to 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.

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

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The AGREEMENT documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of the utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Affect

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

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Calabasas, California.

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

CITY: Robert Yalda
Director of Public Works

CONTRACTOR: Linda Burr
President

CITY OF CALABASAS
100 Civic Center Way
Calabasas, CA 91302-3172

VENCO WESTERN, INC.
2400 Eastman Avenue
Oxnard, CA 93030

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority To Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

D. The waiver by AGENCY 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.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. 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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

CONTRACTOR:

VENCO WESTERN, INC.

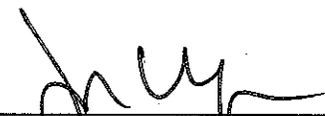


Linda Burr, President
Contractor's License No. 562295

Subscribed and sworn to this 11TH day of JUNE, 2009.

NOTARY PUBLIC _____ (SEAL)

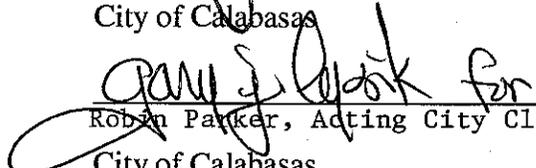
AGENCY:



Joanthon Wolfson, Mayor
City of Calabasas

6/22/09
Date

ATTESTED:



Robyn Parker, Acting City Clerk
City of Calabasas

6/23/09
Date

APPROVED AS
TO FORM:



Daniel A. Ballin, City Attorney
City of Calabasas

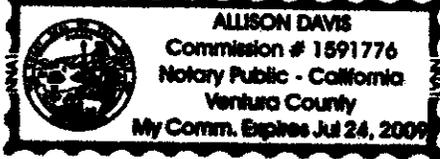
6/18/09
Date

(EXECUTE IN DUPLICATE)

State of California
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH
day of JUNE, 2009, by LINDA BURR

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Allison Davis

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/26/2009

PRODUCER (805)585-6156 FAX (805)585-6256
 TWIW Insurance Services, LLC - Lic #0E52073
 Tolman & Wiker Insurance
 196 S. Fir St., P.O. Box 1388
 Ventura, CA 93002-1388 Attn: Lauren Najjarpour

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: American States Insurance Co	19704A
INSURER C: RSUI Indemnity Company	22314
INSURER D: Pennsylvania Manuf Assoc-Ins	12262
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA000006515-05 EXCLUDES ALL WRAP/OCIP WORK	02/01/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG451837-7	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
		GARAGE LIABILITY: <input type="checkbox"/> ANY AUTO				
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHN223654	04/09/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PMAIWC104019100	12/26/2008	12/26/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Excess Auto Liability	01XS155861-10	02/01/2009	02/01/2010	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GL: Certificate Holder, its Officials, Employees & Agents, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) & Palantino are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract.

*Excludes all WRAP/OCIP Work per attached form CG21540196.

*10 Days for Non-Payment of Premium.

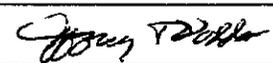
CERTIFICATE HOLDER

City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Jeffrey Dodds/LEN



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

FAITHFUL PERFORMANCE BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00--), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

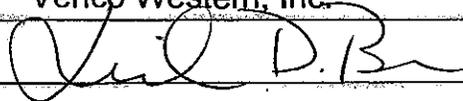
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR*

Venco Western, Inc.

By:



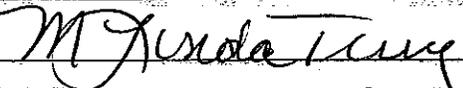
2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY*

Arch Insurance Company

369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991

By:



M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this ___ day of _____, 20__

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California
County of Ventura

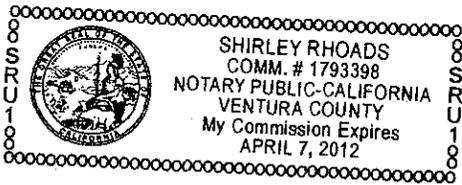
On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



[Handwritten Signature]

Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

Executed in duplicate

Bond No. SU1100699

Premium included in Performance Bond

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

PAYMENT BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as ^{Venco Western, Inc.} CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00—) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ^{20th} day of February 2009.

Contractor* Venco Western, Inc.

Surety* By: _____

Arch Insurance Company

By: M. Linda Terry
M. Linda Terry, Attorney-in-fact

See Performance Bond

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

June 24, 2009

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

ARTICLES OF AGREEMENT

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

CALABASAS PARK ESTATES HOMEOWNER ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

ARTICLE III: Compensation

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

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 Subcontract under 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.

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

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to 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.

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

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The AGREEMENT documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of the utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Affect

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

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Calabasas, California.

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

CITY: Robert Yalda
Director of Public Works

CONTRACTOR: Linda Burr
President

CITY OF CALABASAS
100 Civic Center Way
Calabasas, CA 91302-3172

VENCO WESTERN, INC.
2400 Eastman Avenue
Oxnard, CA 93030

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority To Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

D. The waiver by AGENCY 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.

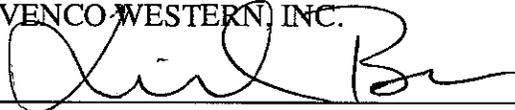
E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. 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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

CONTRACTOR:

VENCO WESTERN, INC.

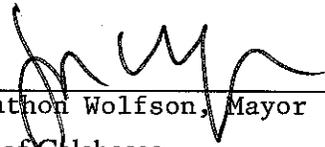


Linda Burr, President
Contractor's License No. 562295

Subscribed and sworn to this 11TH day of JUNE, 2009.

NOTARY PUBLIC _____ (SEAL)

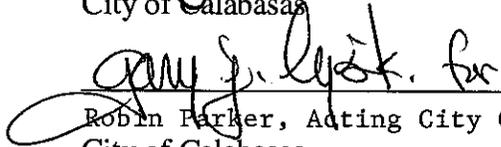
AGENCY:



Jonathon Wolfson, Mayor
City of Calabasas

6/22/09
Date

ATTESTED:



Robin Parker, Acting City Clerk
City of Calabasas

6/23/09
Date

APPROVED AS
TO FORM:



Daniel A. Ballin, City Attorney
City of Calabasas

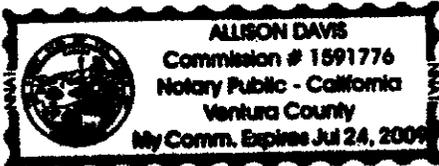
6/18/09
Date

(EXECUTE IN DUPLICATE)

State of California
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH
day of JUNE, 2009, by LINDA BURR

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Allison Davis

ACORD CERTIFICATE OF LIABILITY INSURANCE

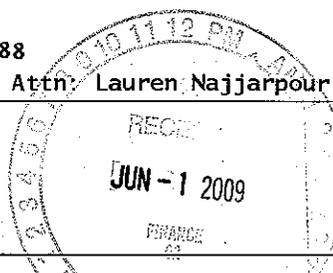
DATE (MM/DD/YYYY)
05/26/2009

PRODUCER (805)585-6156 FAX (805)585-6256
 TWIW Insurance Services, LLC - Lic #0E52073
 Tolman & Wiker Insurance
 196 S. Fir St., P.O. Box 1388
 Ventura, CA 93002-1388 Attn: Lauren Najjarpour

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: American States Insurance Co	19704A
INSURER C: RSUI Indemnity Company	22314
INSURER D: Pennsylvania Manuf Assoc Ins	12262
INSURER E:	

INSURED
 Venco Western, Inc.
 2400 Eastman
 Oxnard, CA 93030



COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR EXCLUDES ALL WRAP/OCIP WORK GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA000006515-05	02/01/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Exc 1 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG451837-7	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
C		EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHN223654	04/09/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PMAIWC104019100	12/26/2008	12/26/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Excess Auto Liability	01XS155861-10	02/01/2009	02/01/2010	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GL: Certificate Holder, its Officials, Employees & Agents, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) & Calabasas Park Estates are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract.

*Excludes all WRAP/OCIP Work per attached form CG21540196.

*10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER

CANCELLATION

City of Calabasas
 100 Civic Center Way
 Calabasas, CA 91302

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

AUTHORIZED REPRESENTATIVE

Jeffrey Dodds/LEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

FAITHFUL PERFORMANCE BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00—), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

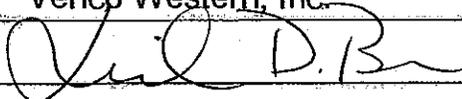
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR*

Venco Western, Inc.

By:



2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY*

Arch Insurance Company

369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991

By:



M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this _____ day of _____, 20__

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California
County of Ventura

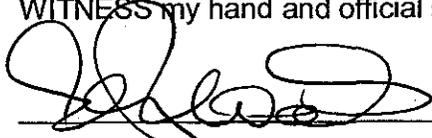
On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

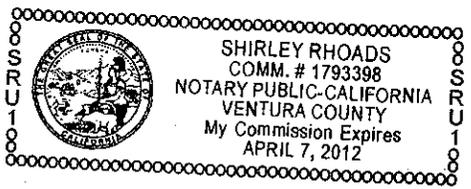
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



Signature of Notary Public



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

PAYMENT BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as ^{Venco Western, Inc.} CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00--) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor; that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February 2009.

Contractor* Venco Western, Inc.

Surety* By:

Arch Insurance Company

By: M. Linda Terry
M. Linda Terry, Attorney-in-fact

See Performance Bond

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

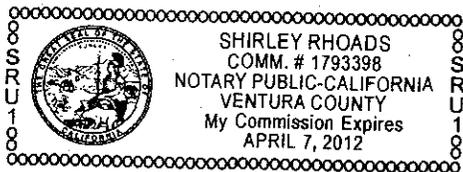
State of: California
 County of Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.

[Handwritten Signature]
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

June 24, 2009

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koeppe
Executive Assistant
Administrative Services

Enclosure

ARTICLES OF AGREEMENT

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

CLAIRIDGE HOMEOWNERS ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

ARTICLE III: Compensation

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

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 Subcontract under 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.

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

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to 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.

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

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The AGREEMENT documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of the utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Affect

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

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Calabasas, California.

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

CITY: Robert Yalda
Director of Public Works

CONTRACTOR: Linda Burr
President

CITY OF CALABASAS
100 Civic Center Way
Calabasas, CA 91302-3172

VENCO WESTERN, INC.
2400 Eastman Avenue
Oxnard, CA 93030

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority To Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

D. The waiver by AGENCY 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.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. 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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

CONTRACTOR:

VENCO WESTERN, INC.



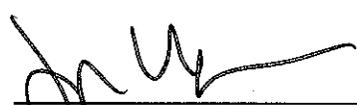
Linda Burr, President

Contractor's License No. 562295

Subscribed and sworn to this 11TH day of JUNE, 2009.

NOTARY PUBLIC _____ (SEAL)

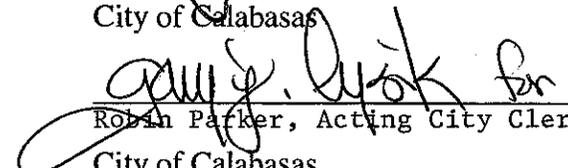
AGENCY:



Jonathon Wolfson, Mayor
City of Calabasas

6/22/09
Date

ATTESTED:



Robin Parker, Acting City Clerk
City of Calabasas

6/23/09
Date

APPROVED AS
TO FORM:



Daniel A. Ballin, City Attorney
City of Calabasas

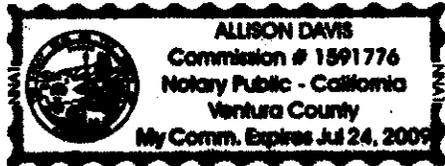
6/28/09
Date

(EXECUTE IN DUPLICATE)

State of California
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH
day of JUNE, 2009, by LINDA BURR

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Allison Davis

ACORD CERTIFICATE OF LIABILITY INSURANCE

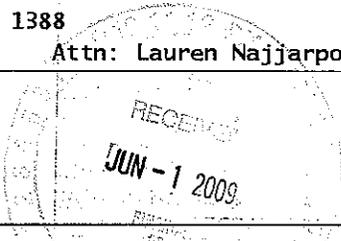
DATE (MM/DD/YYYY)
05/26/2009

PRODUCER (805)585-6156 FAX (805)585-6256
 TWIW Insurance Services, LLC - Lic #0E52073
 Tolman & Wiker Insurance
 196 S. Fir St., P.O. Box 1388
 Ventura, CA 93002-1388 Attn: Lauren Najjarpour

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

INSURED
 3 Venco Western Inc.
 2400 Eastman
 Oxnard, CA 93030

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Admiral Insurance Company	24856
INSURER B:	American States Insurance Co	19704A
INSURER C:	RSUI Indemnity Company	22314
INSURER D:	Pennsylvania Manuf Assoc Ins	12262
INSURER E:		



COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY* <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR EXCLUDES ALL WRAP/OCIP WORK GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CA000006515-05	02/01/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Exc'l PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01CG451837-7	02/01/2009	02/01/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NHN223654	04/09/2009	02/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PMAIWC104019100	12/26/2008	12/26/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B		OTHER Excess Auto Liability	01XS155861-10	02/01/2009	02/01/2010	Each Occurrence: \$1,000,000 Aggregate: \$1,000,000 Retention: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 GL: Certificate Holder, its Officials, Employees & Agents, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) & Clairidge are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract.
 *Excludes all WRAP/OCIP Work per attached form CG21540196. *10 Days for Non-Payment of Premium.

CERTIFICATE HOLDER	CANCELLATION
City of Calabasas 100 Civic Center Way Calabasas, CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Jeffrey Dodds/LEN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- This insurance does not apply to "bodily injury" or "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

FAITHFUL PERFORMANCE BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00—), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR*

Venco Western, Inc.

By:

2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY*

Arch Insurance Company

369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991

By:

M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this ___ day of _____, 20__

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California
County of Ventura

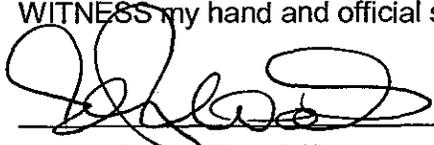
On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

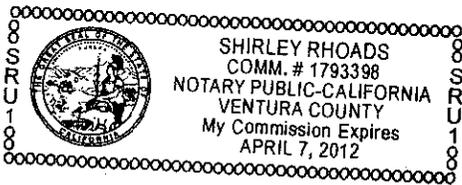
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.



Signature of Notary Public



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

Executed in duplicate

Bond No. SU1100699

Premium included in Performance Bond

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

PAYMENT BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as ^{Venco Western, Inc.} CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00—) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ^{20th} day of February 2009.

Contractor*

Venco Western, Inc.

Surety*

By:

Arch Insurance Company

By:

M. Linda Terry

M. Linda Terry, Attorney-in-fact

See Performance Bond

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

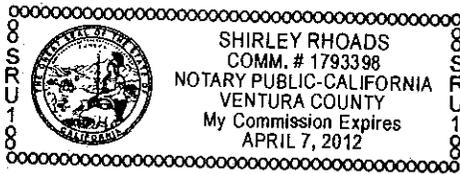
State of: California
County of: Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY of CALABASAS

June 24, 2009

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koeppe
Executive Assistant
Administrative Services

Enclosure

ARTICLES OF AGREEMENT

COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

CALABASAS COUNTRY ESTATES HOMEOWNER ASSOCIATION

THIS COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02, AGREEMENT ("AGREEMENT") is made and entered into for the above-stated project this 25th day of February, 2009, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as "AGENCY", and VENCO WESTERN, INC., a California corporation, hereafter designated as "CONTRACTOR."

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the **COMMON AREA LANDSCAPE MAINTENANCE FOR SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22 IN THE CITY OF CALABASAS, CALIFORNIA, SPECIFICATION NO. 08-09-02**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two (2) signed copies of the AGREEMENT, two (2) signed copies of required bonds; one (1) copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively referred to herein as the "Contract Documents"). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the awarding

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

ARTICLE III: Compensation

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

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to 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.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR. Upon satisfactory completion of this AGREEMENT, the securities shall be returned to CONTRACTOR.

At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and

rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT shall be considered as included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to 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 Subcontract under 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.

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

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

CONTRACTOR shall strictly adhere to the provisions of the Labor Code regarding the 8-hour day and the 40-hour week, overtime, Saturday, Sunday and holiday work and nondiscrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or sexual orientation, except as provided in Section 12940 of the Government Code. Pursuant to the provisions of the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by CONTRACTOR's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one

week, at not less than one and one-half times the basic rate of pay. CONTRACTOR shall forfeit as a penalty to 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.

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

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The AGREEMENT documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of the utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.

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

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the contract. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E "Standard Specifications" of the Contract Documents.

B. This AGREEMENT is further subject to Workers' Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

CONTRACTOR shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of CONTRACTOR's employees employed at the site of improvement; and, if any work is sublet, CONTRACTOR shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR and any of CONTRACTOR's subcontractors shall be required to provide 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 AGREEMENT at the site of the Project is not protected under any Worker's Compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. CONTRACTOR shall indemnify and hold harmless City for any damage resulting from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents, Landscape Maintenance District No. 22, and Landscape Lighting Act District No. 22 (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer's or partner's joint and several liability hereunder.

ARTICLE VIII: Binding Affect

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

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Los Angeles County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the City of Los Angeles or the City of Calabasas, California.

B. The deletion of this paragraph was approved by the Public Works and Finance Directors.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing

of claims and supporting documentation by 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.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

CITY: Robert Yalda
Director of Public Works

CONTRACTOR: Linda Burr
President

CITY OF CALABASAS
100 Civic Center Way
Calabasas, CA 91302-3172

VENCO WESTERN, INC.
2400 Eastman Avenue
Oxnard, CA 93030

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority To Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

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

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph 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).

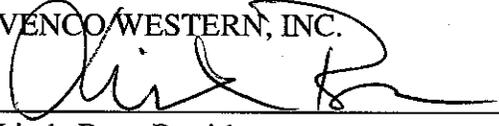
D. The waiver by AGENCY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. 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. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **25th day of February, 2009.**

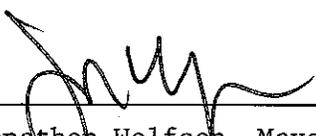
CONTRACTOR:

VENCO WESTERN, INC.


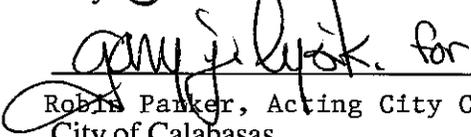
Linda Burr, President
Contractor's License No. 562295

Subscribed and sworn to this 11TH day of JUNE, 2009.

NOTARY PUBLIC _____ (SEAL)

AGENCY: 

Jonathon Wolfson, Mayor
City of Calabasas
Date 6/22/09

ATTESTED: 

Robin Panker, Acting City Clerk
City of Calabasas
Date 6/23/09

APPROVED AS TO FORM: 

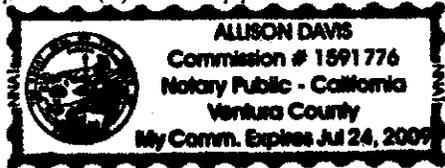
Daniel A. Ballin, City Attorney
City of Calabasas
Date 6/18/09

(EXECUTE IN DUPLICATE)

State of California
County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 11TH
day of JUNE, 2009, by LINDA BURR

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature Allison Davis

Executed in duplicate

Bond No. SU1100699

Premium: \$13,393.00

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

FAITHFUL PERFORMANCE BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL MEN BY THESE PRESENTS that Venco Western, Inc., as CONTRACTOR and Arch Insurance Company, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of Six hundred sixty nine thousand six hundred sixty Dollars (\$ 669,660.00--), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this 20th day of February, 2009

CONTRACTOR* Venco Western, Inc.
By: [Signature]
2400 Eastman Avenue, Oxnard, CA 93030 805-981-2400

SURETY* Arch Insurance Company
369 S. Fair Oaks Avenue, Pasadena, CA 91105 626-683-4991
By: [Signature]
M. Linda Terry, Attorney-in-fact 196 S. Fir #300, Ventura, CA 93002 805-585-6100

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

Subscribed and sworn to this ___ day of _____, 20__

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California
 County of Ventura

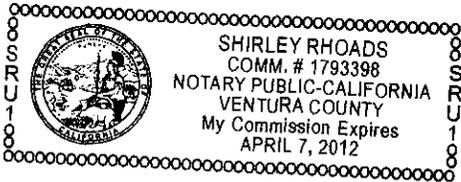
On 2/20/2009 before me, Shirley Rhoads, Notary Public,
 personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.


 Signature of Notary Public



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <hr/> <p>TITLES(S)</p> <p><input type="checkbox"/> PARTNERS <input type="checkbox"/> LIMITED</p> <p> <input type="checkbox"/> GENERAL</p> <p><input checked="" type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER</p> <hr/> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)</p> <hr/>	<p>DESCRIPTION OF ATTACHED DOCUMENT</p> <hr/> <p>TITLE OR TYPE OF DOCUMENT</p> <hr/> <p>NUMBER OF PAGES</p> <hr/> <p>DATE OF DOCUMENT</p> <hr/> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p> <hr/>
--	--

Executed in duplicate

Bond No. SU1100699

Premium included in Performance Bond

Term: 2/23/09 - 2/23/10

Must be renewed by Continuation Certificate

PAYMENT BOND

**LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN
INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS
WITHIN LANDSCAPE MAINTENANCE DISTRICT 22
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as ^{Venco Western, Inc.} CONTRACTOR, a contract for the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$669,660.00--) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ^{20th} day of February 2009.

Contractor* Venco Western, Inc.

Surety* By: _____

Arch Insurance Company

By: M. Linda Terry

See Performance Bond

M. Linda Terry, Attorney-in-fact

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

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

NOTARY PUBLIC _____ (SEAL)

(EXECUTE IN DUPLICATE)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

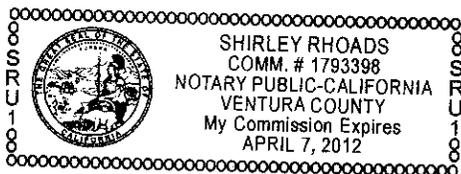
State of: California
County of Ventura

On 2/20/2009 before me, Shirley Rhoads, Notary Public,

personally appeared M. Linda Terry,

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

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



WITNESS my hand and official seal.

[Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)

TITLE OR TYPE OF DOCUMENT

- PARTNERS
- LIMITED
- GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CITY *of* CALABASAS

June 24, 2009

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find one fully executed original each of the six Capital Improvement Project Contract Agreements entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the City Clerk's Office.

Sincerely,

Susan Koeppe
Executive Assistant
Administrative Services

Enclosure



CITY of CALABASAS

CONTRACT CHANGE ORDER NO.: 4

DATE: May 22, 2013

BASE CONTRACT AMOUNT	(+)	\$262,434.85
CHANGE ORDER No. 1	(+)	\$74,092.57
CHANGE ORDER No. 2	(+)	\$54,774.51
CHANGE ORDER No. 3	(+)	\$50,653.38
CHANGE ORDER No. 4	(+)	\$52,597.00
ADJUSTED CONTRACT AMOUNT		\$494,552.31

SPECIFICATION NO.: **08-09-02**

PROJECT TITLE: LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22

OWNER: CITY OF CALABASAS

CONTRACTOR: VENCO WESTERN

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 14 Palatino HOA: This Change Order will cover the cost of FY 2013-2014 regularly scheduled landscape maintenance, which includes a 2.03% CPI increase	\$45,097		365
Zone 14 Palatino HOA: This Change Order will cover the cost of FY 2013-2014 required needed work which may include irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$7,500		
	\$52,597	\$0.00	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$52,597

CONTRACTOR: VENCO WESTERN, INC.

Contractor's Representative

(Printed Name & Title)

DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
LMD Manager: Steve Ball	Public Works Director: Robert Yalda	Mayor: Fred Gaines
Date:	Date:	Date:

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



CITY of CALABASAS

CONTRACT CHANGE ORDER NO.: 4
DATE: May 22, 2013

BASE CONTRACT AMOUNT	(+)	\$420,538.00
CHANGE ORDER No. 1	(+)	\$157,496.74
CHANGE ORDER No. 2	(+)	\$153,872.72
CHANGE ORDER No. 3	(+)	\$137,998.46
CHANGE ORDER No. 4	(+)	\$140,801.00
ADJUSTED CONTRACT AMOUNT	(=)	\$1,010,706.92

SPECIFICATION NO.: 08-09-02
PROJECT TITLE: LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22

OWNER: CITY OF CALABASAS
CONTRACTOR: VENCO WESTERN

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
ZONE 8 Calabasas Park Estates HOA: This Change Order will cover the cost of FY 2013-2014 regularly scheduled landscape maintenance, which includes a 2.03% CPI increase	\$140,801		365
Zone 8 Calabasas Park Estates HOA: This Change Order will cover the cost of FY 2013-2014 required needed work which may include irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$0		
	\$140,801	\$0.00	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$140,801

CONTRACTOR: VENCO WESTERN, INC.

 Contractor's Representative

 (Printed Name & Title)

 DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
LMD Manager: Steve Ball Date:	Public Works Director: Robert Yalda Date:	Mayor: Fred Gaines Date:

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



BASE CONTRACT AMOUNT		\$235,164.40
CHANGE ORDER No. 1	(+)	\$114,574.42
CHANGE ORDER No. 2	(+)	\$113,157.51
CHANGE ORDER No. 3	(+)	\$70,760.20
CHANGE ORDER No. 4	(+)	\$72,934.00
ADJUSTED CONTRACT AMOUNT		\$606,590.53

CONTRACT CHANGE ORDER NO.: 4

DATE: May 22, 2013

SPECIFICATION NO.: 08-09-02

PROJECT TITLE: LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22

OWNER: CITY OF CALABASAS

CONTRACTOR: VENCO WESTERN

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 10 Clairidge HOA: This Change Order will cover the cost of FY 2013-2014 regularly scheduled landscape maintenance, which includes a 2.03% CPI increase	\$46,934		365
Zone 10 Clairidge HOA: This Change Order will cover the cost of FY 2013-2014 required needed work which may include irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$26,000		
	\$72,934	\$0.00	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$72,934

CONTRACTOR: VENCO WESTERN, INC.

Contractor's Representative

(Printed Name & Title)

DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
LMD Manager: Steve Ball Date:	Public Works Director: Robert Yalda Date:	Mayor: Fred Gaines Date:

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



CITY of CALABASAS

CONTRACT CHANGE ORDER NO.: 4

DATE: May 22, 2013

BASE CONTRACT AMOUNT	(+)	\$106,051.80
CHANGE ORDER No. 1	(+)	\$54,902.35
CHANGE ORDER No. 2	(+)	\$48,554.29
CHANGE ORDER No. 3	(+)	\$36,169.69
CHANGE ORDER No. 4	(+)	\$37,232.00
ADJUSTED CONTRACT AMOUNT		\$282,910.13

SPECIFICATION NO.: 08-09-02

PROJECT TITLE: LANDSCAPE MAINTENANCE OF THE COMMON AREAS WITHIN INDIVIDUAL HOMEOWNER ASSOCIATIONS AND COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22

OWNER: CITY OF CALABASAS

CONTRACTOR: VENCO WESTERN

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<u>Zone 5, Calabasas Country Estates HOA</u> : This Change Order will cover the cost of FY 2013-14 regularly scheduled landscape maintenance, which includes a 2.03% CPI increase	\$26,732		365
<u>Zone 5 Calabasas Country Estates HOA</u> : This Change Order will cover the cost of FY 2013-14 required needed work which may include irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$10,500		
	\$37,232	\$0.00	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$37,232

CONTRACTOR: VENCO WESTERN, INC.

Contractor's Representative

(Printed Name & Title)

DATE

RECOMMENDED:	APPROVED:	ACCEPTED:
Landscape Manager: Steve Ball	Public Works Director: Robert Yalda	Mayor: Fred Gaines
Date:	Date:	Date:

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MAY 22, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR
STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE
MANAGER**

SUBJECT: AUTHORIZATION TO APPROVE BUDGETED FUNDING AND CHANGE ORDERS FOR VENCO WESTERN, INC. IN THE AMOUNT OF \$1,271,968 FOR FY 2013-14 REGULAR MONTHLY LANDSCAPE MAINTENANCE AND AUTHORIZED EXTRA WORK IN NINE SPECIFIED ZONES AS PART OF SPECIFICATION NO. 10-11-02 LANDSCAPE MAINTENANCE OF COMMON BENEFIT AREAS WITHIN LANDSCAPE MAINTENANCE DISTRICT 22 AND COMMON AREAS OF SPECIFIED HOMEOWNER ASSOCIATIONS WITHIN LANDSCAPE LIGHTING ACT DISTRICT 22.

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Authorization to approve annual budgeted funding for FY 2013-14 and change orders for Venco Western, Inc. in the amount of \$1,271,968 for authorized extra work and funding of the third year of the contracts in nine specified zones as part of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.

BACKGROUND:

Nine landscape maintenance two year contracts with three one year extensions, for a total of five years were awarded to Venco Western, Inc. and became effective June 16, 2011.

The cost of certain additional work is covered in the bid specification under the Unit Price List and is considered to be Extra Work. The city’s landscape manager is authorized to budget and utilize available monies for landscape maintenance work.

Based on past fiscal year expense history, in order to maintain Landscape Maintenance District 22 and Landscape Lighting act District 22 landscape in quality condition, it is projected that \$633,500 will be required to fund authorized extra work (see cost breakout charts below).

In addition, \$638,468 is requested to fund the third year of the approved contract, which this year includes an annual CPI increase of 2.03%.

The total cost of authorized extra work and third year contract funding is \$1,271,968.

Landscape Lighting Act District 22

Zone No. & Name	Insect & Disease Control	Irrigation Repair	Landscape Refurbishment	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Tree Trimming	Tree Removal	TOTAL Authorized Extra Work	Third Year of Contract	
4 – Bellagio	500	14,000	2,000	0	0	0	6,500	1,000	24,000	56,831	
6 – Calabasas Hills	4,000	30,000	33,000	1,000	4,000	5,000	20,000	5,000	102,000	146,821	
7 – Classic Calabasas Park	1,000	30,000	40,000	10,000	3,000	3,000	30,000	45,000	162,000	66,422	
11 – Las Villas	2,500	11,000	10,000	500	0	1,000	24,500	4,000	53,500	34,486	
20 – Westridge	0	17,000	5,000	0	0	0	30,000	1,000	53,000	53,770	
									Subtotal	394,500	358,330

Landscape Maintenance District 22

Zone No. & Name	Insect & Disease Control	Irrigation Repair	Landscape Refurbishment	Pest Abatement	Plant Shrubs & Turf	Plant Trees	Tree Trimming	Tree Removal	TOTAL Authorized Extra Work	Second Year of Contract	
CBA-1	1,000	30,000	15,000	2,000	2,000	5,000	20,000	15,000	90,000	112,335	
CBA-4	0	15,000	17,000	1,000	1,000	1,000	5,000	2,000	42,000	28,466	
CBA-5	500	20,000	12,100	2,000	3,000	3,000	25,000	6,000	71,600	66,626	
CBA-6	0	15,000	11,500	1,000	0	2,000	5,000	1,000	35,500	72,711	
									Subtotal	239,100	280,138
									Subtotal	633,500	638,468
GRAND TOTAL									1,271,968		

FISCAL IMPACT/SOURCE OF FUNDING:

Fund: 22-322 – Landscape Maintenance District #22

These funds exist in each landscape maintenance district and landscape lighting act district Zone's budgets. Staff requests the funding be approved and the budget be adjusted accordingly.

REQUESTED ACTION:

Authorization to approve annual budgeted funding and change orders for Venco Western, Inc. in the amount of \$1,271,968 for authorized extra work and funding of the third year of the contracts in nine specified zones as part of Specification No. 10-11-02 landscape maintenance of common benefit areas within Landscape Maintenance District 22 and common areas of specified homeowner associations within Landscape Lighting Act District 22.

ATTACHMENTS:

Exhibit A: Change Order No. 3 for Landscape Lighting Act District 22 Zones 4, 6, 7, 11, & 20, and Landscape Maintenance District 22 Zones 21, 24, 25, & 26.

Exhibit B: Articles of Agreement: Landscape Lighting Act District 22 Zones 4, 6, 7, 11, & 20 and Landscape Maintenance District 22 Zones 21, 24, 25, & 26.



CITY of CALABASAS

BASE CONTRACT AMOUNT	\$ 54,265.30	CONTRACT CHANGE ORDER NO.:	3
CHANGE ORDER #1	(+) \$ 37,636.00	DATE:	5/22/2013
CHANGE ORDER #2	(+) \$ 81,214.00		
CHANGE ORDER #3	(+) \$ 80,831.00		
ADJUSTED CONTRACT AMOUNT	\$ 253,946.30		
SPECIFICATION NO.:	10-11-02		

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
OWNER: City of Calabasas
CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 4 Bellagio HOA: Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 56,831		365
Zone 4 Bellagio HOA: This Change Order will cover the cost of FY 2012-2013 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 24,000		
	\$ 80,831	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 80,831

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.



CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 107,242.10
 CHANGE ORDER #1 (+) \$ 70,958.00
 CHANGE ORDER #2 (+) \$ 192,605.00
 CHANGE ORDER #3 (+) \$ 202,335.00
 ADJUSTED CONTRACT AMOUNT \$ 573,140.10

CONTRACT CHANGE ORDER NO.: 3
 DATE: 5/22/2013

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
ZONE 21 CBA-1: Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 112,335		365
ZONE 21 CBA-1: This Change Order will cover the cost of FY 2013-2014 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 90,000		
	\$ 202,335	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 202,335

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT	\$ 136,548.76	CONTRACT CHANGE ORDER NO.:	3
CHANGE ORDER #1	(+) \$ 139,938.00	DATE:	5/22/2013
CHANGE ORDER #2	(+) \$ 282,195.00		
CHANGE ORDER #3	(+) \$ 248,821.00		
ADJUSTED CONTRACT AMOUNT	\$ 807,502.76		
SPECIFICATION NO.:	10-11-02		

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 6 Calabasas Hills HOA: Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 146,821		365
Zone 6 Calabasas Hills HOA: This Change Order will cover the cost of FY 2013-2014 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 102,000		
	\$ 248,821	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 248,821

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 26,434.58
 CHANGE ORDER #1 (+) \$ 45,765.00
 CHANGE ORDER #2 (+) \$ 76,640.00
 CHANGE ORDER #3 (+) \$ 70,466.00
 ADJUSTED CONTRACT AMOUNT \$ 219,305.58

CONTRACT CHANGE ORDER NO.: 3
 DATE: 5/22/2013

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<u>Zone 24 CBA-4</u> : Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 28,466		365
<u>Zone 24 CBA-4</u> : This Change Order will cover the cost of FY 2013-2014 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 42,000		
	\$ 70,466	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 70,466

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 63,595.16
 CHANGE ORDER #1 (+) \$ 68,205.00
 CHANGE ORDER #2 (+) \$ 136,899.00
 CHANGE ORDER #3 (+) \$ 138,226.00
 ADJUSTED CONTRACT AMOUNT \$ 406,925.16

CONTRACT CHANGE ORDER NO.: 3
 DATE: 5/22/2013

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<u>Zone 25 CBA-5:</u> Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 66,626		365
<u>Zone 25 CBA-5:</u> This Change Order will cover the cost of FY 2013-2014 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 71,600		
	\$ 138,226	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 138,226

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 69,410.68
 CHANGE ORDER #1 (+) \$ 32,258.00
 CHANGE ORDER #2 (+) \$ 98,764.00
 CHANGE ORDER #3 (+) \$ 108,211.00
 ADJUSTED CONTRACT AMOUNT \$ 308,643.68

CONTRACT CHANGE ORDER NO.: 3
 DATE: 5/22/2013

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 26 CBA-6: Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 72,711		365
Zone 26 CBA-6: This Change Order will cover the cost of FY 2012-2013 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 35,500		
	\$ 108,211	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 108,211

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT	\$ 63,427.38	CONTRACT CHANGE ORDER NO.:	3
CHANGE ORDER #1	(+) \$ 149,872.00	DATE:	5/22/2013
CHANGE ORDER #2	(+) \$ 216,100.00		
CHANGE ORDER #3	(+) \$ 228,422.00		
ADJUSTED CONTRACT AMOUNT	\$ 657,821.38		

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 7 Classic Calabasas Park HOA: Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 66,422		365
Zone 7 Classic Calabasas Park HOA: This Change Order will cover the cost of FY 2013-2014 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 162,000		
	\$ 228,422	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: **\$ 228,422**

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 32,890.42 CONTRACT CHANGE ORDER NO.: 3
 CHANGE ORDER #1 (+) \$ 64,528.00 DATE: 5/22/2013
 CHANGE ORDER #2 (+) \$ 83,269.00
 CHANGE ORDER #3 (+) \$ 87,986.00

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and
 Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
Zone 11 Las Villas HOA: Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 34,486		365
Zone 11 Las Villas HOA: This Change Order will cover the cost of FY 2013-2014 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 53,500		
	\$ 87,986	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 87,986

DATE: _____

Linda Burr, President
Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

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CITY of CALABASAS

BASE CONTRACT AMOUNT \$ 51,347.60
 CHANGE ORDER #1 (+) \$ 55,706.00
 CHANGE ORDER #2 (+) \$ 152,719.00
 CHANGE ORDER #3 (+) \$ 106,770.00
 ADJUSTED CONTRACT AMOUNT \$ 366,542.60

CONTRACT CHANGE ORDER NO.: 3
 DATE: 5/22/2013

SPECIFICATION NO.: 10-11-02

PROJECT TITLE: Landscape Maintenance of the Common Benefit Areas Within Landscape Maintenance District 22 and Common Areas of Specified Homeowner Associations Within Landscape Lighting Act District 22
 OWNER: City of Calabasas
 CONTRACTOR: Venco Western, Inc.

THE FOLLOWING CHANGES TO THE CONTRACT, DRAWINGS AND SPECIFICATIONS ARE PROPOSED:	NET ADDITION	NET DEDUCTION	DAYS EXTENDED
<u>Zone 20 Westridge HOA</u> : Covers the cost of FY 2013-2014 Landscape Maintenance Contract. Includes an annual CPI increase of 2.03%.	\$ 53,770		365
<u>Zone 20 Westridge HOA</u> : This Change Order will cover the cost of FY 2012-2013 Extra Work which includes required irrigation installation, refurbishment and repair; landscape refurbishment & upgrades; replacement of damaged plant material; and removal and replacement of diseased or damaged trees	\$ 53,000		
	\$ 106,770	\$ -	365

We hereby agree to make the above change subject to the terms of this order for the sum of: \$ 106,770

DATE: _____

 Linda Burr, President
 Venco Western, Inc.

RECOMMENDED:	APPROVED:	ACCEPTED:
Steve Ball: _____ Landscape Districts Maintenance Manager Date: _____	Robert Yalda: _____ Public Works Director/City Engineer Date: _____	Fred Gaines: _____ Mayor Date: _____

NOTE: The documents supporting this Change Order, including any drawings and estimates of cost, if required, are attached hereto and made a part hereof. This Order shall not be considered as such until it has been signed by the Owner, the Contractor, and the Engineer. Upon final approval, distribution of copies will be made as required.

CHANGES: All workmanship and materials called for by this Change Order shall be fully in accordance with the original Contract Documents insofar as the same may be applied without conflict to the conditions set forth by this Order. The time for completing the Contract will not be extended unless expressly provided for in this Order.

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the **ZONE 11, LAS VILLAS HOMEOWNERS ASSOCIATION** section of the above stated project this 25 day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and **VENCO WESTERN, INC.**, hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

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

CONTRACTOR: Linda Burr

Linda Burr

President
(Title)

Contractor's License No. C-27 562295

State of California)

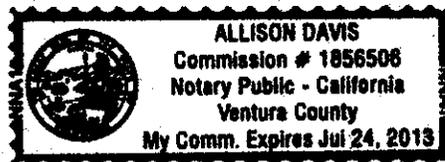
County of Los Angeles)

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

Allison Davis

(Signature of Notary Public)

(Notary Seal)



~~BY~~

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

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

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

6/2/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

Neil D. Bu

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

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

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

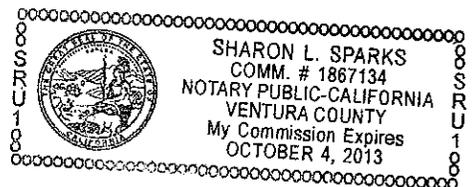
State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

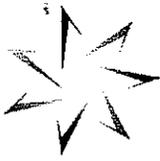
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

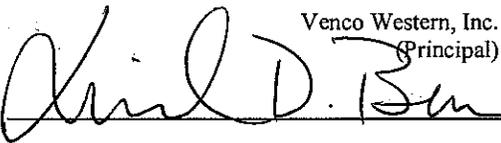
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:
ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/DR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRDUCER TWIW Insurance Services, LLC - Lic #OE52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall PHONE (A/C, No, Ext): 805.585.6124 FAX (A/C, No): 805.585.6224 E-MAIL ADDRESS: hwestfall@twiw.com PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Ins Co NAIC # 24856 INSURER B: American States Ins Co NAIC # 19704 INSURER C: RSUI Indemnity Co INSURER D: Everest National Ins Co NAIC # 10120 INSURER E: INSURER F:	
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030		

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTDMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB			NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						AGGREGATE \$ 1,000,000 \$ \$
D	WDRKRS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



CITY of CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 20, WESTRIDGE HOMEOWNERS ASSOCIATION section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

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

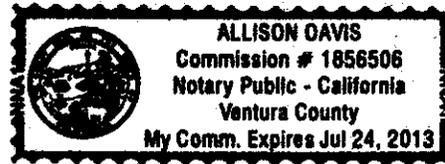
CONTRACTOR: Linda Burr
Linda Burr
President
(Title)

Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

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

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



James R. Bozajian
AGENCY: James R. Bozajian, Mayor Date 6/15/11
Gwen Peirce
ATTESTED: Gwen Peirce, CMC, City Clerk Date 6/16/11
Yana Welinder
APPROVED AS TO FORM: Yana Welinder, City Attorney Date 6/8/2011

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

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

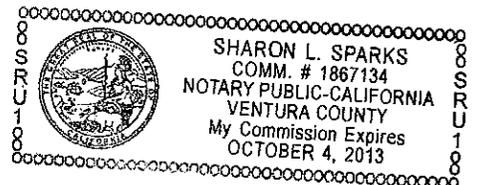
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

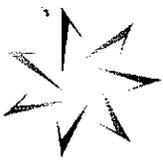
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

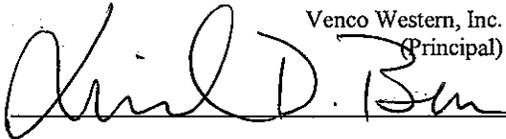
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

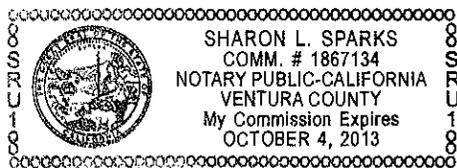
State of: California
 County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,
 personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLES(S)

- PARTNERS
- LIMITED
- GENERAL

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRODUCER TIW Insurance Services, LLC - Lic #OE52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall PHONE (A/C, No, Ext): 805.585.6124	FAX (A/C, No): 805.585.6224	
	E-MAIL ADDRESS: hwestfall@twiw.com PRODUCER CUSTOMER ID #:		
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Admiral Ins Co		24856
	INSURER B American States Ins Co		19704
	INSURER C RSUI Indemnity Co		
	INSURER D Everest National Ins Co		10120
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excl		
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
				\$			
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS						\$	
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages).

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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



CITY *of* CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

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

ARTICLE XIII

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

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

ARTICLE XIV

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

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

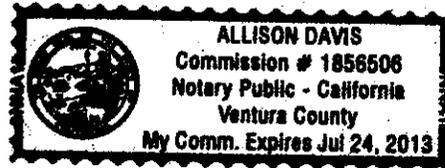
CONTRACTOR: Linda Burr
Linda Burr
President
(Title)

Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

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

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



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

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

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

6/3/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

Neil D. Bu

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

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

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

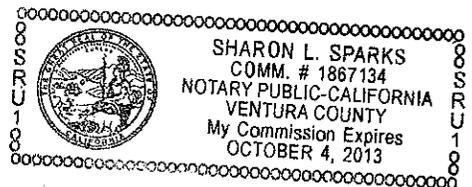
State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

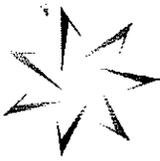
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary, shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

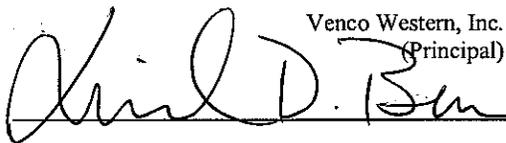
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

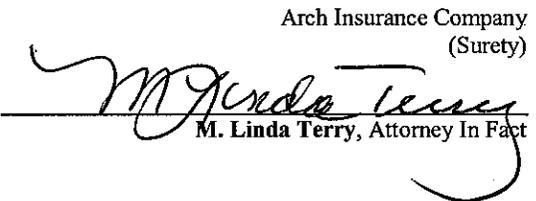
All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By: 
Venco Western, Inc.
(Principal)

By: 
Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

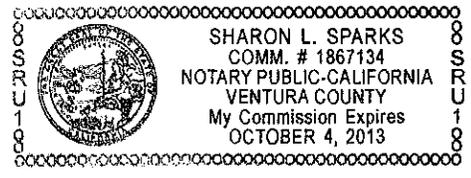
State of: California
 County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,
 personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

- TITLES(S)
- PARTNERS
 - LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

EXCEPTION: ND AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VDTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRODUCER TIW Insurance Services, LLC - Lic #0E52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall		
	PHONE (A/C, No, Ext): 805.585.6124	FAX (A/C, No): 805.585.6224	
	E-MAIL ADDRESS: hwestfall@twiw.com		
	PRODUCER CUSTOMER ID #:		
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Admiral Ins Co		24856
	INSURER B: American States Ins Co		19704
	INSURER C: RSUI Indemnity Co		
	INSURER D: Everest National Ins Co		10120
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACDRD 101, Additional Remarks Schedule, if more space is required)
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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

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

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





CITY of CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 24, Common Benefit Area Four (CBA-4) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

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

CONTRACTOR: *Linda Burr*
Linda Burr
President
(Title)

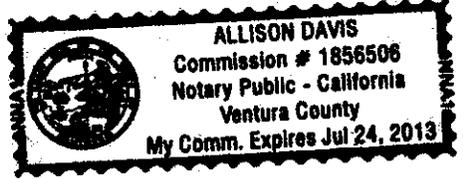
Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

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

Allison Davis

(Signature of Notary Public) (Notary Seal)



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

6/15/11
Date

ATTESTED: *Gwen Peirce*
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

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

6/3/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, VENCO WESTERN, INC., as CONTRACTOR, a contract for the ZONE 24, Common Benefit Area Four (CBA-4) section of the above stated project.

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ _____) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

Contractor*

VENCO WESTERN, INC

Linda Burr, President

2400 Eastman Avenue, Oxnard, California, 93030-5187

(805) 981-2400

Surety*

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

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

FAITHFUL PERFORMANCE BOND

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL MEN BY THESE PRESENTS that **VENCO WESTERN, INC.**, as CONTRACTOR and _____, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of _____ Dollars (\$ _____), which is one hundred percent (100%) of the total contract amount for the **ZONE 24, Common Benefit Area Four (CBA-4)** section of the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

CONTRACTOR* VENCO WESTERN, INC.

Linda Burr, President

2400 Eastman Avenue, Oxnard, California, 93030-5187

(805) 981-2400

SURETY* _____

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

State of California)

County of _____)

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

(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to **VENCO WESTERN, INC.**, as CONTRACTOR, a contract for the **ZONE 24, Common Benefit Area Four (CBA-4)** section of the above stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____ Dollars (\$ _____), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

CONTRACTOR* VENCO WESTERN, INC.

Linda Burr, President

2400 Eastman Avenue, Oxnard, California 93030

(805) 981-2400

SURETY* _____

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

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2011, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)

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

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

FAITHFUL PERFORMANCE BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

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

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

CONTRACTOR* Venco Western, Inc.
2400 Eastman, Oxnard CA 93030 (805)981-2400
[Signature]

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

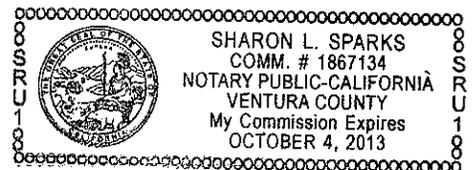
* Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of Ventura)

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

[Signature]
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

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

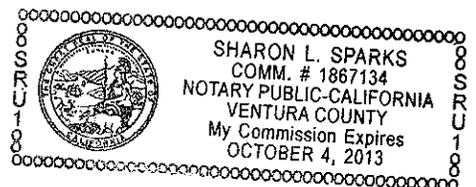
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

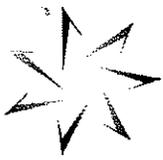
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

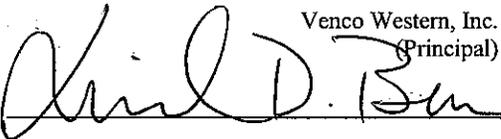
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cllaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cllaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRODUCER TIW Insurance Services, LLC - Lic #0E52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall
	PHONE (A/C, No, Ext): 805.585.6124 FAX (A/C, No): 805.585.6224
	E-MAIL ADDRESS: hwestfall@twiw.com
	PRODUCER CUSTOMER ID #:
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE
	INSURER A: Admiral Ins Co NAIC # 24856
	INSURER B: American States Ins Co NAIC # 19704
	INSURER C: RSUI Indemnity Co
	INSURER D: Everest National Ins Co NAIC # 10120
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

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

GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER

(818) 878-4205

City of Calabasas
Attn: Tina Wallace
100 Civic Center Way
Calabasas, CA 91302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeff Dodds/HFW

ACORD 25 (2009/09)
INS025 (200909)© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



CITY of CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 25, Common Benefit Area Five (CBA-5) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

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

CONTRACTOR: Linda Burr
Linda Burr
President
(Title)

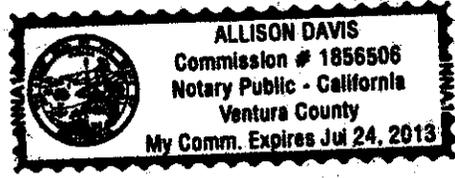
Contractor's License No. C-27 562295

State of California)
County of Los Angeles

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

Allison Davis

(Signature of Notary Public) (Notary Seal)



~~BY~~

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

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

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

6/3/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

David D. Bu

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

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

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

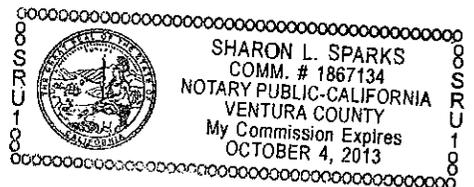
State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

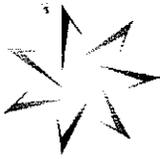
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

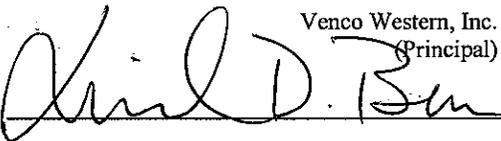
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

By: _____
City of Calabasas
(Obligee)

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:
ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

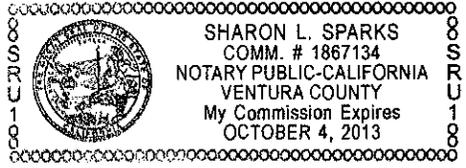
State of: California
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
 - LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRODUCER TIWI Insurance Services, LLC - Lic #OE52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall
	PHONE (A/C, No, Ext): 805.585.6124 FAX (A/C, No): 805.585.6224
	E-MAIL ADDRESS: hwestfall@twiw.com
	PRODUCER CUSTMER ID #:
	INSURER(S) AFFORDING COVERAGE
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	INSURER A: Admiral Ins Co NAIC # 24856
	INSURER B: American States Ins Co NAIC # 19704
	INSURER C: RSUI Indemnity Co
	INSURER D: Everest National Ins Co NAIC # 10120
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		CA000006515-07 *EXCLUDES ALL WRAP/OCIP WORK	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$		NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	B Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



CITY *of* CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 26, Common Benefit Area Six (CBA-6) section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

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

CONTRACTOR: Linda Burr
Linda Burr

President
(Title)

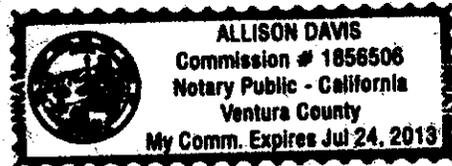
Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

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

Allison Davis

(Signature of Notary Public) (Notary Seal)



BT

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

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

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

6/3/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

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

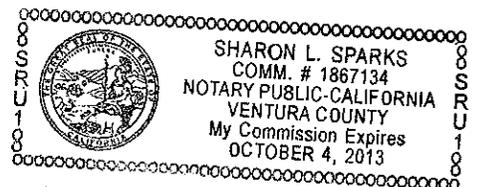
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

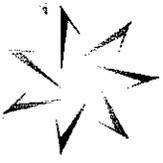
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of Faithful Performance Bond, Payment Bond and Maintenance Bond, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of City of Calabasas as Obligee,

Effective June 1, 2011, the Principal and the Surety hereby agree to amend the attached bond as follows:

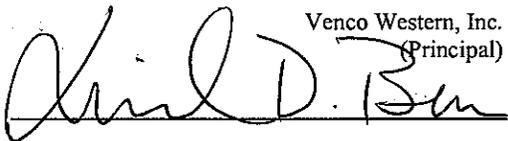
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

By: _____
City of Calabasas
(Obligee)

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:
ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

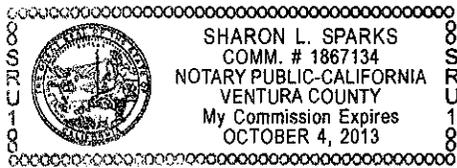
State of: California
 County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,
 personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

- TITLES(S)
- PARTNERS
 - LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). **Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.**
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. **Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.**
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. **Appointed Myra Turek to PRE and Bob Lia to Planning Commission.**

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. **No Action Taken.**

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRODUCER TIW Insurance Services, LLC - Lic #OE52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall		
	PHONE (A/C, No, Ext): 805.585.6124	FAX (A/C, No): 805.585.6224	
	E-MAIL ADDRESS: hwestfall@twiw.com		
	PRODUCER CUSTOMER ID #:		
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Admiral Ins Co		24856
	INSURER B American States Ins Co		19704
	INSURER C RSUI Indemnity Co		
	INSURER D Everest National Ins Co		10120
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB			NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	E.I. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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





CITY of CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the **ZONE 4, BELLAGIO-PARK VERDI HOMEOWNERS ASSOCIATION** section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and **VENCO WESTERN, INC.**, hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

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

CONTRACTOR: Linda Burr
Linda Burr
President
(Title)

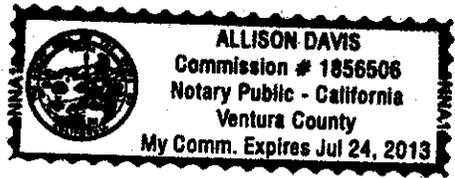
Contractor's License No. C-27 562 295

State of California)
County of Los Angeles

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

Allison Davis

(Signature of Notary Public) (Notary Seal)



27

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

6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk

6/16/11
Date

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

6/3/11
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.
AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract, to secure the payment of
claims of laborers, mechanics, material persons, and other persons as provided by law;

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum
of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for
the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators,
successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due
under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development
Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the
Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an
amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon
this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiff's and the AGENCY in an amount to be fixed by
the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such
persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement
or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives
notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code
as a condition precedent to any remedies AGENCY may have.

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

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

David D. Bu

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

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

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

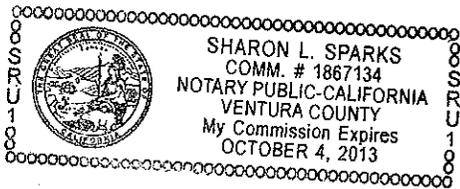
State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

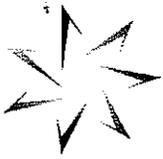
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

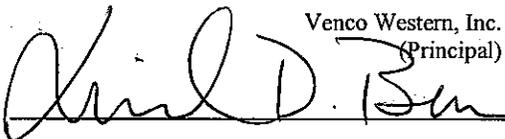
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California
 County of: Ventura

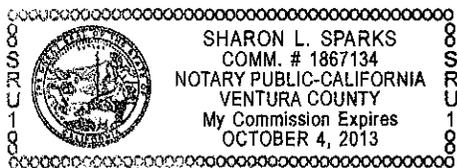
On 06/01/11 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks
 Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- _____
 TITLES(S)
- PARTNERS
 - LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

 SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRDUCER FWIW Insurance Services, LLC - Lic #0E52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall	
	PHONE (A/C, No, Ext): 805.585.6124	FAX (A/C, No): 805.585.6224
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	E-MAIL ADDRESS: hwestfall@twiw.com	
	PRODUCER CUSTOMER ID#:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A Admiral Ins Co		24856
INSURER B American States Ins Co		19704
INSURER C RSUI Indemnity Co		
INSURER D Everest National Ins Co		10120
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER:11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excl PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB DEDUCTIBLE RETENTION \$	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N N/A				E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.	ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



CITY of CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 6, CALABASAS HILLS AND CALABASAS HILLS ESTATES HOMEOWNERS ASSOCIATION section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

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

ARTICLE XIII

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

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

ARTICLE XIV

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

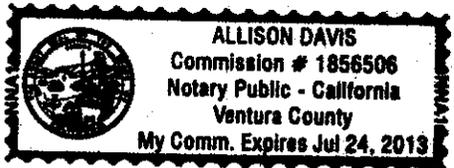
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles,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

CONTRACTOR: Linda Burr
Linda Burr
President
(Title)
Contractor's License No. C-27 S62295

State of California)
County of Los Angeles

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

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



~~BY~~ AGENCY: James R. Bozajian 6/15/11
James R. Bozajian, Mayor Date

ATTESTED: Gwen Peirce 6/16/11
Gwen Peirce, CMC, City Clerk Date

APPROVED AS TO FORM: Yana Welinder 6/8/2011
Yana Welinder, City Attorney Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

Neil D. Bu

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

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

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

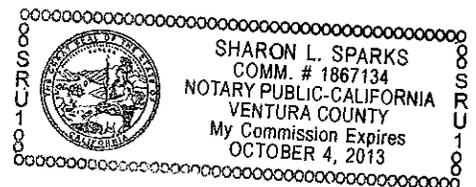
State of California)
County of Ventura)

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

Sharon L Sparks
(Signature of Notary Public)

(Notary Seal)

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

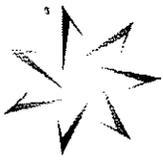
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

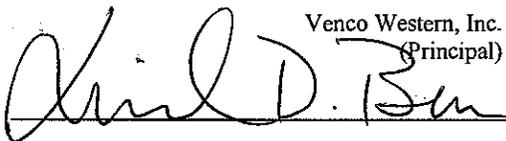
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By:  Venco Western, Inc.
(Principal)

By:  Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

By: _____ City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

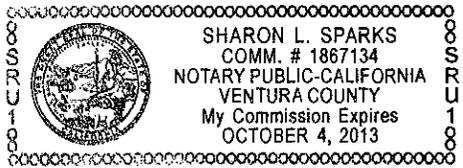
State of: California
County of Ventura

On 06/01/11 before me, Sharon L. Sparks, Notary Public,
personally appeared M. Linda Terry,

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

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

WITNESS my hand and official seal.



Sharon L. Sparks
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
 - LIMITED
 - GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabaras Hills HOA (Zone 6), Classic Calabaras Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). ***Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.***
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. ***Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.***
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. ***Appointed Myra Turek to PRE and Bob Lia to Planning Commission.***

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. ***No Action Taken.***

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

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THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

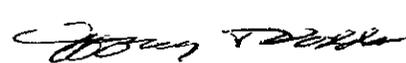
PRODUCER TWIW Insurance Services, LLC - Lic #OE52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388		CONTACT NAME: Helen F Westfall PHONE (A/C, No, Ext): 805.585.6124 FAX (A/C, No): 805.585.6224 E-MAIL ADDRESS: hwestfall@twiw.com PRODUCER CUSTOMER ID #:																						
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Admiral Ins Co</td> <td>24856</td> </tr> <tr> <td>INSURER B</td> <td>American States Ins Co</td> <td>19704</td> </tr> <tr> <td>INSURER C</td> <td>RSUI Indemnity Co</td> <td></td> </tr> <tr> <td>INSURER D</td> <td>Everest National Ins Co</td> <td>10120</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Admiral Ins Co	24856	INSURER B	American States Ins Co	19704	INSURER C	RSUI Indemnity Co		INSURER D	Everest National Ins Co	10120	INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** 11/12 GL/AU/XS/WC/AU XS **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CA000006515-D7	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ Excl		
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
					\$		
B	AUTOMOBILE LIABILITY			01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
<input type="checkbox"/> NON-OWNED AUTOS						\$	
C	UMBRELLA LIAB			NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7600006271101	11/01/2010	11/01/2011	E.L. EACH ACCIDENT \$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability			01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

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

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

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



CITY of CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure

CONTRACT AGREEMENT

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

(2-Year Contract)

(SPECIFICATION NO. 10-11-02)

SPRING 2011

THIS CONTRACT AGREEMENT is made and entered into for the ZONE 7, CALABASAS PARK HOMEOWNERS ASSOCIATION section of the above stated project this 25th day of May, 2011, BY AND BETWEEN the City of Calabasas, hereafter designated as "AGENCY", and VENCO WESTERN, INC., hereafter designated as "CONTRACTOR".

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also, including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

ARTICLE IV

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

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

ARTICLE V

CONTRACTOR acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agrees to be bound by all the provisions thereof as though set forth in full herein. Full compensation for conforming to the requirements of said Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this contract shall be considered as included in the price for all contract items of work involved.

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

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

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

In accordance with California Labor Code Section 1860 and 3700, every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

ARTICLE XII

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

CITY: Robert B. Yalda

CONTRACTOR: Linda Burr

Director of Public Works

President

CITY OF CALABASAS

VENCO WESTERN, INC.

100 Civic Center Way

2400 Eastman Avenue

Calabasas, California 91302-3172

Oxnard, California 93030-5187

PHONE: (818) 224-1600

PHONE: (805) 981-2400

FAX: (818) 225-7338

FAX: (805) 981-2450

ARTICLE XIII

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

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

ARTICLE XIV

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

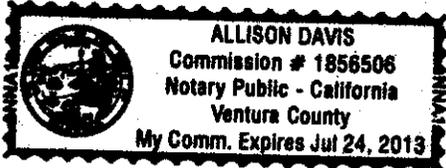
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Contract Agreement to be executed in duplicate by setting hereunto their names, titles,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

CONTRACTOR: Linda Burr
Linda Burr
President
(Title)
Contractor's License No. C-27 562295

State of California)
County of Los Angeles

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

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



~~BY~~

AGENCY: James R. Bozajian
James R. Bozajian,
Mayor 6/15/11
Date

ATTESTED: Gwen Peirce
Gwen Peirce, CMC,
City Clerk 6/16/11
Date

APPROVED AS TO FORM: Yana Welinder
Yana Welinder,
City Attorney 6/3/2011
Date

(EXECUTE IN DUPLICATE)

PAYMENT BOND

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

(SPECIFICATION NO. 10-11-02)

SPRING 2011

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

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of (\$ 605,161.98) which is one hundred percent (100%) of the total contract amount for the above stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if said CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorney's fee to the plaintiffs and the AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying same shall in any manner affect its obligations on this bond. The SURETY hereby waives notice of any such change, extension, alteration or addition and hereby waives the requirements of Section 2845 of the Civil Code as a condition precedent to any remedies AGENCY may have.

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

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

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

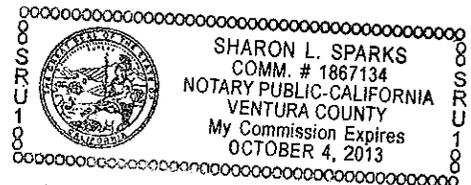
*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for the respective authorized representatives. Power of Attorney must be attached.

State of California)
County of Ventura)

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

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

(EXECUTE IN DUPLICATE)



POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

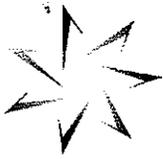
The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



ARCH INSURANCE COMPANY

Bond Number : SU 1109769

ENDORSEMENT

To be attached to and form a part of **Faithful Performance Bond, Payment Bond and Maintenance Bond**, issued by the undersigned company, as Surety on behalf of Venco Western, Inc. as Principal, in favor of **City of Calabasas** as Obligee,

Effective **June 1, 2011**, the Principal and the Surety hereby agree to amend the attached bond as follows:

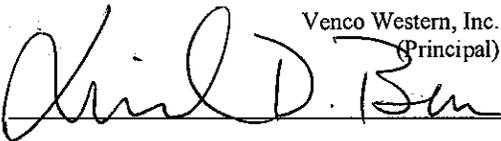
The term of the bond shall be amended to May 25th, 2011 to May 25th, 2013.

All else remains the same.

Provided that the liability under this endorsement shall be part of, and not in addition to, the liability under the attached Bond, and in no event shall be cumulative.

Nothing herein contained shall vary, alter or extend any of the provisions, conditions, or other terms of this bond except as above stated.

SIGNED, SEALED, DATED: June 1, 2011

By: 
Venco Western, Inc.
(Principal)

By: 
Arch Insurance Company
(Surety)
M. Linda Terry, Attorney In Fact

City of Calabasas
(Obligee)

By: _____

Obligee: Please sign endorsement and return to our office.

Endorsement Number: 1

DIRECT CORRESPONDENCE TO:

ARCH CONTRACTORS & DEVELOPERS GROUP, 865 S. FIGUEROA ST., 27TH FLOOR, LOS ANGELES, CA 90017
PHONE (626) 639-5200 • FAX (626) 639-5210

POWER OF ATTORNEY

Know All Men By These Presents:

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

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

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

Any and all bonds and undertakings

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

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ACTION AGENDA
REGULAR MEETING
WEDNESDAY, MAY 25, 2011**

CALL TO ORDER: 7:02 p.m.

ROLL CALL: *All present.*

APPROVAL OF AGENDA: *Approved.*

ANNOUNCEMENTS/INTRODUCTIONS

ORAL COMMUNICATIONS - PUBLIC COMMENT: *5 speakers.*

CONSENT ITEMS

1. Approval of meeting minutes from April 27, 2011. ***Approved.***
2. Approval of a five year service subscription and sublicense agreement with Digital Map Products (DMP) in an amount not to exceed \$25,000 per year, to perform professional geographic information systems (GIS) management services. ***Approved.***
3. Recommendation to approve a professional services agreement with Restoration Landscape Design, for the Mulholland Highway Landslide Repair Project Slope Planting and Environmental Restoration in an amount not to exceed \$75,000.00. ***Approved.***
4. Recommendation to award nine contracts in a total amount not to exceed \$605,161.98 for nine sections of Specification No. 10-11-02 to Venco Western, Inc. for the Landscape Maintenance of Common Areas located within Bellagio HOA (Zone 4), Calabasas Hills HOA (Zone 6), Classic Calabasas Park HOA (Zone 7), Las Villas HOA (Zone 11), Westridge HOA (Zone 20) within Landscape Lighting Act District 22 and Common Benefit Areas (CBA) CBA-1 (Zone 21), CBA-4 (Zone 24), CBA-5 (Zone 25), and CBA-6 (Zone 26) within Landscape Maintenance District 22. ***Approved.***

UNFINISHED BUSINESS

5. Recommendations from the Planning Commission regarding the wireless telecommunications facility ordinance update. ***Provided direction for a proposed ordinance and directed City Attorney to draft an ordinance for a moratorium on cell tower installation in the City.***
6. Recommendation to modify the zoning code to transfer review for wireless telecommunication facilities in public right-of-way. ***Approved staff's recommendation.***

7. Introduction of Ordinance No. 2011-284, amending the Calabasas Plumbing Code with respect to Onsite Wastewater Treatment Systems (OWTS). **Introduced Ordinance No. 2011-284 with revisions and directed staff to schedule a workshop to gather input for a new OWTS ordinance.**
8. Adoption of Resolution No. 2011-1287, formalizing the establishment of the Calabasas Arts Council; and introduction of Ordinance No. 2011-279, amending chapter 2.41 of the Municipal Code by adding a sixth member to the Parks, Recreation and Education Commission which shall be the Chair of the Arts Council. **Adopted Resolution No. 2011-1287 and introduced Ordinance No. 2011-279.**
9. Approval of Mayor Bozajian's appointment to the Parks, Recreation and Education Commission and Councilmember Martin's appointment to the Planning Commission. **Appointed Myra Turek to PRE and Bob Lia to Planning Commission.**

INFORMATIONAL REPORTS

10. Check Register for the period of April 15, 2011 to May 11, 2011. **No Action Taken.**

TASK FORCE REPORTS

CITY MANAGER'S REPORT

FUTURE AGENDA ITEMS

ADJOURN: 11:59 p.m.



CITY of CALABASAS

Date: June 8, 2011

To: Venco Western, Inc.
ATTN: Linda Burr, President
2400 Eastman Avenue
Oxnard CA 93030

Re: **Contracts for Specification No. 10-11-02, Landscape Maintenance of Common Benefit Areas with Landscape Maintenance District 22 and Common Benefit Areas of Specified Homeowner Associations with Landscape Lighting Act District in the City of Calabasas**

Dear Ms. Burr:

The City Attorney has returned the nine Landscape Maintenance contracts that were awarded to your company (Bellagio HOA, Calabasas Hills HOA / Calabasas Hills Estates HOA, Calabasas Park HOA, Las Villas HOA, Westridge HOA, CBA-1, CBA-4, CBA-5, CBA-6) and has approved them as to form. Please review the following Public Contract Code references added to your contract and acknowledge that you received them by signing and returning this letter to the City.

- Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and Cartwright Act) from the contractor to the public agency.
- Public Contract Code § 20104.50: Requires a contract to reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Your acknowledgement of receipt of this letter will be attached with your executed contract.

Sincerely,

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

File

C Calabasas City Clerk
Matt Baumgardner, Associate Civil Engineer
Steve Ball, Landscape Districts Maintenance Manager

Acknowledged by CONTRACTOR:

Linda Burr, President
Venco Western, Inc.

CONFIDENTIAL



CITY of CALABASAS

**OFFICE OF THE CITY ATTORNEY
M E M O R A N D U M**

TO: Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer

CC: Michael G. Colantuono, City Attorney

FROM: Yana Welinder, Assistant City Attorney

DATE: June 3, 2011

SUBJECT: Landscape Maintenance Agreement with Venco Western, Inc. for Zones 4, 6, 7, 11, 20, 21, 24, 25, 26.

Per your request, our office has approved this contract as to form. Please note that we reviewed only the Contract Agreement. We were not provided with the Notice Inviting Sealed Bids, Instructions to Bidders, Bid Proposal, Standard Specifications, Special Provisions, Vicinity Map, Non-Collusion Affidavit, Workers' Compensation Certificate or any other referenced specifications, details, standard drawings, and appendices. Please provide us with these other documents, if you wish us to review any of them. Furthermore, because we were not provided with the bid documents, we cannot confirm the sufficiency of the bonds provided.

We note further that this contract is not provided on our standard public works contract form and does not contain the following required provisions:

- o Labor Code § 1776: Requires the contract to mandate compliance with the statutory requirements relating to certified copies of payroll records.
- o Public Contract Code § 6109: Requires a contract provision prohibiting a contractor from performing work with a subcontractor who is debarred pursuant to Labor Code §§ 1777.1 or 1777.7.
- o Public Contract Code § 7103.5: Requires that the contract specifications provide for the assignment of unfair business practices claims (Clayton Act and

CONFIDENTIAL

THIS MATERIAL IS SUBJECT TO THE ATTORNEY-CLIENT
AND/OR THE ATTORNEY WORK PRODUCT PRIVILEGES.
DO NOT DISCLOSE THE CONTENTS HEREOF.
DO NOT FILE WITH PUBLICLY ACCESSIBLE RECORDS.

Robert Yalda, Public Works Director
Andrew Brozyna, Deputy Public Works Director
Matt Baumgardner, Associate Civil Engineer
June 3, 2011
Page 2

Cartwright Act) from the contractor to the public agency.

- Public Contract Code § 7104: Requires contract provisions requiring the contractor to give notice of hazardous materials and certain changed conditions in jobs involving trenching more than four feet deep. (Previously identically numbered § 7104 with current § 7105; amended by SB 1605 (2006) to require written notice of conditions different from conditions made available to bidders prior to submitting bids)
- Public Contract Code § 7106: Requires that a public works contract contain a Noncollusion Affidavit in the statutory form set forth in this section.
- Public Contract Code § 20104: Requires a contract reference to Article 1.5 mandatory provisions for the resolution of construction claims under \$375,000 except where the agency has elected statutory arbitration procedures under §10240.
- Public Contract Code § 20104.50: Requires a contract reference to Article 1.7 provisions requiring the public agency to make timely payment to contractor of all progress payments property due under the contract and to pay interest on any late payments.
- Public Contract Code § 22300: Mandates that provisions permitting the contractor to substitute securities for retainage funds are included in the invitation for bids and contract documents and sets forth an escrow form for such substitutions.

Although we approve this contract as to form and subject to the comments in this memorandum, we recommend that you correct the deficiencies listed above by using our standard form contract.

If you have further questions, please feel free to contact me at ywelinder@cclaw.us or (213) 542-5722 or Michael G. Colantuono at mcolantuono@cclaw.us or (213) 542-5739.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2011

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

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

PRDUCER TWIW Insurance Services, LLC - Lic #OE52073 196 S. Fir Street P.O. Box 1388 Ventura CA 930021388	CONTACT NAME: Helen F Westfall		
	PHONE (A/C, No, Ext): 805.585.6124	FAX (A/C, No): 805.585.6224	
E-MAIL ADDRESS: hwestfall@twiw.com			
PRDUCER CUSTOMER ID #:			
INSURED Venco Western Inc. 2400 Eastman Oxnard CA 93030	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A Admiral Ins Co		24856
	INSURER B American States Ins Co		19704
	INSURER C RSUI Indemnity Co		
	INSURER D Everest National Ins Co		10120
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 11/12 GL/AU/XS/WC/AU XS REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		CA000006515-07	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		*EXCLUDES ALL WRAP/OCIP WORK			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MED EXP (Any one person) \$ Excl		
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GENERAL AGGREGATE \$ 2,000,000		
					PRODUCTS - COMP/OP AGG \$ 2,000,000	
					\$	
				\$		
B	AUTOMOBILE LIABILITY		01CI43444710	02/01/2011	02/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					\$
<input type="checkbox"/> NON-OWNED AUTOS					\$	
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	NHN227473	02/01/2011	02/01/2012	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 1,000,000
	DEDUCTIBLE					\$
	RETENTION \$					\$
D	WDRKRS COMPENSATION AND EMPLOYERS' LIABILITY		7600006271101	11/01/2010	11/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Auto Liability		01XS15586130	02/01/2011	02/01/2012	Each Occurrence: \$1,000,000

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

GL: Certificate Holder, its Officials, Employees, Agents & volunteers, Landscape Maintenance District No. 22 (LMD 22), Landscape Lighting Act District No. 22 (LLAD 22) are Additional Insureds as respects Landscape Maintenance for the City of Calabasas per attached form CG20100704 as required by written contract. *Excludes all WRAP/OCIP Work per attached form CG21540196.

CERTIFICATE HOLDER (818) 878-4205 City of Calabasas Attn: Tina Wallace 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Dodds/HFW
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description and Location of Operation(s):

ALL PROJECTS COVERED UNDER CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p>ANY PERSON OR ORGANIZATION THAT IS AN OWNER OF REAL PROPERTY OR PERSONAL PROPERTY ON WHICH YOU ARE PERFORMING ONGOING OPERATIONS, OR A CONTRACTOR ON WHOSE BEHALF YOU ARE PERFORMING ONGOING OPERATIONS, BUT ONLY IF COVERAGE AS AN ADDITIONAL INSURED IS REQUIRED BY A WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT IS AN "INSURED CONTRACT", AND PROVIDED THAT THE "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" FIRST OCCURS SUBSEQUENT TO THE EXECUTION OF THE CONTRACT OR AGREEMENT.</p>	<p>ALL LOCATIONS OTHERWISE COVERED BY THIS INSURANCE</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

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

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

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



CITY *of* CALABASAS

June 20, 2011

Linda Burr, President
Venco Western, Inc.
2400 Eastman Avenue
Oxnard, CA 93030

Dear Ms. Burr:

Enclosed please find nine fully executed originals, comprising the Capital Improvement Project Contract Agreement, CIP #10-11-02, entered into by and between the City of Calabasas and Venco Western, Inc.

If you have any questions, please contact the office of the City Clerk.

Sincerely,

Susan Koepp
Executive Assistant
Administrative Services

Enclosure



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MAY 10, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
ANDREW BROZYNA, P. E., DEPUTY DIRECTOR OF PUBLIC WORKS
RYAN THOMPSON, ASSISTANT TRANSPORTATION PLANNER

SUBJECT: RECOMMENDATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DURHAM SCHOOL SERVICES TO PROVIDE TRANSIT SERVICES FOR CALABASAS SUMMER BEACH BUS AND SUMMER EXCURSION PROGRAMS

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Staff is recommending that the City Council approve a Professional Services Agreement with Durham School Services to provide transit services for Calabasas Summer Beach Bus and Summer Excursion Programs.

BACKGROUND:

The City annually contracts for a Summer Beach Bus to provide transportation services from the City of Calabasas to Zuma beach and back at a cost of \$1.00 per rider, per trip. This year, the fees will increase to \$2.00 per rider, per trip. The contracted service includes Summer Camp swimming pool transportation and Summer Camp excursion transportation. Beach transportation services are to be provided June 17th through August 16th on Mondays, Tuesdays, Thursdays, and Fridays from 10:00-7:20. Pick-up and drop-off locations will include Calabasas High School, Calabasas Tennis & Swim Center, Round Meadow Elementary, Calabasas City Hall, Juan Bautista de Anza Park, and Zuma Beach. On Wednesdays, the bus provides the Calabasas Summer Camp with excursion transportation. A copy of the Summer Beach Bus transportation, Summer

Camp swimming pool transportation, and Summer Camp excursions schedule is included in the attached contract.

DISCUSSION/ANALYSIS:

Durham utilizes, as part of its fleet, buses that can accommodate up to 84 passengers.

The Summer Beach Bus Service contract (Exhibit A) is modified and renewed annually based on the Consumer Price Index. A 2.2% increase was included in the 2012 rates to calculate the 2013 rates.

The fees charged for the Summer Beach Bus are \$69.60/hour. The hourly rate allows for increased flexibility when sending additional vehicles due to high demand. Rather than a five-hour minimum, the City is charged an hourly rate.

For the summer camp swimming pool transportation and summer camp excursions, the City is invoiced on a different fee schedule than the Beach Bus. The fee schedule for the camps reduces flexibility, but also reduces costs for longer duration trips. For the summer camps and programs, the City is invoiced at the rate of \$335.26 for five hours, and each additional hour at \$53.07/hour.

FISCAL IMPACT/SOURCE OF FUNDING:

Contract services are funded annually through Metro Local Return Proposition A funds. This year, \$53,000 has been allotted for summer programs in accounts 20 - 333 – 525231, 20 - 333 – 525235, and 20 - 333 – 525241. Staff proposes that these funds be allocated to transit services and programs and adjust the budget accordingly.

REQUESTED ACTION:

That the City Council approve a Professional Services Agreement with Durham School Services to provide transit services for Calabasas Summer Beach Bus and Summer Excursion Programs.

ATTACHMENTS:

Exhibit A – 2013 Summer Beach Bus and Excursions Contract

PROFESSIONAL SERVICES AGREEMENT
(City of Calabasas / *Durham School Services, L. P.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and *Durham School Services a California, L. P. [Limited Partnership]* (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: *Summer Transportation 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 *04/16/2013* 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 *05/10/2013* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: **05/31/2013**.
- 3.4 “Expiration Date”: **09/01/2013**.

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 **Fifty Three Thousand Dollars (\$53,000.00)** 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. **Nanette Manzini** 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 **Two Million Dollars (\$2,000,000)** 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 **Seven Million Dollars (\$7,000,000) per claimant** and **Seven Million dollars (\$7,000,000) 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: **Ryan Thompson**
Telephone: (818) 224-1673
Facsimile: (818) 225-7338

If to Consultant:

Durham School Services, L. P.
4300 Weaver Parkway
Warrenville, IL 6055
Attn: *Contract Administrator*
Telephone: (630) 821-5785
Facsimile: (800) 318-3227

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.

DRAFT

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”
Durham School Services, L. P.

By: _____
Fred Gaines, Mayor

By: _____

Date: _____

Date: _____

By: _____

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

Date: _____

DRAFT

EXHIBIT A
SCOPE OF WORK

DRAFT

EXHIBIT A SCOPE OF WORK

Equipment and Facilities.

Consultant, as an independent contractor, shall at its sole cost and expense, provide one handicapped accessible transit type bus or school bus (or a comparable vehicle approved by the City), with a minimum seating of 78 passenger seats to serve the described routes (pages A-10 and A-11).

In addition to such vehicle, Consultant shall provide by the request of the City a wheelchair lift-equipped vehicle to accommodate two wheelchairs to serve the described routes. For the purposes of this agreement the phrases "bus," "buses," and "buses and bus equipment" shall refer to such wheelchair lift-equipped vehicles as well as regular buses.

In the event City exercises its right to increase the service hereinafter described, Consultant shall provide the necessary additional buses for said service. The minimum required seating capacity of additional requested buses shall be 24 passengers.

Consultant shall provide the wheelchair lift-equipped vehicle, described above, at the request of the City following telephone notice from the City, and as directed by the City, for round trips on the route and on the days described below. Consultant shall not, however, be required to provide more than one such wheelchair lift-equipped vehicle per day. City shall encourage disabled patrons to make advance reservations for such vehicle. Nevertheless, Consultant shall respond within 45 minutes to any request for a wheelchair lift-equipped vehicle for service along the route.

All the buses required to be utilized in this Agreement shall be subject to the approval of the City and shall be safe for operation on public roads and streets. Consultant shall, at its sole cost and expense, register and license such buses and bus equipment for operation on public roads and streets.

All of the said buses, bus equipment and other equipment and facilities required by the Agreement shall, during the term hereof, be maintained by Consultant in good order and repair and in a condition satisfactory to the State of California.

Bus interiors shall be cleaned and swept prior to placing the bus in service on each day of operation specified herein, and the exterior shall be washed weekly.

Advertising on the buses is prohibited unless written authorization is obtained from City. The terms and conditions of any such advertising shall be subject to approval by City. Proceeds of the advertisement will be remitted to City. City decision on these matters shall be final.

Consultant shall provide additional buses as necessary, in the event of a bus breakdown or

EXHIBIT A SCOPE OF WORK

overload conditions. The maximum response time shall be 45 minutes for a bus to be made available for the bus patrons to continue on to their destination.

Consultant shall provide and maintain appropriate fixed maintenance facilities for the servicing of the buses and bus equipment utilized under this Agreement. Such facilities shall be subject to approval by City.

Consultant shall in the course of its operations under this Agreement comply with all current and applicable Federal and State Safety Regulations. In addition, Consultant shall also comply with General Order No. 98A of the Public Utilities Commission, State of California, relating to the operation and maintenance of buses and bus equipment.

Consultant shall assume all responsibility to assure that vehicles conform to all safety and operational standards that may be required by the State and Federal Government or other bodies of applicable jurisdiction.

Vehicles utilized in this program shall be safe for operations on public streets and freeways and meet all requirements in the California Vehicle Code for said vehicles. All parts of vehicles shall conform to the California Vehicle Safety Standards and the California Administrative Code, if applicable. Particular attention shall be directed to C.H.P. Motor Carrier Safety Regulations.

Consultant shall submit an Inspection Report and a copy of its General Public Para-transit Vehicle Certification from the California Highway Patrol indicating that the vehicles to be used in the Calabasas's Beach Bus Program have met the C.H.P.'s safety and operation standards for Para-transit vehicles, to the City prior to finalizing the contract.

All required repairs shall be the responsibility of the Consultant and may not be performed by the City.

The City reserves the right in its sole discretion to review maintenance records of, inspect and reject temporarily or permanently, by notice to the Consultant, any vehicle the Consultant utilizes which the City deems unacceptable. Necessary repairs made to Consultant's vehicles shall be made within three days of notice of repair by the City. The Consultant shall submit to a subsequent vehicle inspection on or before the fourth day following the inspection at which the deficiency(ies) was (were) discovered by the City. Failure to comply with this provision shall automatically terminate this agreement.

The Consultant shall maintain and operate the Summer Beach Bus Program at its expense. Said operating costs shall include, but not be limited to, vehicle fuel, vehicle maintenance and repair, liability insurance, personnel wages, taxes, and fringe benefits, licensing, dispatching, radio

EXHIBIT A SCOPE OF WORK

equipment, training, supervision, data collection, management, advertising, publications, storage and parking charges and fines.

Consultant shall provide a certificate of insurance to the City naming the City as an additional insured in the amount of \$2,000,000 general liability.

All vehicle replacement parts, equipment and all repairs shall be provided by the Contractor at Consultant's expense.

A cell phone shall be provided by the Consultant to the driver at all times.

Daily ridership logs shall be forwarded to the City on a weekly basis detailing the number of riders boarding and exiting bus at each stop.

Head signs to be fabricated and installed by Consultant with costs to be paid by Consultant.

Plan Route Frequency and Days of Service.

Summer Beach Bus:

Included herewith and as a part hereof is Exhibit A, describing the location and extent of the route to be served. The route shall operate four days a week (Mon, Tues, Thurs, Fri.), June 17, 2012 through August 16, 2012, holidays excluded (a total of 36 service days) at times and stops described in A-10. If and when increased rider-ship calls for it, the Consultant shall provide additional round trips on the service days designated above, as directed by City. City may cancel bus trips with a one day notice without penalty to the City. Bus trips canceled on the same day as scheduled for operation will be subject to a cancellation charge, except in cases of Force Majeure as defined by this scope.

Summer Camp Excursions:

Included herewith and as a part hereof is Exhibit A, describing the location and extent of the route to be served described in A-11. If and when increased rider-ship calls for it, the Consultant shall provide additional round trips on the service days designated above, as directed by City. City may cancel bus trips with a one day notice without penalty to the City. Bus trips canceled on the same day as scheduled for operation will be subject to a cancellation charge, except in cases of Force Majeure as defined by this scope.

Contractor's Service Requirements.

Monitoring of Schedules and Service (Consultant). Consultant shall monitor schedules, service and report rider-ship to City on a regular basis and indicate the need to maintain, reduce or increase the frequency of operations. Rider-ship shall be recorded daily and submitted weekly to

EXHIBIT A SCOPE OF WORK

the City. The records will include the number of people boarding at each stop location for each trip on all service days.

Monitoring of Schedules and Services (City). City shall have the right to have authorized personnel board at no cost to City all buses utilized by Consultant in the performance of services herein for the purpose of monitoring the Consultant's schedules and services.

Personnel (Consultant). Consultant shall supply a sufficient number of properly qualified persons to operate and maintain its equipment and to provide the services required hereunder. All of Consultant's employees shall at all times while on duty in the performance of the services required herein be neatly and cleanly dressed, and shall at all times maintain a courteous cooperative attitude in their contact with the public. All such personnel who are likely to be in contact with the public shall be trained to give accurate information concerning the routes and schedules of operations of the bus system.

Consultant shall during the normal bus operating hours have a manned office to accept calls of emergency and informational nature as it relates to bus service.

Upon notice from City concerning the conduct, demeanor or appearance of such persons in the employ of Consultant who are not conforming to the above, Consultant shall forthwith take steps necessary to remove or alleviate the cause of the objection.

The Consultant shall be solely responsible for the satisfactory work performance of its employees.

The Consultant shall be solely responsible for payment of all employees' and/or subcontractor's wages and benefits. Consultant's personnel wages and work hours shall be in accord with Local, County, and State regulations affecting such personnel.

Without any expense to the City the Consultant shall comply with the requirements of employee liability, worker's compensation, employment and social security.

The Consultant shall hold harmless the City of any liability, damage, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

Consultant shall use appropriate driver screening and selection criteria in order to employ drivers. These criteria will include Department of Motor Vehicles record check.

Consultant shall develop, implement and maintain a driver training and retraining program subject to the City review and approval. All drivers and dispatchers shall participate in the program.

EXHIBIT A SCOPE OF WORK

Dispatch and any other personnel who may, from time-to-time, be assigned to call intake and/or information duties shall be trained in customer relations skills, telephone manners, accident/incident reporting, service procedures, fares, geographical area(s) serviced and in the special needs of the general public with regard to transportation and communication.

A sufficient number of regularly scheduled drivers and standby drivers shall be employed to ensure consistent and reliable service. The driver's name must be clearly identified while performing their duties.

All personnel assigned to this project shall be responsible for knowledge of the Transportation Program.

All personnel shall maintain a professional, courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Discourtesy, rudeness or the use of profanity will not be tolerated and shall be grounds for immediate removal of the offending employee from performing work within the Calabasas Beach Bus Program and or Camp Excursion Program.

Personnel shall report all passenger complaints and/or any operational problems. The lodging of complaints shall include a qualitative description of the complaint.

Identification. Consultant shall furnish head signs to identify the service and place logos supplied by City place on the exterior of the buses. All head signs shall be subject to the approval of City.

Consultant also agrees to provide space and framing to install signs furnished by City at no additional cost to City on the side, front, back and interior of buses furnished pursuant to this Agreement, for identification and promotional material.

City logo signs must be mounted by Consultant at all times that the bus is in operation.

On-time Performance. Consultant shall operate buses strictly according to the most current bus schedules provided by City and to a reasonable on-time performance standard except where service is interrupted for those reasons stated hereinafter. If service is interrupted, Consultant shall notify City immediately of the situation and provide an estimate of schedule disruption.

Changes in Routes, Frequency, Stops and Equipment.

City may from time to time require changes to be made on the route, frequency of service, stop locations and equipment. Said changes will be requested of Consultant in writing 5 days in advance of the implementation of the change. Consultant shall after receipt of written notice take

EXHIBIT A SCOPE OF WORK

the necessary steps to institute such change in the most expedient manner possible.

Fares or Charges.

Acceptable fares for the Beach Bus shall be:

\$2.00 each direction (\$4.00 roundtrip)

OR

\$50 summer pass

City will notify the Consultant in writing of any changes in the fares during the term of this contract. Consultant shall charge and collect from the persons utilizing said transportation system the fares or charges, as may be established by City in fare boxes of a type approved by City. Consultant shall accept valid vouchers or tokens, as may be authorized or provided by City from said persons in lieu of money.

Consultant shall, upon such forms as shall be prescribed by City, furnish weekly to City a daily accounting of all revenues collected. The revenues collected each month will be deducted from the amount due to Consultant for the services provided during that month.

Force Majeure.

Consultant shall not be charged, nor shall City demand from Consultant damages because of failure to provide the services indicated in the Agreement due to unforeseeable cause beyond the control and without the fault or negligence of Consultant. Such causes of excusable delay may include acts of federal and/or state governments, acts of City, or anyone employed by it, acts of public enemy, fires, floods, snow storms, epidemic quarantine, restrictions, strikes, freight embargoes, and public road closures, but in every case the delay is excusable only for so long as, and to the extent that, the excusable delay continues.

In the event that the Consultant is unable to provide the services indicated due to any cause, it shall make a reasonable attempt at its expense, to so notify the public patronizing the service.

Performance Bond.

Consultant shall procure, at its expense, and keep in effect at all times during the term hereof, a surety bond equivalent to 25% of the aggregate Agreement amount in favor of City and executed by a corporate surety authorized to conduct business as a surety in the State of California. Such bond shall be conditioned upon faithful performance by Consultant of the terms and conditions

EXHIBIT A SCOPE OF WORK

of the Agreement and shall be renewed to provide for continuing liability in the above amount notwithstanding any payment or recovery thereon. Said bond shall not be subject to cancellation except after notices to the City Manager by registered mail at least 45 days prior to the date of cancellation. Consultant shall submit said bond to City concurrently with the execution of this Agreement.

Upon failure of Consultant to keep such bond in effect at all times during the term hereof, City may terminate this Agreement by giving Consultant 5 days' notice in advance of such termination.

Changes in services provided by Consultant, including but not limited to changes in routes, schedules and stops made pursuant to this Agreement shall in no way release Consultant or its surety herein from their obligations. Notice of such changes shall be waived by the surety.

Project Manager (Consultant).

Consultant agrees that **Nanette Manzini** (General Manager) shall be the Project Manager for all aspects of the services to be performed hereunder. Said Project Manager shall have full authority to act for the Consultant. The Consultant shall notify City in writing of any subsequent changes in the Project Manager.

Emergency In-Lieu Performance by City.

In the event that Consultant fails, neglects or is unable to timely perform any of the services as specified herein, City reserve the right, without terminating the Agreement as specified in Section 14, and without declaring the Agreement in default as specified in Section 15, to provide such services, until such time as Consultant demonstrates its ability to continue performance. Consultant agrees to pay City for the reasonable costs thereof.

Business Records Retention and Inspection.

Consultant shall maintain separate complete and accurate books and records which relate to those aspects of the service described in Section 2 of this Agreement, including statements of utilization of the service (ridership), on time performance, and income reports relating to the service.

Consultant shall retain all records relating to this Agreement for a minimum period of 5 years following expiration or termination hereof. All such records shall be available for inspection by designated auditors of City and the State of California at reasonable times during normal working hours.

EXHIBIT A SCOPE OF WORK

Consultant shall maintain and make available to City and/or appropriate State agencies records pertaining to said service in accordance with the State Uniform System of Accounts.

If at any time during the term of this Agreement or at any time after the expiration or termination of the Agreement, authorized representatives of City conduct an audit of Consultant regarding the service provided to City per the terms of this Agreement and if such audit finds that City dollar liability for such service is less than payments made by City to Consultant, then Consultant agrees that the difference shall be either: (1) repaid forthwith by Consultant to City by cash payment, or (2) at City Manager option, credited against any future payments hereunder to Consultant. If such audit finds that City dollar liability for service provided hereunder is more than payments made by City to Consultant, the difference shall be paid to Consultant by City by cash payment, provided that in no event shall City maximum obligation for this Agreement, as set forth in the Agreement, be exceeded.

Non-Discrimination.

Consultant agrees that in hiring employees for work under this Agreement, or any subcontract hereunder, neither it, nor any person acting on its behalf shall by reason of race, religion, color, national origin, ancestry, physical handicap, or sex discriminate against any person who is qualified and available to perform the work to which the employment relates. Nor will Consultant discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, religion, color, national origin, ancestry or sex.

In the event of Consultant's noncompliance with the nondiscrimination provision of this Agreement, City shall impose such sanctions as they may determine to be appropriate, including but not limited to; (a) withholding of payments to the Consultant under the Agreement until the Consultant complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

Inspection.

City, or any person representing City, shall at all times have access and the right to inspect Consultant's equipment and facilities utilized in the performance of this Agreement

EXHIBIT A
SCOPE OF WORK

Calabasas Summer Beach Bus			
Dates	Pickup	Destination	Return
6/17/2013	10:00 AM	Beach Bus	7:20 PM
6/18/2013	10:00 AM	Beach Bus	7:20 PM
6/20/2013	10:00 AM	Beach Bus	7:20 PM
6/21/2013	10:00 AM	Beach Bus	7:20 PM
6/24/2013	10:00 AM	Beach Bus	7:20 PM
6/25/2013	10:00 AM	Beach Bus	7:20 PM
6/27/2013	10:00 AM	Beach Bus	7:20 PM
6/28/2013	10:00 AM	Beach Bus	7:20 PM
7/1/2013	10:00 AM	Beach Bus	7:20 PM
7/2/2013	10:00 AM	Beach Bus	7:20 PM
7/4/2013	10:00 AM	Beach Bus	7:20 PM
7/5/2013	10:00 AM	Beach Bus	7:20 PM
7/8/2013	10:00 AM	Beach Bus	7:20 PM
7/9/2013	10:00 AM	Beach Bus	7:20 PM
7/11/2013	10:00 AM	Beach Bus	7:20 PM
7/12/2013	10:00 AM	Beach Bus	7:20 PM
7/15/2013	10:00 AM	Beach Bus	7:20 PM
7/16/2013	10:00 AM	Beach Bus	7:20 PM
7/18/2013	10:00 AM	Beach Bus	7:20 PM
7/19/2013	10:00 AM	Beach Bus	7:20 PM
7/22/2013	10:00 AM	Beach Bus	7:20 PM
7/23/2013	10:00 AM	Beach Bus	7:20 PM
7/25/2013	10:00 AM	Beach Bus	7:20 PM
7/26/2013	10:00 AM	Beach Bus	7:20 PM
7/29/2013	10:00 AM	Beach Bus	7:20 PM
7/30/2013	10:00 AM	Beach Bus	7:20 PM
8/1/2013	10:00 AM	Beach Bus	7:20 PM
8/2/2013	10:00 AM	Beach Bus	7:20 PM
8/5/2013	10:00 AM	Beach Bus	7:20 PM
8/6/2013	10:00 AM	Beach Bus	7:20 PM
8/8/2013	10:00 AM	Beach Bus	7:20 PM
8/9/2013	10:00 AM	Beach Bus	7:20 PM
8/12/2013	10:00 AM	Beach Bus	7:20 PM
8/13/2013	10:00 AM	Beach Bus	7:20 PM
8/15/2013	10:00 AM	Beach Bus	7:20 PM
8/16/2013	10:00 AM	Beach Bus	7:20 PM

EXHIBIT A

SCOPE OF WORK

Calabasas Summer Program

Dates	Pickup	Destination	Return	Vehicle
6/19/2013	9:30 AM	Magic Mountain - Older Kids Trip	6:30 PM	Durham
6/19/2013	11:00 AM	Underwood Farms - Younger Kids Trip	5:00 PM	Durham
6/26/2013	9:00 AM	Los Angeles Zoo - Older Kids Trip	5:30 PM	Durham
7/1/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/2/2013	9:30 AM	Underwood Farms - Creekside	12:30 PM	DSS - Seatbelt
7/3/2013	9:00 AM	Lake Casitas - Older Kids Trip	6:30 PM	Durham
7/3/2013	9:00 AM	Lake Casitas - Younger Kids Trip	6:30 PM	Durham
7/8/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/9/2013	10:00 AM	City Parks - Creekside	2:00 PM	DSS - Seatbelt
7/10/2013	9:00 AM	Soak City - Older Kids Trip	6:30 PM	Durham
7/10/2013	10:00 AM	Leo Carillo Beach - Younger Kids Trip	6:00 PM	Durham
7/10/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/11/2013	8:00 AM	California Science Center - Creekside	2:00 PM	DSS - Seatbelt
7/15/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/17/2013	8:30 PM	Knotts Berry Farm - Older Kids Trip	6:30 PM	Durham
7/17/2013	9:00 AM	Adventure City - Younger Kids Trip	5:00 PM	Durham
7/17/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/18/2013	9:30 AM	Sherman Oaks Miniature Golf - Creekside	2:00 PM	DSS - Seatbelt
7/22/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/23/2013	10:00 AM	City Parks - Creekside	2:00 PM	DSS - Seatbelt
7/24/2013	10:00 AM	Angels Stadium - Older Kids Trip	6:00 PM	Durham
7/24/2013	12:30 PM	Bright Child - Younger Kids Trip	4:00 PM	Durham
7/24/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/25/2013	8:00 AM	Gull Wings Museum - Creekside	2:00 PM	DSS - Seatbelt
7/29/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
7/31/2013	9:30 AM	Hurricane Harbor - Older Kids Trip	6:30 PM	Durham
7/31/2013	9:30 AM	Kidspace Museum - Younger Kids Trip	4:00 PM	Durham
7/31/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/1/2013	8:00 AM	Los Angeles Zoo - Creekside	2:00 PM	DSS - Seatbelt
8/5/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/6/2013	10:00 AM	City Parks - Creekside	2:00 PM	DSS - Seatbelt
8/7/2013	10:00 AM	Scooter's Jungle - Older Kids Trip	6:30 PM	Durham
8/7/2013	10:00 AM	Scooter's Jungle - Younger Kids Trip	5:00 PM	Durham
8/7/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/8/2013	8:45 AM	Scooter's Jungle - Creekside	2:00 PM	DSS - Seatbelt
8/12/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/14/2013	8:00 AM	Pacific Park - Older Kids Trip	6:30 PM	Durham
8/14/2013	8:00 AM	California Science Center - Younger Kids Trip	6:30 PM	Durham
8/14/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/15/2013	9:30 AM	Zuma Beach - Creekside	2:00 PM	DSS - Seatbelt
8/19/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/20/2013	10:00 AM	City Parks - Creekside	2:00 PM	DSS - Seatbelt
8/21/2013	12:45 PM	Tennis and Swim Center - Creekside	2:45 PM	DSS - Seatbelt
8/22/2013	9:30 AM	Edwards Cinema - Creekside	1:30 PM	DSS - Seatbelt

EXHIBIT B
APPROVED FEE SCHEDULE

DRAFT

EXHIBIT B
APPROVED FEE SCHEDULE

From: Manzini, Nanette [mailto:nmanzini@durhamschoolservices.com]
Sent: Friday, May 10, 2013 8:35 AM
To: Ryan Thompson
Subject: Beach bus rates

Hi Ryan,

New rates for 2013 City of Calabasas Beach bus rate are as follows.

Beach Bus Hourly Rate: 2.2 % increase New rate \$69.60

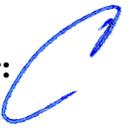
City Of Calabasas excursion trips are as follows.

5 Hr. base \$335.26 each additional hr. 53.07 hr.

Nanette Manzini
General Manager
Calabasas 2010
Cell # 805-432-6831
Office # 818-880-4257 Ext. 77210
Fax # 818-880-5813
nmanzini@durhamschoolservices.com

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CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MAY 15, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-1369, AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY OF CALABASAS FOR THE PURPOSES OF SECURING FUNDING THROUGH THE FY2013 TIGER V INFRASTRUCTURE GRANT TO FUND THE LOST HILLS BRIDGE AND INTERCHANGE PROJECT.

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Staff recommends that that City Council adopt Resolution 2013-1369, authorizing the City Manager to represent the City of Calabasas for the purposes of securing funding through the FY2013 TIGER V Infrastructure grant to fund the Lost Hills/US101 Freeway Bridge and Interchange Replacement Project.

BACKGROUND:

The Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program (TIGER), is a program that was enacted under the American Recovery and Reinvestment Act (ARRA). TIGER provides a unique opportunity for the U.S. Department of Transportation to invest in transportation projects that promise to achieve critical national, regional, or metropolitan objectives.

DISCUSSION:

The TIGER grant is a valuable funding option for transportation infrastructure projects. The Federal Highway Administration (FHWA) announced that funds were available for a fourth round of projects under this funding mechanism in April 29, 2013 (Exhibit A). The grant has a lower limit of \$10,000,000 and the range of awards for urban areas is \$10,000,000 - \$20,000,000 dollars and funds are intended to assist agencies to complete capital infrastructure projects for transportation.

A successful award of this grant will provide the final gap funding for the Lost Hills Road/US101 Bridge and Interchange Replacement project. Public Works Staff have been coordinating efforts to develop a competitive application package with Representative Waxman and his staff in Washington D. C. Representative Waxman's office has promised positive acknowledgement of the importance of the project when applications are being reviewed for funding. Additionally Staff has received an endorsement letter on the project from Caltrans and is working to acquire support from Metro. Staff is continuing to secure letters of support for the June 3 deadline of the application.

The grant requires that an applicant's governing board (City Council) authorize an individual to represent the agency and make decisions on issues pertaining to the grant. Resolution 2013-1369 (Exhibit B) will authorize the City Manager to represent the City of Calabasas and City Council for all decisions required for award and administration of the TIGER V funds.

FISCAL IMPACT/SOURCE OF FUNDING

This Council action would not incur additional costs to the City.

REQUESTED ACTION:

Staff recommends that that City Council adopt Resolution 2013-1369, authorizing the City Manager to represent the City of Calabasas for the purposes of securing funding through the FY2013 TIGER V Infrastructure grant to fund the Lost Hills/US101 Freeway Bridge and Interchange Replacement Project.

ATTACHMENTS: **Exhibit A:** TIGER IV Fact Sheet
Exhibit B: Resolution 2013-1369



U.S. Department of Transportation
Federal Railroad Administration



TIGER Discretionary Grant Program

The Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program, provides a unique opportunity for the U.S. Department of Transportation to invest in road, rail, transit and port projects that promise to achieve critical national objectives. Congress dedicated \$1.5 billion for TIGER I, \$600 million for TIGER II, \$526.944 million for TIGER III, \$500 million for TIGER 2012, and \$475 million for the 2013 round of TIGER grants. The Federal Railroad Administration (FRA) currently administers more than \$328 million in TIGER funds. Additional program and application information can be found at www.dot.gov/tiger.

Eligible Applicants

- State, local and tribal governments, including U.S. territories
- Transit agencies
- Port authorities
- Metropolitan planning organizations (MPOs)
- Other political subdivisions of State or local governments
- Multi-State or multi-jurisdictional groups applying through a lead applicant, where each member and the lead applicant are eligible applicants

Eligible Projects

- Freight rail projects
- High speed and intercity passenger rail projects
- Port infrastructure projects
- Highway or bridge projects eligible under title 23, United States Code
- Public transportation projects eligible under chapter 53 of title 49, United States Code

Program Highlights

- \$161.3 million for freight rail projects, including \$46 million for bridge rehabilitation projects, leveraging significant private investment from the freight industry and enhancing the efficiency of freight movements
- \$166.8 million for passenger rail projects, including \$128 million towards new intermodal transportation center projects, improving access and helping achieve economic and workforce development goals for local jurisdictions
- Enhanced partnerships between FRA and other DOT modes including Federal Highway Administration, Federal Transit Administration and the Maritime Administration to deliver multi-modal projects.

FRA-Administered TIGER Awards Summary

Program	Amount	
TIGER 2012	\$ 86,954,490	<ul style="list-style-type: none"> • 22 total projects • 40% of TIGER projects with a rail component • 29% of TIGER funds for projects with a rail component • More than 10% of all TIGER funding
TIGER III	\$ 58,731,805	
TIGER II	\$ 79,522,495	
TIGER I	\$ 103,000,000	
TOTAL	\$ 328,208,790	

FRA-Administered TIGER 2012 Awards

State	Project Name	Amount
AR	West Memphis International Rail Port	\$ 10,953,244
CA	Sacramento Valley Station Improvement	\$ 15,000,000
NC	Raleigh Union Station Phase I	\$ 21,000,000
NY	Hunts Point Freight Rail Improvement Project	\$ 10,000,000
NY	Rochester Intermodal Transportation Center	\$ 15,000,000
OR	Siskiyou Summit Railroad Revitalization	\$ 7,089,192
VT	Northern Vermont Freight Rail Project	\$ 7,912,054
TOTAL		\$ 86,954,490



RESOLUTION NO. 2013- 1369

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO REPRESENT THE CITY OF CALABASAS FOR THE PURPOSES OF SECURING FUNDING THROUGH THE FY2013 TIGER V INFRASTRUCTURE GRANT TO FUND THE LOST HILLS BRIDGE AND INTERCHANGE REPLACEMENT PROJECT.

WHEREAS, the City of Calabasas is desirous of constructing a replacement structure at Lost Hills Road and the US101 freeway bridge and interchange; and

WHEREAS, the City of Calabasas has secured funds to finance this project through implementing the Bridge and Thoroughfare District and through the inclusion of this project Measure R Sub Regional Funds; and

WHEREAS, the project costs require additional sources of funding for construction; and

WHEREAS, the 2013 TIGER V grant through the US Department of Transportation is an opportunity to secure this funding in the second scheduled year of construction;

NOW, THEREFORE, BE IT RESOVED that the Calabasas City Council so orders that the City Manager is hereby authorized and directed to represent the City of Calabasas for the purposes of securing 2013 TIGER V infrastructure grant funds from the US Department of Transportation for the purposes of constructing the Lost Hills Road/US101 Bridge and Interchange Replacement project.

PASSED, APPROVED AND ADOPTED this 22nd day of May, 2013.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC, City Clerk

APPROVED AS TO FORM:

Scott H. Howard, Interim City Attorney



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: MAY 13, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ISIDRO FIGUEROA, PLANNER
Andrew Cohen-Cutler **ANDREW COHEN-CUTLER, ASSOCIATE PLANNER**

SUBJECT: CONSIDERATION OF FILE NO. 130000481, AN APPEAL OF THE PLANNING COMMISSION DECISION TO APPROVE A THREE-LOT HOUSING PROJECT AT 23401 MULHOLLAND HIGHWAY (2069-065-001; 002& 003), FILE NO. 110001621..

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2013-1365, denying the appeal (File No. 130000481) and upholding the Planning Commission decision.

BACKGROUND:

On November 17, 2011 Diamond West, Inc., on behalf of the applicant/owner, BSVERCOM, LLC., submitted a request for a Pre-Application Review for the construction of three, two-story single-family residences on three vacant parcels. On December 6, 2011, the Pre-Application went before the Development Review Committee (DRC) and comments were provided to the applicant. On May 7, 2012 Diamond West, Inc., on behalf of the applicant/owner, BSVERCOM, LLC., submitted a request for a Site Plan Review, a Scenic Corridor Permit, a Lot Line Adjustment, a Variance and an Oak Tree Permit for the construction of 3 new single-family residences.

The proposed project went before the Development Review Committee on June 4, 2012. Comments made by DRC were routed to the applicant to be addressed. The following are some of the more significant comments made at the meeting, to which the

applicant responded and subsequently prepared amended plans, reports, and materials:

- Project will require a MND.
- Provide a precise grading plan hydrology plan.
- Provide geotechnical report and soils report.
- Obtain Fire Department approval to proceed to public hearing process.

The project went before the Architectural Review Panel (ARP) on June 22, 2012 and September 28, 2012. On the June 22, 2012 ARP meeting the Panel made the following suggestions:

- Requested visual aids to demonstrate impacts of grading and construction.
- Incorporate minor architectural revisions to each residence.

At the September 28, 2012 ARP meeting the Panel recognized the effort made by the applicant to incorporate all the suggestions made in the previous meeting. The applicant proceeded to demonstrate to the Panel a computer simulated video depicting the visual impacts of grading and construction to the Scenic Corridor. The ARP recommended approval with minor modifications to proposed Mulholland Highway entry gates and driveways.

In November 2012, Rincon Consultants, Inc. prepared an Initial Study (IS) for the project. The document assessed the potential environmental impacts of the project. The study was submitted to the City Planning Division, and upon review, it was determined that although the proposed project could have a significant impact on the environment, impacts would be less than significant because revisions in the project have been made by or agreed to by the project developer and mitigation measures have been incorporated or made a condition of approval, which reduce potential adverse impacts to less than significant levels. Therefore, pursuant to the California Environmental Quality Act (CEQA), a Draft Initial Study-Mitigated Negative Declaration (IS-MND) was prepared for the project, which indicates that the environmental impacts of the project have been mitigated to a less than significant level. The Notice of Availability (NOA)/ Notice of Intent (NOI) to adopt the Mitigated Negative Declaration was circulated for a 30-day public review period, which began on November 15, 2012 and closed on December 14, 2012. Additionally, the NOA/NOI was sent to all property owners within a 500 radius of the project site and to all of the Homeowner Associations registered with the city. Staff received four comment letters on the IS-MND from outside agencies that identified procedural protocols; the letters did not comment on the specifics of the project itself nor did they question the analysis or conclusions of the IS-MND. The four outside agencies were: California Department of Transportation, Native American Heritage, Los Angeles County Sheriff, and County of Los Angeles Fire Department. The comment letters, the responses to these comments, and the Mitigation Monitoring and Reporting Program can be found in the attached Final IS-MND.

The project and the IS/MND were reviewed by the Planning Commission on April 18, 2013. During the public hearing, members of the public voiced concerns about potential environment impacts that may result from approval of the proposal to construct three single-family residences on the three existing vacant lots. Persons testifying at the public hearing expressed concerns about: 1) the City's decision to use an IS-MND versus an Environmental Impact Report (EIR) to comply with the California Environmental Quality Act (CEQA); 2) the proposed removal of vegetation as part of on-site grading and fuel modification; 3) impacts to wildlife corridors and open space; and, 4) and the proposed conservation easements. The Planning Commission questioned staff and the CEQA consultant regarding the environmental impacts identified in the MND, and the types and amounts of mitigation discussed and required for specified impacts; the Commission was satisfied with the responses. After reviewing all of the evidence brought before them, the Planning Commission adopted Resolution 2013-542, approving the adequacy of the Final Mitigated Negative Declaration which was prepared in accordance with CEQA (Attachment B). Subsequently, the Planning Commission approved Resolution 2013-543, approving the three-lot housing project (Attachment C).

On April 26, 2013, the decision by the Planning Commission to adopt a MND for File No. 110001621 was appealed by the Cold Creek Community Council. The appeal argues that the MND prepared for the project is inadequate, and that an EIR is required to comply with CEQA (Attachment D). Specific reasons for the appeal can be found in the 'Appeal' section of the Discussion/Analysis portion of the staff report below. On May 1, 2013, staff prepared a brief memo informing the Council of the appeal in an effort to assist the Council in familiarizing themselves with the project and to review the evidence the Planning Commission considered during their decision-making process (Attachment E- without exhibits).

DISCUSSION/ANALYSIS:

Project

The project area is comprised of 3 contiguous parcels; Lot 1 (2069-005-001/ 6.2 acres); Lot 2 (2060-005-002/ 5.0 acres); and Lot 3 (2069-005-003/ 6.06 acres). The lots are located along the north side of Mulholland Highway between Park South Street and Old Topanga Canyon Road. The subject site is directly across Mulholland Highway from Viewpoint School. The applicant is approved to construct one single-family residence on each lot. The lots all slope upward from Mulholland Highway to the proposed finish elevations ranging from 1,149 feet above sea level (asl) to 1,252 feet asl. The proposed finish pad elevations would be lower than pad locations commonly found in the surrounding residential developments (Calabasas Ridge, Clairidge and Park South). Each of the three single-family residences have been designed to comply with the Hillside and Ridgeline development standards contained within of Section 17.20.150 of the Calabasas Municipal Development Code for grading; overall design; retaining wall construction; colors; and building site location.

A Lot Line Adjustment has been proposed between Lot 1 and the neighboring parcel to the east Lot 2; both part of the proposed project. The eastern lot line of parcel 1 is proposed to be relocated a maximum of 132 feet to the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. Lot 3 remains unchanged. An approved Lot Line Adjustment will facilitate the creation of a more environmentally sound location to construct the proposed residence while not creating any additional buildable lots. Both lots 1 and 2, as reconfigured will continue to easily exceed the minimum lot size standards for the RR zone, which is 1.0 acre.

The project applicant also received approval of a variance to be able to measure the 35 feet maximum height of the proposed single-family residence on lot 1, (APN: 2069-005-001), from finished grade. CMC Section 17.20.140(B) stipulates that the maximum allowable height shall be measured as the vertical distance whichever is lower to an imaginary plane located the allowed number of feet above and parallel to natural or finished grade. In this case, the decision to place the single-family residence upon a “fill” pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site. This approach will also result in less grading of the hillside, consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37. Additionally the proposed grading is consistent with the Calabasas Municipal Development Code; specifically policies stipulated by Chapter 15.10 and Sections: 17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a)and (c).

Appeal

In the appeal that has been filed, several issues are raised. The first issue raised is that the project is located within the Mulholland Highway Scenic Corridor and in the Dry Canyon Creek watershed. The appeal letter states that project location contains ephemeral streams, which would require the input of the California Department of Fish and Game. The Biological Resources Assessment prepared by Rincon Consultants, Inc. and included as a technical appendix of the IS-MND identified **two jurisdictional drainage features** that transverse north to south in the western and eastern portions of the site. The Biological Resource Assessment did not identify any streams on the project site. However, because the two on-site jurisdictional drainages (.021 total acres within study area) have potential connectivity to the Pacific Ocean, and the they contained hydrologic indicators, the drainages and associated depression areas were considered waters of the United States as defined in Section 404 of the Clean Water act, which are regulated by the United States Army Corps of Engineers. The two jurisdictional drainage features were also determined to be waters of the state

pursuant to Section 401 of the Clean water Act as regulated by the Regional Water Quality Control Board. Finally, the entire riparian corridor was determined to fall under the jurisdiction of the California Department of Fish and Game (0.37 total acres within the study area), which includes plants that are dependent upon the drainage feature for survival.

The Draft IS-MND was circulated to public agencies for 30-day public review period, which commenced on November 15, 2012 and closed on December 14, 2012. The Draft IS-MND was sent to the California Department of Fish and Game and the Regional Quality Water Control Board during the public review period and staff did not receive any comments from the aforementioned agencies. Additionally, Mitigation Measures BIO-3 and BIO-4 found in the IS-MND and the Mitigation Monitoring and Reporting Program (MMRP) require that the applicant obtain the appropriate wetland permits/agreements and complete the required on-site or off-site restoration in conformance with the appropriate state and federal agency permits/agreements. The California Department of Fish and Game had an opportunity to review this project and the IS-MND during the public review period and comments were not received. Nevertheless, the project is conditioned to enter into a Streambed Alteration Agreement with the California Department of Fish and Game prior to the issuance of a grading permit. The on-site wetland mitigation required to offset impacts to the riparian corridors must be completed prior to the issuance of a Certificate of Occupancy for the first residential unit. Consequently, the IS/MND already fully identifies the potential impacts to local water bodies and it identifies applicable agency reviews and permitting, as well as appropriate mitigation.

The appeal letter also states that the project is situated within the habitat linkage between the Wild Walnut Park and Dry Canyon Creek Park. Pursuant to Figure IV-1 included in the City of Calabasas 2030 General Plan Conservation Element, the project site is not located within a Significant Ecological Area as established by Los Angeles County; nor is it located within any Wildlife Linkage or Corridor, Ecological Area and Corridor. These areas are concentrated in the central and western portions of the City, the nearest of which begins over 2 miles to the west, in close proximity to Las Virgenes Road, Conservancy owned open space, and Malibu Creek State Park. Furthermore, the project site is not located within wildlife connectivity areas as defined by the California Essential Habitat Connectivity Project. For these reasons and because the project site is surrounded on all sides by either residential or institutional development (Calabasas Ridge subdivision to the north, Clairidge subdivision to the east, Mulholland Highway and Viewpoint school to the south, and Park South and Calabasas Highlands subdivisions to the west) and the project would preserve the majority of the site in an undisturbed condition, the IS-MND determined that project-related impacts to wildlife movement and wildlife connectivity would be less than significant.

The appellant argues that the project would result in significant adverse ecological impacts from direct loss of high-quality habitat that connects the Santa Monica Mountains ecosystem. The IS-MND determined that impacts to

ecological systems would be less than significant after mitigation. This determination was based upon field surveys completed by Rincon Consultant's Biological Resources team on January 13, 2012, April 27, 2012 and June 27, 2012. The data collected during these field surveys was used to prepare a site-specific Biological Resource Assessment and a Rare Plant Survey Report, both of which were attached to the IS-MND as Appendix B. These reports provide a complete description of the project site's existing ecological characteristics, including physical characteristics, natural plant communities, general wildlife, special status plant species, special status wildlife species, jurisdictional waters and wetland environments, wildlife movement, and other resources protected by local policies and ordinances (such as oak trees). Furthermore, project-related impacts to the site's existing ecological function were analyzed using GPS based spatial analysis, which categorized ecological impacts down to 1/100th of an acre. To reduce the project's impact on 1.71 acres of sensitive ecological habitat (31% of on-site sensitive habitat areas), five mitigation measures are required, which would ultimately reduce impacts to special status wildlife, nesting birds, jurisdictional waters and riparian habitats, and oak trees to less than significant levels. Therefore, pursuant to CEQA Guidelines Section 15070, a Mitigated Negative Declaration is the appropriate level of review for the proposed project under CEQA.

In the appeal that has been filed, the appellant argues that the project would result in unavoidable and very significant adverse impacts from fire department required fuel modification and driveway related impacts within the Scenic Corridor. The IS-MND provides a detailed analysis of the potential for project-related visual impacts, including impacts to the Mulholland Scenic Corridor. The visual impacts associated with project grading and construction were fully described in Section I. Visual Resources (pages 17-19) of the IS-MND. Within this section, the proposed pad elevations and buildings heights were compared to the existing residents that surround the project site; the pad and building heights were also compared to the surrounding ridgeline elevations to determine if the project would substantially alter views through the site (from existing dwellings or public views of surrounding scenic vistas – described as views from Creekside Park and Wild Walnut Park). In addition, the project's impacts on the Mulholland Scenic Corridor were assessed using detailed visual simulations (included as Appendix F of the IS-MND) that display the project site's "post-development" condition as seen from various locations along Mulholland Highway. These simulations along with the project's grading plans were prepared to the applicable provisions of the 2030 General Plan's Community Design Element. Portions of the building plans (i.e., scale and length of proposed cut/fill slopes and driveway retaining walls) were found to potentially be in conflict with these provisions. Therefore, five mitigation measures were required that would: (1) screen wall surfaces and buildings,(2) provide informal masses of trees in accordance with the surrounding environment, (3) create more natural slope transitions, (4) screen the driveways and associated retaining walls, and (5) establish exterior building colors that are compatible with the natural setting. After mitigation, impacts on visual resources were determined to be less than significant.

The project's potential to create visual and biological impacts as part of fuel modification were also considered in Section I (Aesthetics), and Section IV (Biological Resources) of the IS/MND. The fuel modification boundaries are shown on Figure 6a (Parcel 1), Figure 6b (Parcel 2), and Figure 6c (Parcel3). Page 35 of the IS-MND clearly states that 2.54 acres of overall project-related disturbance would be associated with fuel modification (fuel modification that extends beyond the limits of grading). Within the 2.54 acres, the IS-MND clearly states that 0.75 acres of sensitive habitat would be affected. The argument made by the appellant that "Almost all of the property will be needed for fuel modification, which will eliminate existing vegetation necessary to wildlife that currently use that habitat as a corridor" is unsubstantiated, and it conflicts with all of the documentation and analysis contained in the IS/MND.

The appeal letter also asserts that the MND does not identify where the .42 acres of scrub oak will restored since fuel modification requirements will preclude this restoration. Pursuant to Mitigation Measure BIO-5 the applicant is required to submit an Oak Tree Habitat Restoration Program to the City detailing a monitoring schedule, and the maintenance and care program outlined in the Oak Tree Report. A minimum of 23 oaks shall be planted onsite to replace those removed and encroached upon, and 0.42 acre of scrub oak chaparral shall be replaced onsite of the proposed project. Mitigation Measure BIO-5 found in the MMRP also requires that a Final Landscape Plan shall be submitted to the City, which includes the mapped location of the restoration areas onsite, an implementation plan (detailing site preparation and planting irrigation, and fertilization practices), detailed maintenance program practices, and success criteria. Since the applicant is verifying with the federal and state resource agencies as to what permit and restorations plans are required (if any), it is practical that a Final Landscape Plan detailing where the scrub oak habitat is to be planted has not been submitted yet. The primary goal of the Oak Tree Habitat Restoration Program is to ensure that all mitigated oak trees are planted onsite in an area where the survival rate is greater and in conformance with the City's Oak Tree ordinance and resource agency permits. Furthermore, implementation of the Oak Tree Restoration Program is required prior to the issuance of the Certificate of Occupancy of first residential unit per Mitigation Measure BIO-5 found in the MMRP.

The appellant also asserts that no analysis has been done on the visual impacts that the project would create. As previously mentioned, the IS-MND provides a detailed analysis of the potential for project-related visual impacts, including impacts to the Mulholland Scenic Corridor. Visual impacts of the overall project, including the impacts associated with the cut slope proposed on the north side of residence three, are analyzed in Section I. Aesthetics of the IS-MND. This cut slope would not substantially impact views through the site (from private residences to north, from Mulholland Highway along the property frontage, or from Creekside Park and Wild Walnut Park). Three-dimensional topographic studies were completed to assess the project's potential to impact views through and into the site and views of the ridgelines in the immediate vicinity. Visual simulations were also prepared to illustrate the post development condition of the southern property boundary as one travels along Mulholland Highway,

and these simulations were reviewed at the public hearing. Based on these studies, impacts to visual resources would be less than significant after implementation of mitigation measures AES-1 through AES-6.

A number of residential, commercial, and institutional developments have occurred along Mulholland Highway in the vicinity of the project site. Specifically, Viewpoint School has been recently expanded directly south of the project site; the Park South and Calabasas Village residential subdivisions are currently located to the west, and the Clairidge residential subdivision and Calabasas High School are currently located to the east. After implementation of mitigation measures AES-1 through AES-6, the proposed project would not significantly degrade the existing visual environment along Mulholland Highway and would be consistent with Mulholland Highway Scenic Corridor policies.

Finally, the appellant argues in the appeal letter that the project demands and EIR to consider less damaging alternatives. The letter goes on state that without an EIR, there is no public policy justification to grant such discretionary actions such as a lot line adjustment and variances for building height. As previously mentioned in the staff report, and Initial Study was prepared by Rincon Consultants in November of 2012, and it was it was determined that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project developer and mitigation measures have been identified and incorporated into the project which off-site potential adverse impacts. Therefore, pursuant to the California Environmental Quality Act (CEQA), a Mitigated Negative Declaration (MND) was prepared for the project, which indicates that the environmental impacts of the project have been mitigated to a level of less than significant. Tis document was circulated for public review, and was considered and found to be adequate by the Planning Commission at a public hearing; all consistent with CEQA and the CEQA Gudielines.

The lot line adjustment and one variance for measuring the height from finished as opposed to natural grade as required by the Calabasas Municipal Code were fully analyzed in the IS/MND. The IS/MND identified that there is no substantial evidence that, with mitigation, the project may have a significant effect on the environment; therefore, the adoption of the IS/MND is in compliance with the CEQA Guidelines and state law.

ACTIONS AVAILABLE TO THE CITY COUNCIL:

Based upon the evidence and testimony provided, the City Council may either uphold the appeal and reject the Planning Commission decision, or the Council may deny the appeal and uphold the Planning Commission decision. To uphold the appeal, and thereby rejecting the Commission's decision, the Council simply has to vote to not approve the attached resolution, and by minute action state the basis for the action.

Alternatively, the Council may support the Planning Commission decision and adopt the attached resolution (Resolution No. 2013-1365). Staff recommends the latter.

ATTACHMENTS:

- A - City Council Resolution No. 2013-1365
- B - Planning Commission Resolution No. 2013-542
- C - Planning Commission Resolution No. 2013-543
- D - Copy of the Appeal Application dated April 26, 2013
- E - City Council Memo Dated May 1, 2013 (without attachments)
- F - April 18th Draft Planning Commission Minutes

ITEM 7

ATTACHMENT A

CITY COUNCIL RESOLUTION NO. 2013-1365

ADOPTION OF RESOLUTION NO. 2013-1365, TO DENY FILE NO. 130000481 AND UPHOLD THE PLANNING COMMISSION'S DECISION TO APPROVE A THREE-LOT HOUSING PROJECT AT 23401 MULHOLLAND HIGHWAY (APN'S 2069-065-001; 002& 003), FILE NO. 110001621.

Section 1. The City Council has considered all of the evidence submitted into the administrative record, which includes, but is not limited to:

1. Agenda reports were prepared by the Community Development Department.
2. Staff presentation at the public hearing held on May 22, 2013 before the City Council.
3. The City of Calabasas Land Use and Development Code, General Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. All related documents received and/or submitted at or prior to the public hearing.
7. The complete record from the Planning Commission public hearing conducted for this project on April 18, 2013.

Section 2. Based on the foregoing evidence, the City Council finds that:

1. The applicant submitted an application for File 110001621 on May 7, 2012.
2. On June 5, 2012, staff determined that the application was incomplete and the applicant was duly notified of this incomplete status.

3. On March 29, 2013, following many resubmittals the application was deemed complete and the applicant was notified.
4. On April 18, 2013 the Planning Commission unanimously approved (5-0) Resolution 2013-542 adopting the Mitigated Negative Declaration for file No. 110001621 and then unanimously approved Resolution No.2013-543 approving file No.110001621 for a three-lot housing project at 23401 Mulholland Highway (APN'S 2069-065-001; 002& 003).
5. The Planning Commission decision was appealed based upon the adequacy of the Mitigated Negative Declaration on April 28, 2013.
6. Notice of the City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
7. The project site is currently zoned Residential Rural (RR) and Scenic Corridor (SC) overlay zone.
8. The land use designation for the project site under the City's adopted General Plan is Rural Residential (RR).
9. The surrounding land uses around the subject property are zoned Rural Residential (RR) and Scenic Corridor (SC) overlay zone to the east and west, Open Space-Development Restricted (OS-DR) to the north, and Public Facility (PF) and Scenic Corridor (SC) to the south.
10. Notice of City Council public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).

Section 3. In view of all of the evidence and based on the foregoing findings, the City Council concludes as follows:

FINDINGS

A. The mitigated Negative Declaration (MND) provides adequate review of potential environmental impacts, in accordance with CEQA.

Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the City Council finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration based upon the findings as follows:

1. The Mitigated Negative Declaration has been prepared in compliance with the California Environmental Quality Act and the State CEQA guidelines promulgated thereunder; that said Mitigated Negative Declaration and the Initial Study prepared therefore reflect the independent judgment of the Planning Commission; and, further, this Planning Commission has reviewed and considered the information contained in said Mitigated Negative Declaration with regard to the application.
2. Based upon the changes, alterations, conditions of approval, and mitigation measures that have been incorporated into the proposed project, no significant adverse environmental effects will occur.
3. Pursuant to the provisions of Section 753.5(c) of Title 14 of the California Code of Regulations, the Planning Commission finds that in considering the record as a whole, including the Initial Study and Mitigated Negative Declaration for the project, there is no evidence that the proposed project will have potential for an adverse impact upon wildlife resources or the habitat upon which wildlife depends. Furthermore, based upon substantial evidence contained in the Negative Declaration, the staff reports and exhibits, and the information provided to the Planning Commission during the public hearing, the Planning Commission hereby rebuts the presumption of adverse effect as set forth in Section 753.5(c-1-d) of Title 14 of the California Code of Regulations.

B. The Site Plan Review Permit is appropriate and warranted.

Section 17.62.202(E), Calabasas Municipal Code allows the review authority to approve a Site Plan Review Permit provided that the following findings are made:

1. *The proposed project complies with all applicable provisions of this development code;*

The proposed project involves the construction of three single-family residences with ancillary structures on three separate vacant legal lots (APN 2069-065-001 (Lot 1); 2069-065-002 (Lot 2); 2069-065-003 (Lot 3)). Single-family housing and ancillary uses (7.5 maximum height retaining walls, patio covers, pool houses and swimming pools and associated equipment) are all allowed in the Rural Residential (RR) zoning district pursuant to section 17.11.010(F) of the Calabasas Municipal Code (CMC). The project site is bounded by single-family homes to the east (Clairidge Community) and to the west (Park South Community). This proposed project meets all of the applicable Development Standards in the RR zoning classification, with the exception of the height requirement for the proposed residence on Lot 1, for which approval of a

variance is being requested. The height of the proposed residences on Lots 2 and 3 (28ft.) are below the 35 feet allowed under the RR Development Standards. The project proposes to develop 8.5% of Lot 1, 11% of Lot 2 and 7% of Lot 3, which allows for the remainder of the parcels to be left undeveloped; therefore, 91% of Lot 1, 89% of Lot 2 and 92% of Lot 3 will be left permeable. Accordingly, the minimum RR pervious surface requirement is 70%, which all three lots will well exceed. The maximum site coverage allowed per the RR development standards is 30 percent; the proposed project is below that standard by proposing to develop 8.5% of Lot 1, 11% of Lot 2 and 7% of Lot 3; thus, this project meets the site coverage standard. The proposed retaining walls range in height from 1 foot to 7 feet 6 inches. Accordingly, the average height for the retaining walls will not exceed 6'6", consistent with CMC Section 17.20.100(B)(4). The applicant is proposing to landscape along the perimeter of the proposed walls to screen the potential visual impact. The proposed swimming pools and associated equipment are setback a minimum of 10 feet from all portions of the residences and are situated a minimum of 5 feet from all property lines; thus, meeting all development standards set forth for ancillary uses for the RR zone. By complying with all of the residential standards in the residential zone (for the exception of the height requirement of the proposed residence in Lot 1, for which approval of variance is being requested), the project complies with this finding.

2. *The proposed project is consistent with the General Plan, any applicable specific plan, and any special design theme adopted by the city for the site and vicinity;*

The proposed project meets this finding because the Calabasas General Plan Land Use Designation for the aforementioned properties is RR (Residential, Rural) and residential uses are consistent with the general plan land use designation. General Plan Table II-1 designates the RR designation to accommodate for single-family detached housing in a low intensity rural setting. The allowed intensity for the RR designation is one (1) residential dwelling unit per acre or one (1) residential unit per legal lot. The project is proposing for the less intense use by requesting to accommodate for one (1) single-family residence on each legal lot.

All three lots are designated Scenic Corridor, and as prescribed in Community Design Element Policy IX-43 of the General Plan, the project is designed to comply with the Scenic Corridor Overlay Zoning requirements and the Scenic Corridor Design Guidelines such as: minimization of grading, siting development below ridgelines, adaptation to existing topography, preservation of vistas of natural hillside areas

from public streets, design that limits bulk and massing, and use of landscaping to screen and soften development. Furthermore, the project has been designed to comply with Community Design Element Policy IX-47, by integrating barrier screening for visual mitigation by incorporating an undulating berm on Lot 2 to screen the proposed single-family residence from the designated scenic corridor and incorporating decorative walls of various heights and innovative use and placement of evergreen trees throughout the project. Additionally, there are no specific or master plans applicable to this parcel. Therefore, the project meets this finding.

3. The approval of the site plan review is in compliance with the California Environmental Quality Act (CEQA);

An Initial Study and Mitigated Negative Declaration (IS/MND) have been prepared and circulated for review in compliance with the City's adopted CEQA Guidelines, and state law; and the IS/MND has been determined by the Planning Commission to be complete and adequate, per adoption of Planning Commission Resolution No. 2013-542.

4. The proposed structures, signs, site development, grading and/or landscaping are compatible in design, appearance and scale, with existing uses, development, signs, structures and landscaping for the surrounding area;

The three single-family residences are proposed on three legal vacant lots located within a designated scenic corridor (Mulholland Highway). The land areas of the lots are as follows: Lot 1 is approximately 6.20 acres, Lot 2 is approximately 5.0 acres and Lot 3 is approximately 6.06 acres. The existing RR zoning allows for the development of a single-family residence and ancillary uses on each lot. This proposed project meets all of the applicable Development Standards in the RR zoning classification, with the exception of the height requirement for the proposed residence on Lot 1, which approval of a variance is being requested. The project site is located within the Mulholland Highway Scenic Corridor and its location is in close proximity to Viewpoint Academy to the south, single-family homes to the east (Clairidge Community) and to the west (Park South Community) and vacant Open Space-Development Restricted (OS-DR) zoned parcels to north.

The architecture styles displayed by the single-family residences along Mulholland Highway are eclectic with the Mediterranean style predominating for residences in closest proximity to the project site. The proposed single-family residences were designed to display a

Mediterranean architectural style, which complies with all applicable Development Code and Scenic Corridor Overlay provisions, including height (except for the residence on Lot 1 for which variance is necessary), setbacks, architectural elements, etc. The scale of the three proposed single-family residences are consistent with the surrounding residences and when compared to the average floor area ratio of the neighboring properties, the proposed project is below the average. The average living area of the neighboring properties is 8,156.77 square feet with the largest home being 26,247 square feet. The average floor area ratio of the neighboring properties is 0.05%, with the highest floor area ratio being 0.33%. The average living area of the project site is 7,878 square feet with the largest home being 9,881 square feet. The average floor area ratio of the neighboring properties is 0.03%, with the highest floor area ratio being 0.05%. Due to these conditions, the project is compatible with the surrounding uses and development, as well as anticipated uses and development in the neighborhood and, therefore, meets this finding.

5. *The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features;*

The proposed project site is comprised of three legal vacant lots that far exceed the minimum requirement for lot size in a RR zone, which is one (1.0) acre. The lot size of Lot 1 is approximately 6.20 acres, Lot 2 is approximately 5.0 acres and Lot 3 is approximately 6.06 acres. The development of each parcel is required to comply with site coverage standards provided in CMC Section 17.13.020, as well as the landscaping standards identified in CMC Section 17.26.040. The proposed site coverage of 8.5% in Lot 1, 11% in Lot 2, and 7% Lot 3 is significantly less than the maximum allowed 35%. The project also provides conformity to the minimum requirement of 70% permeable landscaping. The proposed permeable landscaping of 91% in Lot 1, 11% in Lot2, and 92% in Lot 3 far exceed the minimum Code requirement of 65%. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the aforementioned percentages remaining in perpetuity based on the terms of the agreement. Accordingly, the proposed project meets this finding.

6. *The proposed project is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible.*

The project site is located along the Mulholland Highway Scenic Corridor on three vacant legal parcels comprised of challenging topography. All three homes have been sited to avoid becoming dominant features along the designated scenic corridor and designed to comply with the Scenic Corridor Design Guidelines. Additionally, the project has been designed to comply with the Hillside and Ridgeline Development Standards identified in CMC Section 17.20.150. In an effort to achieve the goal of sitting the residence on Lot 1 from being visible from Mulholland Highway, the applicant decided to reconfigure Lot 1 and Lot 2 through a lot line adjustment in an effort to create a feasible building location to site the proposed residence on Lot 1 that would create a more environmentally balanced project. The eastern lot line of Lot 1 is proposed to be relocated a maximum of 132 feet to the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. The decision to place the single-family residence upon a "fill" pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for Lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site.

As previously mentioned above, the resulting lot line adjustment would create a feasible building location to site the proposed residence on Lot 1 that would create a more environmentally balanced project. However, the proposed residence when measured from the finished grade would be 29 feet but would exceed the allowable height when measured from the natural grade. CMC Section 17.20.140(B) stipulates that the maximum allowable height shall be measured as the vertical distance whichever is lower to an imaginary plane located the allowed number of feet above and parallel to natural or finished grade as is the case with the majority of the surrounding residences. The applicant is requesting a variance to be able to measure the 29' maximum height of the proposed single-family residence on Lot 1 from finished grade. The property to the north is zoned Open-Space, Development-Restricted so development of a single-family residence is not allowed and; therefore, an approval of a variance to exceed the height standard for the residence on Lot 1 will not carry a

burden to any future development on that property. Furthermore, the strict application of the height development standard restricts the development from accomplishing a more environmentally balanced project that will allow for reduced grading. The proposed single-family residence will sit lower on the subject property resulting in a preferred home site that will be screened by the natural topography. This approach will result in less grading of the hillside, consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37. Additionally the proposed grading is consistent with the Calabasas Municipal Development Code; specifically policies stipulated by Chapter 15.10 and Sections: 17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a)and (c).

The residence for Lot 2 was sited upon a previously graded pad that minimizes grading for construction. Landscaping is proposed around the perimeter of the residence, which includes a six (6) foot high berm that will buffer the residence from the designated scenic corridor. Based on the project's photo simulations, there are two locations where the rooflines of the residence are visible from the designated scenic corridor. The applicant has agreed to landscape those two areas where portions of the rooflines are visible to buffer them from the designated scenic corridor. The residence for Lot 3 has been sited where it will not be visible from the designated scenic corridor and will minimize the amount of grading necessary to construct the structure. Additionally, the location and the retaining walls required for the driveways have been designed to minimize the amount of grading. Accordingly, landscaping that includes native trees and shrubs and will be incorporated to ensure that the driveways blend into the natural landscape as feasible as possible.

In an effort to have the project respect and integrate with the existing surrounding natural environment to the maximum extent feasible, the applicant has agreed to conservation easements on all three lots that would protect a significant amount of habitat area. Lot 1 sets aside 4.4 acres (70%), Lot 2 sets aside 2.8 acres (40%) and Lot 3 sets aside 3.2 acres (53%) for a total of 10.4 acres (60% of the total project area). The conservation easements would prohibit all uses except fuel modification, planting vegetation indigenous to the Santa Monica Mountains, and drip irrigation. Lighting, fencing, materials storage, permanent irrigation, grading, herbicide, rodenticide, and non-native vegetation would be prohibited. Additionally, the applicant has agreed to include a special east-west oriented conservation easement section across the cut slope at the northern boundary of Lot 2 (Condition 18, Resolution 2013-543). The minimum 20-foot wide easement would facilitate wildlife movement. The easement would be free of all fencing, lighting, and facilities other than paths to the reach the proposed solar panels and underground utilities.

Finally, the existence of the aforementioned easements will preclude any additional future development (including single-family residences) on all three lots. The City of Calabasas has incorporated all of the agreed upon conditions between the Conservancy and the applicant. As such, for the all reasons mentioned above, this project meets this finding.

C. The Scenic Corridor Permit is appropriate and warranted.

Section 17.62.050(D), Calabasas Municipal Code allows the review authority to approve a Scenic Corridor Permit provided that the following findings are made:

1. The proposed design complies with the scenic corridor development guidelines adopted by the City Council;

The Scenic Corridor Development Guidelines were developed to help development contribute to rather than detract from the visual beauty of the Designated Scenic Corridors. Some of the goals include reference to using medium to dark roof colors, using non-glare materials, avoidance of large blank facades, use of architectural articulation throughout all elevations, structures designed and sited to minimize visual impacts, and use of landscaping to help screen development. In addition, structures shall be sited in the least visually obtrusive location, and shall minimize grading that alters landforms.

The subject properties are visible within the Scenic Corridor viewshed to areas north and east of the proposed property. However, the proposal has incorporated design techniques to all of the proposed structures to ensure consistency with the Scenic Corridor Development Guidelines and ultimately minimize visual impacts. These techniques include locating the proposed structures on the most feasible locations of each property to minimize view of any of the structures from the designated scenic corridor and any additional grading on each site.

The proposed residence on Lot 1 utilizes decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that black wrought iron, Cottonseed smooth-finish stucco, deep olive window trim, and Piedmont blend roof tile shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the

extent possible. The proposed cabana has been sited on the rear of the property to help screen the structure from the designated corridor. Additionally, the cabana has been designed to complement the main residence and incorporate coloration and materials, which includes earth-tone stucco and tile roof.

The proposed residence on Lot 2 has been designed to incorporate trellises, columns, decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Irish Cream smooth-finish stucco and a brown grey tile roof shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible. Additionally, the cabana has been designed to complement the main residence and incorporate coloration and materials, which includes earth-tone stucco and tile roof.

The proposed residence on Lot 3 is designed to incorporate design measures that assist to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated Scenic Corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Café Mocha smooth-finish stucco and an Adobe blend tile roof shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible.

Accordingly, the project has incorporated all of the above-mentioned design measures to conform to the Scenic Corridor Design Guidelines; therefore conforming to this finding.

2. *The proposed project incorporates design measures to ensure maximum Compatibility with and enhancement of the scenic corridor;*

In order for development to be compatible with and enhance the Scenic Corridor, development within a designated Scenic Corridor should be sited

properly, designed in an aesthetically pleasing manner, and utilize design techniques that break up bulk and massing of a structure.

The proposed two-story, Mediterranean-style single-family residence on Lot 1 was relocated in order to avoid having the residence be visible from Mulholland Highway and minimize the amount of total grading. In an effort to achieve the goal of sitting the residence on Lot 1 and to avoid it from being visible from Mulholland Highway, the applicant decided to reconfigure Lot 1 and Lot 2 through a lot line adjustment to provide for a better site location that would benefit the designated scenic corridor. In addition, the project utilizes decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that black wrought iron, Cottonseed smooth-finish stucco, deep olive window trim, and Piedmont blend roof tile shall be utilized to complement the appearance of the development with its surrounding environment.

The residence located on Lot 2 was sited in a previously graded pad that minimizes grading for construction. Landscaping is proposed around the perimeter of the residence, which includes a six (6) foot high berm that will buffer the residence from the designated scenic corridor. Based on the project's photo simulations, there are two locations where the rooflines of the residence are visible from the designated scenic corridor. The applicant has agreed to landscape those two areas where portions of the rooflines are visible to buffer them from the designated scenic corridor. In addition, the project utilizes trellises, columns, decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Irish Cream smooth-finish stucco and a brown grey tile roof shall be utilized to complement the appearance of the development with its surrounding environment. Finally, the cabana has been designed to complement the main residence and incorporate coloration and materials, which includes earth tone stucco and tile roof.

The residence in Lot 3 is sited in the most feasible location that allows for the project to be screened to the designated scenic corridor and minimizes the amount of grading necessary for construction. Design measures that assist to visually enhance the façade of the residence include horizontal line breaks to address bulk and massing issues and

landscaping proposed to be installed along the perimeter of the property to assist in screening the residence from the designated Scenic Corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Café Mocha smooth-finish stucco and an Adobe blend tile roof shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible.

Accordingly, the project has incorporated all of the above-mentioned design measures to conform to the Scenic Corridor Design Guidelines; therefore conforming to this finding.

3. *The proposed project is within a rural or semi-rural scenic corridor designated by the General Plan, and includes adequate design to ensure the continuing preservation of the character of the surrounding area;*

The subject properties are located within the Mulholland Highway designated scenic corridor. Much of this area is characterized by open hillsides, and includes development on large and tract parcels, and designed to blend with the environment, and landscaped to help preserve the character of the corridor. The applicant is proposing to situate the residences in the most feasible locations on each parcel to minimize additional grading and use existing vegetation and oak trees to assist in screening the proposed project from the view shed of the designated scenic corridor. The development of each parcel is required to comply with site coverage standards provided in CMC Section 17.13.020, as well as the landscaping standards identified in CMC Section 17.26.040. The proposed site coverage of 8.5% in Lot 1, 11% in Lot 2, and 7% Lot 3 is significantly less than the maximum allowed 35%. The project also provides conformity to the minimum requirement of 70% permeable landscaping. The proposed permeable landscaping of 91% in Lot 1, 89% in Lot 2, and 92% in Lot 3 far exceed the minimum Code requirement of 90%. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the aforementioned percentages remaining in perpetuity based on the terms of the agreement. Accordingly, the proposed project meets this finding.

4. *The proposed structures, signs, site development, grading, and/or landscaping related to the proposed use are compatible in design, appearance, and scale, with existing uses, development, signs, structures, and landscaping of the surrounding area.*

The proposed project site is located in Mulholland Highway scenic corridor, which is an area mainly characterized by open hillsides and includes development of single-family homes to the east (Clairidge Community) and to the west (Park South Community). The average lot size of the neighboring properties is of 148,847 square feet (the largest parcel having a lot area of 553,494 square feet and the smallest parcel having a lot size of 16,117 square feet). The average square footage of the homes of neighboring properties is of 7,262 square feet (the home with the largest square footage totaled 16,332 square feet and the home with the smallest square footage totaled 4,104 square feet). The average lot size of each parcel within the project site is 236,255 and the average square footage of the residences is 7,878 square feet. The average floor area ratio of the neighboring residences is .098 and the average floor area ratio of the project residences is .03.

The proposed two-story residence on Lot 1 is designed with Mediterranean-style architecture. The Mediterranean-style architecture is consistent with the eclectic architecture found in the area and comparable to the architecture style displayed by the majority of the homes found in the Park South Community. The project has incorporated design measures that are consistent with the Scenic Corridor Design Guidelines, which include the use of wrought iron railings, guardrails, trellises and decks, balconies, stucco, and tile roofing. A step-back design approach has been implemented along all elevations of the residences to reduce perceived bulk and mass. Additionally, decorative wood rafters, wood framed sliding doors and wood framed windows have been incorporated to contribute to the architectural design of the residence.

The proposed two-story residence on Lot 2 has been designed to incorporate trellises, columns, decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. A step-back design approach has been implemented along all elevations of the residences to reduce perceived bulk and mass. Additionally, the project has been conditioned to utilize coloration and materials, which include: stone veneer, wrought iron, earth tone stucco and tile roof that more adequately blend the development with its surrounding environment and community.

The proposed two-story residence on Lot 3 has been designed to utilize coloration and materials, which include: stone veneer along the left side and front elevations, wrought iron, earth tone stucco and tile roof that more adequately blend the development with its surrounding environment and community. A step-back design approach has been implemented along all elevations of the residences to reduce perceived bulk and mass.

The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible. The proposed permeable landscaping of 91% in Lot 1, 89% in Lot 2, and 92% in Lot 3 far exceed the minimum Code requirement of 70%. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the aforementioned percentages remaining intact in perpetuity based on the terms of the agreement. Also, the applicant agreed to incorporate landscaping along all visible portions of the residences to assist in screening the residences from the designated scenic corridor. As such, by implementing all of the elements referenced above, this project meets this finding.

D. The Variance is appropriate and warranted.

Section 17.62.060(E) Calabasas Municipal Code allows the City Council to approve a Variance provided that the following findings are made:

- 1. That there are special circumstances applicable to the property which do not generally apply to other properties in the same zoning district (i.e., size shape, topography, location surroundings), such that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and in identical zoning districts;*

The subject site is unique because of its steep topography compared to the surrounding developed properties and it is bordered to the north by property that is zoned Open-Space, Development Restricted (OS-DR). The original pad location for the proposed residence on Lot 1 was located in a visually prominent location that would have been difficult to screen to the designated scenic corridor. It would have also required extensive grading for the potential driveway and building pad designs. In an effort to reduce the amount of grading for the construction of the proposed residence and driveway configuration on Lot 1 and attempt to site the residence in a more feasible location to conceal the residence from the designated scenic corridor, the project proposes a lot line adjustment to reconfigure Lot 1 and Lot 2 by moving the eastern property line of Lot 1 by 132 feet

to the east onto the existing property boundary of Lot 2. This will allow the creation of a new building pad by filling a pad in a lower lying portion of newly created Lot 1 with fill from grading occurring in Lots 2 and 3.

The proposed lot line adjustment would create a feasible building location to site the proposed residence on Lot 1 thereby creating a more environmentally balanced project. This will be accomplished by reducing the amount of grading necessary for the residence and driveway compared to the original building pad location and it would assist in providing a building location that would conceal the residence from the designated scenic corridor. As such, the proposed residence when measured from the finished grade would be 35 feet but would be greater when measured from the natural grade, as is the case with the majority of the surrounding residences. Pursuant to CMC Section 17.20.140(B), maximum allowable height shall be measured as the vertical distance from the natural or finished grade, whichever is lower, of the site to an imaginary plane located the allowed number of feet above and parallel to the natural or finished grade.

The property to the north is zoned Open-Space, Development-Restricted so development of a single-family residence is not allowed and; therefore, a variance to exceed the height standard for the residence on Lot 1 will not carry a burden to any future development on that property. Furthermore, the strict application of the height development standard restricts the development from accomplishing a more environmentally balanced project that will allow for reduced grading and screening the residence from the designated scenic corridor.

There are numerous precedents for this request for variance request. Specifically, newer developments like the Oaks of Calabasas, The Ridge and Park South are comprised of both cut and fill pads. There are no development requirements for project proponents to determine the lowest elevation (natural or finished) of the cut or fill pads and abide by the height measurement requirements of CMC Section 17.20.040(B); they must only conform to the maximum height standard for the development, including the standards and limits set for the so-called view lots in the Oaks.

The property owner is seeking approval of a single-family residence with an improved driveway similar to those surrounding the project site, which is an allowed use in this zoning district. Surrounding property owners have enjoyed the right to design and construct residences on fill pads whose heights have been measured from finished grade as opposed to natural grade; therefore, this property owner is not asking for a use of his

property other than what his surrounding property owners already enjoy and the proposed project meets this finding.

2. *The granting of the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and zoning district and denied to the property owner for which the variance is sought;*

Granting the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and zoning district and otherwise denied to the property owner for which the variance is sought because (1) the permitted primary use of the property will be single-family residential, consistent with the surrounding uses; and (2) the proposed deviation of the height requirement will allow the applicant to construct a single-family residence of a two-story design, which is similar to those on surrounding properties in the same zoning district.

The property owner is seeking approval to deviate from the height requirement of 35 feet measured from the natural grade as opposed to the finished grade as were most of the heights of the surrounding residences measured. Each of the developed parcels in the project's immediate vicinity is a single-family residence, and the variance is requested to enable the applicant to construct a single-family residence of comparable size and height. Strict application of the standard would prevent construction of even a single-story single-family residence on the proposed building pad. The applicant's request does not involve any special privileges that are not already possessed by other neighbors who enjoyed the opportunity to build a single-family residence with a height of 35 feet measured from finished grade as opposed to natural grade. Furthermore, granting of the variance will result in a more environmentally balanced project that includes reduced grading necessary to construct the residence and driveway, and a fully screened development from the designated scenic corridor. Other than the height requirement, the proposed project meets all other required development standards.

3. *That granting the variance would not constitute the granting of special privilege inconsistent with the limitations of other properties in the same zoning district;*

Granting the variance would not constitute the granting of a special privilege inconsistent with the limitations of other properties in the same zoning district because (1) the permitted primary use of the property will be single-family residential, consistent with the surrounding uses; and (2)

the proposed deviation of the height requirement will allow the applicant to enjoy the same privileges enjoyed by most other properties in the same zoning district because the new single-family residence will be similar in size and height.

The property owner is seeking approval to deviate from the height requirement of 35 feet measured from the natural grade as opposed from the finished grade as were most of the surrounding residences built. The applicant's request does not involve any special privileges that are not already possessed by other property owners in the RR zone who enjoyed the opportunity to build a single-family residence with a height of 35 feet measured from finished grade as opposed to natural grade. The adjoining subdivisions include many graded and filled lots which were created for subsequent custom home design and construction. These new home designs were evaluated for maximum allowable height on the basis of finished building pad elevations. Additionally, the applicant is requesting the variance in order to develop a more environmentally balanced project that would reduce the amount grading necessary to construct the residence and driveway and screen the development from the designated scenic corridor. Other than the height requirement, the proposed project meets all other required development standards and the applicant is not asking for any further privileges.

4. *That granting the variance will not be detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity and zoning district in which the property is located;*

The granting of this variance will not be detrimental to the public health, safety or welfare or injurious to property or improvements in the vicinity and zoning district in which the property is located. The project has been reviewed by the Development Review Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the revised plans have been reviewed by all applicable departments and outside agencies, which include the Los Angeles Sherriff's and Los Angeles County Fire Department.

In an effort to achieve the goal of sitting the residence on Lot 1 from being visible from designated Mulholland Highway scenic corridor, the applicant decided to reconfigure Lot 1 and Lot 2 through a lot line adjustment in an effort to create a feasible building location to site the proposed residence on Lot 1 that would create a more environmentally balanced project. The resulting lot configuration creating a superior building pad location (filling in a lower elevation on the lot) for the single-family residence is the reason the applicant is requesting to deviate from

the height requirement and to exceed 35 feet measured from natural grade as opposed to finished grade. This approach matches the method of measurement for most of the surrounding properties. The eastern lot line of Lot 1 is proposed to be relocated a maximum of 132 feet to the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. The decision to place the single-family residence upon a "fill" pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for Lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the undeveloped portions of the parcels vacant in perpetuity based on the terms of the agreement and thus, further protecting the designated scenic corridor. Therefore, the proposed project meets this finding.

5. *That granting the variance is consistent with the General Plan any applicable specific plan.*

The proposed solution of reconfiguring Lot 1 and Lot 2 to create a more desirable building pad for Lot 1, which reduces the amount of grading and screens the residence from the designate scenic corridor assists in creating a better environmentally balanced project. However, the strict application of the height development standard restricts the development from accomplishing the goal of a more environmentally balanced project that will allow for reduced grading. The proposed single-family residence will sit lower on the subject property resulting in a preferred home site that will be screened by the natural topography. The requested variance is consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37 and Calabasas Municipal Development Code; specifically policies stipulated by Chapter 15.10 and Sections: 17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a)and (c) because: 1) it will allow for a single-family residence use of the type and scale commensurate with the Residential-Rural land use designation, which is being sought; 2) it will allow for a single-family use and associated site grading and preparation in a manner consistent with policies of the General Plan which call for a balancing of cut and fill quantities, and a minimal amount

of landform alteration. There is no specific plan for the area. For all the reasons mentioned above, this project meets this finding.

E. The Oak Tree Permit is appropriate and warranted.

Section 17.32.010(E), Calabasas Municipal Code allows the review authority to approve an Oak Tree Permit provided that the following findings are made:

1. *The request to alter or encroach within the protected zone of an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. In addition, such alterations and encroachments can be performed without significant long-term adverse impacts to the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines;*

The proposed single-family residences, driveways and ancillary structures have been situated and designed on each parcel to minimize the impacts to as many of the fifty-three (53) onsite protected oak trees as feasible. The applicant is proposing to encroach within the protect zone of twenty-two (22) oak trees and one (1) scrub oak (Tree Nos. 8-14; 19; 20-24; 31; 48; 51). The encroachment of the twenty-two (22) protected oak trees is warranted to allow for the construction of the proposed driveways and building pads. The encroachments to the protected oak trees will not have significant long-term adverse impacts and protection measures have been incorporated into the conditions of approval to ensure the viability and safety of the oak trees. The City's arborist has reviewed the revised plans and associated oak tree reports and addendums and concluded that the proposed project will have minimal impact to the protected oak trees and scrub oak. Therefore, the proposed project meets this finding.

2. *The request to remove an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the subject property, which is otherwise prevented by the presence of the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the Guidelines.*

The proposed single-family residences, driveways and ancillary structures have been situated and designed on each parcel to minimize the impacts to as many of the fifty-three (53) onsite protected oak trees as feasible. The project proposes to remove six (6) protected oak trees (15, 18, 29, 30, 52, & 53). The removal of the protected oak tree no. 15 is warranted to because it is located in the alignment of the proposed driveway. Oak

tree no. 18 is warrants to be removed because the root and branch pruning required for grading and construction of the retaining walls will completely compromise the viability of the tree. Oak trees nos. 29 and 30 required to be removed because they are located 5 feet from the proposed location of the headwall for the inlet structure and will not survive the impact caused by the construction. Oak trees nos. 52 and 53, which are stumps, (but included in the inventory), are in the area of the cut slope and required to be removed. The City's arborist has reviewed the revised plans and associated oak tree reports and addendums and concluded that the proposed project will have minimal impact to the protected oak trees and scrub oak. Therefore, the proposed project meets this finding.

F. The Lot Line Adjustment is appropriate and warranted.

Section 17.44.120(B), Calabasas Municipal Code allows the review authority must deny a Lot Line Adjustment if it makes any of the following findings:

- 1. The lot line adjustment does not maintain a position with respect to General Plan or specific plan consistency, parcel design, minimum lot area, environmental quality, and other standards as specified in this development code and other applicable Municipal Code and state law provisions relating to real property divisions, which is equal to or better than the position of the existing lots before adjustment;*

The Calabasas General Plan Land Use Designation for Lot 1 and Lot 2 is RR (Residential, Rural) and residential uses are consistent with the general plan land use designation. General Plan Table II-1 designates the RR designation to accommodate for single-family detached housing in a low intensity rural setting. The allowed intensity for the RR designation is one (1) residential dwelling unit per acre or one (1) residential unit per legal lot. The proposed lot line adjustment would not increase the number of buildable lots or the number of units allowed per lot.

Pursuant to CMC Section 17.13.020, the minimum lot size for a RR zoned is one (1) acre. Lot 1 has a land size of 5.01 acres and Lot 2 has a lot size of 6.19 acres. The lot size resulting from the lot line adjustment for Lot 1 is 6.20 acres and for Lot 2 it is 5.0 acres. The land area for both lots exceeds the minimum requirement of one (1) acre. Additionally, both lots far exceed the minimum requirement for lot width, which requires a minimum lot width of 75 feet. Lot 1 has a lot width of approximately 380 feet and Lot 2 has a lot width of approximately 360 feet.

The proposed lot line adjustment between Lot 1 and Lot 2 will create a more environmentally balanced project than the originally proposed building site that would be required absent to the proposed lot line adjustment. The eastern lot line of Lot 1 is proposed to be relocated a maximum of 132 feet to the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. The decision to place the single-family residence upon a "fill" pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for Lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site. This approach will result in less grading of the hillside, consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37. Additionally the proposed grading is consistent with the Calabasas Municipal Development Code; specifically policies stipulated by Chapter 15.10 and Sections:17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a) and (c).

The lot line adjustment will create a more desirable building pad for Lot 1 because it reduces the amount of grading required for construction compared to the building site proposed under the former lot configuration and screens the residence from the designated scenic corridor. As prescribed in Community Design Element Policy IX-43 of the General Plan, both of the residences are designed to comply with the Scenic Corridor Overlay Zoning requirements and the Scenic Corridor Design Guidelines such as: minimization of grading, siting development below ridgelines, adaptation to existing topography, preservation of vistas of natural hillside areas from public streets, design that limits bulk and massing, and use of landscaping to screen and soften development. Furthermore, the project has been designed to comply with Community Design Element Policy IX-47, by integrating barrier screening for visual mitigation by incorporating decorative walls of various heights and innovative use and placement of evergreen trees throughout the project. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will preclude any additional future development (including single-family residences) on the project site. For all the reasons mentioned above, this project does not meet this finding, and the lot line adjustment cannot be denied.

2. *The adjustment will have the effect of creating a greater number of parcels than are buildable in compliance with applicable provisions of this development code than exist before adjustment;*

There will not be any new parcels created by the approval of the lot line adjustment. The Calabasas General Plan Land Use Designation for Lot 1 and Lot 2 is RR (Residential, Rural) and residential uses are consistent with the general plan land use designation. General Plan Table II-1 designates the RR designation to accommodate for single-family detached housing in a low intensity rural setting. The allowed intensity for the RR designation is one (1) residential dwelling unit per acre or one (1) residential unit per legal lot. The proposed lot line adjustment would not increase the number of buildable lots or the number of units allowed per lot. Therefore, this project does not meet this finding, and the lot line adjustment cannot be denied.

3. *The adjustment will result in an increase in the number of nonconforming parcels.*

Pursuant to CMC Section 17.13.020, the minimum lot size for a RR zoned is one (1) acre. The lot line adjustment between Lot 1 and Lot 2 will not result in an increase in the number of nonconforming parcels because the acreages of the affected lots will greatly exceed the 1.0 acre minimum lot size. Currently, Lot 1 has a land size of 5.01 acres and Lot 2 has a lot size of 6.19 acres. The lot size resulting from the lot line adjustment for Lot 1 is 6.20 acres and for Lot 2 it is 5.0 acres. The land area for both lots exceeds the minimum requirement of one (1) acre. Additionally, both lots far exceed the minimum requirement for lot width, which requires a minimum lot width of 75 feet. Lot 1 has a lot width of approximately 380 feet and Lot 2 has a lot width of approximately 360 feet. Based on the aforementioned information, the project does not meet this finding, and the lot line adjustment cannot be denied.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the City Council hereby denies the appeal in file No.130000481 thereby upholding the Planning Commission's decision to approve a three lot housing project at 23401 Mulholland Highway (APN'S: 2069-065-001; 002& 003), FILE NO. 110001621.:

I. INDEMNIFICATION AGREEMENT

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation

expenses, court costs or any other costs arising out of or in any way related to this File No. 130000481 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 130000481 and the issuance of any permit or entitlement in connection therewith. Accordingly, to the fullest extent permitted by law, BSVERCOM,LLC (applicant/ property owner) and their successor and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to this File No. 130000481 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 130000481 and the issuance of any permit or entitlement in connection therewith. BSVERCOM, LLC (applicant/ property owner) and their successor and assigns, shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

II. CONDITIONS OF APPROVAL

Community Development Department

Planning Division:

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
2. The project approved herein is depicted on those sets of drawings, elevations, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff must be reviewed by the Planning Commission. The determination of whether or not a change is substantial shall be made by the Director of Community Development.

Prior to issuance of grading or building permits, plans shall be reviewed and approved by the Department of Community Development to ensure compliance with the plans approved by the Planning Commission. The plans

shall comply with the conditions contained herein, the Calabasas Municipal Code, and all City Resolutions and Ordinances.

3. All project conditions shall be imprinted on the title sheet of the construction drawings. The approved set of plans shall be retained on-site for the review of Building Inspectors. Prior to any use of the project site, all conditions of approval shall be completed to the satisfaction of the Director of Community Development.
4. This grant shall not be effective for any purposes until after the applicant, or its successors, and the owner of the property involved (if other than the applicant) have recorded this resolution with the Los Angeles County Recorder's Office, and a certified copy of the recorded document is filed with the Community Development Department.
5. This approval shall be valid for one year and eleven days from the date of adoption of the resolution. The permit may be extended in accordance with Title 17 Land Use and Development Code, Article VI - Land Use and Development Permits.
6. The applicant shall implement all mitigation measures identified in the April 2013 IS/MND for this project.
7. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
8. Construction Activities:

Hours of construction activity shall be limited to:

7:00 a.m. to 6:00 p.m., Monday through Friday

8:00 a.m. to 5:00 p.m., Saturday

Stacking of construction worker vehicles, prior to 7:00 a.m. in the morning will be restricted to areas that do not adversely affect adjacent property owners. The applicant shall notify the Director of Transportation or designee of the construction employee parking locations, prior to commencement of construction.

9. All exterior lights are subject to the provisions set forth in the Lighting Ordinance Chapter 17.27 of the Land Use and Development Code. Lighting of 60 watts or less on residential projects is exempt by the Lighting Ordinance.
10. All landscaping is to be installed within 90 days of occupancy by the applicant to the satisfaction of the Director of Community Development or his designee. All landscaping shall be consistent with the adopted City ordinance for landscape and water efficiency.
11. The applicant agrees to the installation of any landscaping that the Planning Division may require to further screen any visible portions of the main residences from the designated scenic corridor in addition to the approved landscaping plan. All additional required landscaping shall be installed by the applicant and inspected by the Planning Division prior to the issuance of a certificate of occupancy.
12. All ground and roof-mounted equipment is required to be fully screened from view except as prohibited by applicable law. Upon final inspection, Planning Division staff may require additional screening if warranted, through either landscaping, walls or a combination thereof.
13. All exterior colors and materials used for the construction of the project shall be in substantial conformance with the approved materials and colors exhibit.
14. The applicant shall provide the construction contractor(s) and each subcontractor related to the project a copy of the final project Conditions of Approval. The applicant and the City agree that these conditions shall be enforceable through all legal and equitable remedies, including the imposition of fines against each and every person who conducts any activity on behalf of the applicant on or near the project site. The applicant, property owner, and general construction contractor are ultimately responsible for all actions or omissions of a subcontractor
15. Violation of any of the conditions of this permit shall be cause for revocation and termination of all rights thereunder.

Mountains Recreation and Conservation Authority (MRCA) Conservation Easements:

16. The applicant agrees to record Conservation Easements prepared in coordination with the Mountains Recreation and Conservation Authority for

the areas delineated on 'Conservation Easement Map' attached to this resolution as Attachment A, on Lot 1 (APN: 2069-065-001); Lot 2 (APN: 2069-065-002); and Lot 3 (APN: 2069-065-002) to the Mountains Recreation and Conservation Authority (MRCA). The Conservation Easements shall be recorded and acceptance of said easements by the MRCA shall be demonstrated prior to the issuance of any building pad certification. Applicant shall provide all legal descriptions and shall provide current title reports to the City and the MRCA prior to easement recordation.

17. The Conservation Easements shall prohibit all uses except fuel modification, planting vegetation indigenous to the Santa Monica Mountains, drip irrigation and underground utilities.
18. Inclusive of the Conservation Easement on Lot 2, is a special east-west oriented conservation easement section across the cut slope along the northern boundary of the lot. This would encompass a minimum 20-footwide easement for wildlife movement. It would be free of all fencing, lighting, and facilities other than pedestrian paths to reach the solar panels and underground utilities.
19. The applicant agrees to initially plant in the city right-of way, and if required maintain, only plants which are indigenous to the Santa Monica Mountains. Any future landscaping shall be subject to approval by the City consistent with the City's landscape plans, or City policies then in effect.
20. The applicant shall plant and maintain replacement black walnut trees onsite, at a ratio and with success criteria to be determined by the City's Arborist.

Building and Safety Division:

21. Prior to commencement of construction, all necessary building permits must be obtained from the Building and Safety Division.
22. The project must comply with the building codes in effect at this time, which include the "2010" California Building, Plumbing, Mechanical, and Electrical codes as amended by Chapter 15.04 of the Municipal Code.
23. The project is located within a designated A Very High Fire Hazard Severity Zone. The requirements of Chapter 15.04.900 of the Calabasas Municipal Code that references the 2010 California Fire Code as well as the 2010 Consolidated Fire Protection District Code of Los Angeles County, must be incorporated into all plans.

Oak Trees / City Arborist:

24. The applicant is permitted to encroach within the protected zone of oak tree nos. 8-14; 19; 20-24; 31; 48; and 51 as identified in the Oak Tree Report dated March 12, 2012 and prepared by L. Newman Design Group, Inc. on file with the Planning Division.
25. The applicant is permitted to remove oak tree nos. 15; 18; 29; 30; 52 & 53 for the purposes of grading, construction of retaining walls and driveway. The applicant is also allowed to remove approximately 23,000 square-feet of scrub oak habitat located on Lot 1 for the purposes of providing a building pad as identified in the Oak Tree Report dated March 12, 2012 and prepared by L. Newman Design Group, Inc. on file with the Planning Division.
26. One inch of oak tree diameter shall be planted on-site for each inch of tree removed, (Trees Nos. 15; 18; 29; 30; 52; and 53), and land area of scrub oak habitat removed. The final totals will be verified upon the commencement of construction by the applicant's Oak Tree Consultant and submitted to the Community Development Director for approval.
27. All work performed within the Oak Tree's aerial/root protected zones shall be regularly observed by the applicant's oak tree consultant.
28. The oak tree protective zone fencing (approved fencing materials are in the Oak Tree Guidelines - 5 ft. minimum height) should be installed at the limit of approved work to protect the Oak Trees and surrounding trees from any damage and remain in place until completion of construction. Should any work be required within the limit of work and the temporary fence must be opened, the applicant's oak tree consultant must direct all work at any time the fence is open.
29. The area within the protective zone shall not be used at any time for material or equipment storage and parking.
30. The applicant should adhere to the specific recommendations contained within the Oak Tree Report dated March 14, 2012 and all provisions of the Oak Tree Ordinance and policies of the City of Calabasas.
31. Any approved pruning shall be done by a qualified tree trimmer, and observed by the Oak Tree Preservation Consultant.
32. In order to protect the root system from unnecessary damage by excavation equipment, all vertical trenches and fence posts shall be hand dug at the final location to final grade and abridged over. If any roots are encountered, the footings or posts shall be moved or the roots cleanly cut and sealed with

tree/root seal, as approved by the Oak Tree Preservation Consultant.

33. All footings for wall construction shall be designed to provide minimal impact to the tree, and backfilled with topsoil.
34. No chemicals or herbicides shall be applied to the soil surface within 100 feet of an oak tree's aerial/root zone (i.e., root protection zone).
35. Copies of the following shall be maintained on the site during any work to or around the oaks: oak tree report; oak tree permit, including conditions of approval; City Oak Tree Preservation Guidelines; Oak Tree Ordinance No. 2001-166; and approved oak tree plan, landscape plan and site plan.
36. All of the Oak trees on the property shall be dead-wooded.
37. Any work required beyond the scope of the approved oak tree permit shall be reviewed by the City Arborist and written approval shall be provided by the City prior to proceeding with out-of-scope work.
38. Within ten (10) days of the completion of work, the applicant's Oak Tree Consultant shall submit written certification to the Planning Division. The certification shall describe all work performed and shall certify that such work was performed in accordance with the permit conditions. If any work was performed in a manner not in conformance with these conditions of approval then the applicant's Oak Tree Consultant shall identify the instance or instances of deviation to any of these conditions.

Public Works Department

Environmental Division:

39. This is a Planning Priority Project as defined in the City of Calabasas' national pollutant Discharge elimination System (NPDES) permit. As such, the construction drawings must incorporate the following five requirements into the project design prior to the issuance of the grading permit:
 - a) Conserve natural areas;
 - b) Protect slopes and channels;
 - c) Provide storm drain system stenciling and signage;
 - d) Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and

- e) Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.

40. The owner/owner's agent shall ensure the following minimum requirements are effectively implemented at the construction sites:

- a) Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
- b) Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
- c) Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site; and
- d) Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.

41. Landscape areas should utilize a concave design to capture irrigation runoff and first $\frac{3}{4}$ inch of a two-year storm event for the landscape area only; additional capacity should be included if runoff from the roof and all hardscape areas is directed to landscaped areas.

42. This project (when considered alongside the adjoining property) will disturb one acre or greater of land and therefore must obtain coverage under a statewide General Construction Activities Stormwater Permit (General Permit). Prior to issuance of a grading permit, the applicant must submit to the City:

- a) Proof of PRD filing confirmation with the State Water Resources Control Board under the new General Permit (Order No. 2009-0009-DWQ Permit);
- b) A statement of owner's certification that a State Stormwater Pollution Prevention Plan (SWPPP) has been prepared; and
- c) A copy of the SWPPP prepared for the project complying with all applicable requirements of the Order No. 2009-0009-DWQ.

43. Direct runoff from the driveway toward permeable areas and construct portions of the driveway from porous materials.
44. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems.
45. Per the Calabasas Municipal Code Chapter 8.16, "no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas." **Crown Disposal Co, Inc.** is the only service provider permitted to operate in Calabasas. Please contact (818-767-0675) for any roll-off or temporary container services. An Encroachment Permit is required prior to placing a refuse bin/container on the street.
46. Grading shall be prohibited from **October 1st** through **April 15th**, unless the City Engineer determines that soil conditions at the site are suitable, and adequate and effective erosion and sediment control measures will be in place during all grading operations.
47. Individuals responsible for SWPPP preparation, implementation, and permit compliance shall be appropriately trained. This includes those personnel responsible for developing the SWPPP called Qualified SWPPP Developer (SQD) and those personnel responsible for installation, inspection, maintenance, and repair of BMPs called the Qualified SWPPP Practitioner (QSP). They shall provide a certificate of appropriate trainings. Training sessions are offered by government agencies or professional organizations.
48. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction sites left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City Ordinance and State law. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapter 8.28. Failure to implement appropriate BMPs shall result in project delays through City issued "Stop Work Notices" and/or fines levied against the owner/developer/contractor.

Engineering Division:

Street Improvements

49. The applicant shall install a mailbox and posts per Postal Services requirements and standards. Secure approval of location from the U.S. Postal service prior to installation.
50. Prior to any work being performed within the City right-of-way, the applicant shall obtain an encroachment permit from the Public Works Department.
51. Prior to the issuance of a Grading permit, the applicant shall provide a horizontal and vertical alignment for the project's access driveway shall satisfy requirements of the County of Los Angeles Fire department and the City Engineer.
52. All pavement structural sections shall be designed by the project Geotechnical Engineer/Consultant and Engineering Geologist and submitted in conjunction with the final soils report for review and approval by the Public Works Department.
53. The applicant shall repair any broken or damaged curb, gutter, or pavement on Mulholland highway along the project frontage to the satisfaction of the City Engineer.
54. The applicant shall provide and install street lighting and street name signs prior to certificate of occupancy.
55. The applicant shall have Street Improvement Plans for the construction of the private driveways prepared by a Registered Civil Engineer licensed to practice in the State of California. The plans shall be prepared in plan and profile format on City of Calabasas standard street improvement sheets and shall be included in the overall Improvement Plan set along with the Precise Grading and Drainage Plans and required utility plans. The street improvement plans shall provide details of street construction, horizontal and vertical curves, cross sections, and transition details for the intersection of the private roads and Mulholland Highway. The plans shall provide suitable details to evaluate line of sight at individual driveway connections and at the intersection with Mulholland Highway. The horizontal and vertical alignment for the project's access driveways shall satisfy requirements of the County of Los Angeles Fire Department and the City Engineer.
56. The applicant shall construct private driveways in accordance with the approved Street Improvement Plans. These improvements shall be completed

to the satisfaction of the County of Los Angeles Fire Department and the City Engineer prior to the issuance of a Building Permit.

57. The driveway improvements on Mulholland Highway shall be in full compliance with the City's driveway and site access policy as set forth in the City Municipal Code, and also in a manner that will allow full conformance with American's with Disabilities Act.
58. The applicant shall be responsible for maintenance and repairs of all proposed public street improvements until final acceptance by the City Council.
59. The applicant shall repair any broken or damaged pavement on Mulholland Highway along the project frontage to the satisfaction of the City Engineer.

Grading, Drainage, and Geotechnical Conditions

60. The applicant shall submit a precise grading plan prepared by a Registered Civil Engineer for approval by the Public Works Department. The plans shall be prepared on Public Works standard sheets and shall address the specific grading, drainage, and geotechnical design parameters for design of the proposed residential construction. The plans should include, but not be limited to: specific elevation grades, keyways, subdrains, limits of removals, retaining walls callouts every 25 to 50 feet, and other information necessary to establish in detail the horizontal and vertical geometric design. The plans shall reference the approved geotechnical report, and reflect cut, fill, compaction and over-excavation requirements contained therein. The plans shall reflect all proposed drainage facilities, including storm drains, area drains, catch basins/inlets, swales, and other drainage devices necessary for the interception, conveyance and disposal of on-site and offsite drainage consistent with the project drainage report. The plan shall include designs for wet utility services including sanitary sewers and water lines.
61. The applicant shall submit a single geotechnical report, prepared by a Geotechnical Engineer/Engineering Geologist, for each lot or combined report for the three lots, compiling all available data, summarizing all findings, conclusions and recommendations. The geotechnical report must specifically address the proposed improvements including engineering calculations for all graded slopes, foundations, retaining walls, temporary excavations and other aspects as required by the proposed development. The report shall present detailed geotechnical recommendations for design and construction of the proposed project and improvements. The reports should be in accordance with the County of Los Angeles standards and the City of Calabasas Public Works Department.

62. All slopes shall be 2:1 (horizontal to vertical) or less, and in accordance with the approved geotechnical studies.
63. The applicant agrees to address and mitigate any and all geotechnical design engineering and construction issues not contained within these conditions, but associated with the proposed development that may arise during final design and/or construction.
64. The applicant shall eliminate or remediate all geologic hazards associated with this proposed development to the satisfaction of the City Engineer.
65. All retaining and privacy walls shall be in conformance with the City's wall requirements pursuant to CMC Section 17.20.100, and require Planning Division approval. The wall details and callouts including top of footings shall be included with the Grading Plans. Any walls to be built during rough grading shall be so noted on the plans and must have the approval of the City Engineer.
66. Prior to issuance of a Grading Permit, the applicant shall submit a surety grading improvement bond with the valuation to be determined by the City staff upon submittal of the engineering cost estimate for grading and installation of the drainage device(s).
67. Prior to issuance of a Grading Permit, the applicant shall submit official stamped and signed copies of the acknowledgement concerning the employment of a registered civil engineer and technical consultants (Public Works Form K).
68. Prior to commencement of work under a grading permit, the contractor shall conduct a preconstruction meeting with the City. The contractor shall be responsible for setting the meeting time, date and location and notifying City staff at least one week in advance of the meeting.
69. All excavation, grading, site utility installation (private water, sewer and storm drain), pavement construction and related site work shall be observed and approved by the Public Works Department, pursuant to construction permits issued for approved grading and improvement plans. Changed conditions that affect the Grading and Drainage Plans shall be submitted to the Public Works department in the form of a Change Order (Public Works Forms U and U-1), which shall be approved by the City Engineer prior to commencement of any grading activities that do not conform to the approved Grading and Drainage Plans. If the field conditions deviate from the approved

plans without obtaining prior approval of a change order, the City Engineer may issue a Stop Work Notice.

70. Any variations from the approved grading plan must be submitted to the Public Works Department in the form of a Change Order. The engineer of record must submit a complete change order package to Public Works, including a completed Change Order Checklist (Public Works Form U) and Change Order Request (Public Works Form U-1). The change order will be reviewed and approved by the Community Development Department (Planning Division) and the Public Works Department (Land Development Division). The City Planner shall make the determination if the changes require a review by the Planning Commission.
71. Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto Public Streets shall be enforced. The grading contractor shall maintain on site at all times a means of preventing blowing dust within the project site and onto adjacent sites. A haul route permit needs to be obtained from the City of Calabasas Public Works Department prior to beginning of hauling operations.
72. All grading and excavation shall be observed and documented by the project Geotechnical Engineer, who shall verify that the excavation, grading, subdrainage, backfill, compaction, and related operations are executed by the site construction personnel in conformance with the provisions of the approved Geotechnical Report and Grading and Drainage Plans. Any deficiencies noted shall be brought to the attention of the grading contractor and the City Engineer. Such observations, verifications, related tests, and other pertinent documentation shall be submitted to the City Engineer.
73. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report summarizing the required observations, verifications, related tests, and other pertinent documentation to the City Engineer for review and approval.

Rough Grade and Building Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade (Public Works Form O) and Building Pad Certifications (Public Works Form Q) on the City's forms. The certifications shall be signed by the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certifications shall not be issued unless the conservation easements required by condition No. 17 have been accepted and recorded. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved

grading and drainage plans. The Rough Grade and Building Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City Engineer.

74. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Building Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community Development Department, Building and Safety Division, prior to the issuance of a Building Permit. **No Building Permit shall be issued for the project without these approvals.**

75. Prior to Issuance of a Certificate of Occupancy, the project Civil Engineer of record shall provide As-Built or Record Drawings, prepared on mylar, reflecting the as-built field conditions, including any changes to the approved plan, to the satisfaction of the City Engineer. As-built plans shall be furnished prior to initiation of final inspection by the Public Works Department.

76. Final Grade Certification. Prior to the issuance of a Certificate of Occupancy (C of O), the applicant shall submit a Final Grade Certification (Public Works Form P). The Final Grade Certification shall be reviewed and approved by the City Engineer prior to the issuance of a C of O for the project.

HYDROLOGY AND DRAINAGE

77. The applicant shall have a final drainage study prepared by a Registered Civil Engineer licensed to practice in the State of California. The drainage study shall be prepared in City standard report format and include sections addressing on-site and off-site drainage areas, existing and developed conditions hydrology, the design hydraulics for the on-site drainage system, including sizing of inlets, conduits, v-ditches, down drains and other structures, and associated calculations and conclusions. The drainage study shall demonstrate project compliance with the current Los Angeles County Public Work Department's Hydrology Manual and Hydraulic Design Manual; however the minimum design flow for sizing onsite drainage devices shall be 25 year recurrence (Q25). The drainage study shall also document that all building finish floor elevations will remain at least one foot above the 100-year storm recurrence interval (Q100) water surface elevation, identifying overflow pathways. The drainage study shall be submitted to the Public Works Department and approved by the City Engineer prior the issuance of a grading permit.

78. All drainage devices, pipes, and structures shall be the sole responsibility of the Applicant to construct and applicant shall maintain those devices, pipes

and structures that are providing drainage to their property. Adequate access shall be established and easements will be provided to the City for emergency access and repairs. A maintenance covenant shall be recorded against the property to ensure that all drainage devices, pipes and structures are properly maintained. Provisions will be provided and approved by the City of Calabasas Public Works Department that ensure that proper maintenance is provided, and provisions to reimburse the City for any remedial work that will, at the City's sole discretion, require the City to maintain the before-mentioned devices and structures should they not be properly maintained. Said maintenance covenant shall be recorded prior to issuance of certificate of occupancy.

79. Any portion of the onsite drainage system to be located in the public right of way shall require an encroachment permit for installation and connection to the City's road culvert(s). The applicant shall prepare storm drain pipeline access and maintenance easement(s) for the City to grant to the affected property owners for maintenance of the onsite drainage system in entirety. Storm drain easement(s) shall be recorded prior to issuance of certificate of occupancy.
80. The applicant shall provide the necessary on-site detention and first flush treatment (Qpm) in accordance with the County of Los Angeles NPDES, SUSMP and USMP requirements. Calculations shall be submitted with the Hydrology Study. All covenants shall be recorded prior to a Grading Permit issuance.
81. The applicant shall provide for the proper distribution of surface and subsurface drainage. Historic drainage patterns shall be maintained. Any drainage that is concentrated shall be properly dispersed in accordance with the hydrology/drainage study required herein.
82. The applicant shall provide for contributory drainage from adjoining properties and return drainage to its natural conditions or secure off-site drainage acceptance letters from affected property owners. The Applicant shall design the final improvements such that no increase in runoff from the developed site shall occur.
83. Prior to issuance of grading permit, the applicant shall prepare a deed, legal description and plat with notarized signatures for a grant of easement from the affected property owner(s) for stormwater drainage, detention, access and maintenance for the proposed offsite construction. Said easement will specifically authorize construction, maintenance and repairs to said improvements in perpetuity. Easement documents shall be prepared to the

satisfaction of the City Engineer. Said easement shall be recorded prior to issuance of occupancy.

84. All drainage shall be sloped 5% away from all parts of the structures, in conformance with the California Building Code, and conveyed through an on-site storm drain system to an approved point of disposal.
85. All grading and drainage shall be observed and approved by the Public Works Department. All fees associated with the review and approval shall be bore by the applicant.

UTILITIES

86. The project shall connect to an existing sewer. The applicant shall construct a 6-inch minimum sewer lateral to connect the proposed project to the existing available sewer main.
87. Sewer connection fees shall be paid to the Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees to Public Works prior to issuance of a Building Permit.
88. The applicant shall have a Sewer Area Study prepared by a Registered Civil Engineer licensed to practice in the State of California. The sewer study shall demonstrate to the satisfaction of the City Engineer that there is available capacity for the projects sewer flows to be added to the downstream sewer collection system.
89. The project shall connect to an existing water main. The applicant shall construct a water service lateral to connect the proposed project to the existing available water main.
90. Water service connection, associated meter fees and any other miscellaneous fees/assessments shall be paid to Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees (ie: LVMWD's Financial Arrangement Letter) to Public Works prior to the issuance of a Building Permit.

PUBLIC WORKS SPECIAL CONDITIONS

91. Construction activity and traffic control shall be staged such that vehicular access to adjacent properties is maintained at all times.

Traffic Division:

92. The applicant shall pay the Citywide Traffic Mitigation fees of \$3,690.00 (3 units) based on the rate of \$1,230 per residential unit.
93. The project shall adhere to the City's driveway policies in Section 17.28.080 of the CMC.

Los Angeles County Fire Department

94. The applicant or property owner shall obtain all applicable permits and approvals from the Los Angeles County Fire Department. The applicant and/or property owner shall comply with all Fire Department conditions of approval, should any Fire Department approval require significant changes as determined by the Community Development Director, pursuant to the development code; then the project shall return to the Planning Commission for further approval.

Section 5. All documents described in Section 1 of City Council Resolution No. 2013-1365 are deemed incorporated by reference as set forth at length.

CITY COUNCIL RESOLUTION NO. 2013-1365 PASSED, APPROVED AND ADOPTED this 22ND day of MAY, 2013.

Fred Gaines, Mayor

ATTEST:

Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

Scott H. Howard,
Interim City Attorney

City Council Resolution No. 2013-1365, was adopted by the City Council at a regular meeting held May 22, 2013, and that it was adopted by the following vote:

AYES:

NOES:

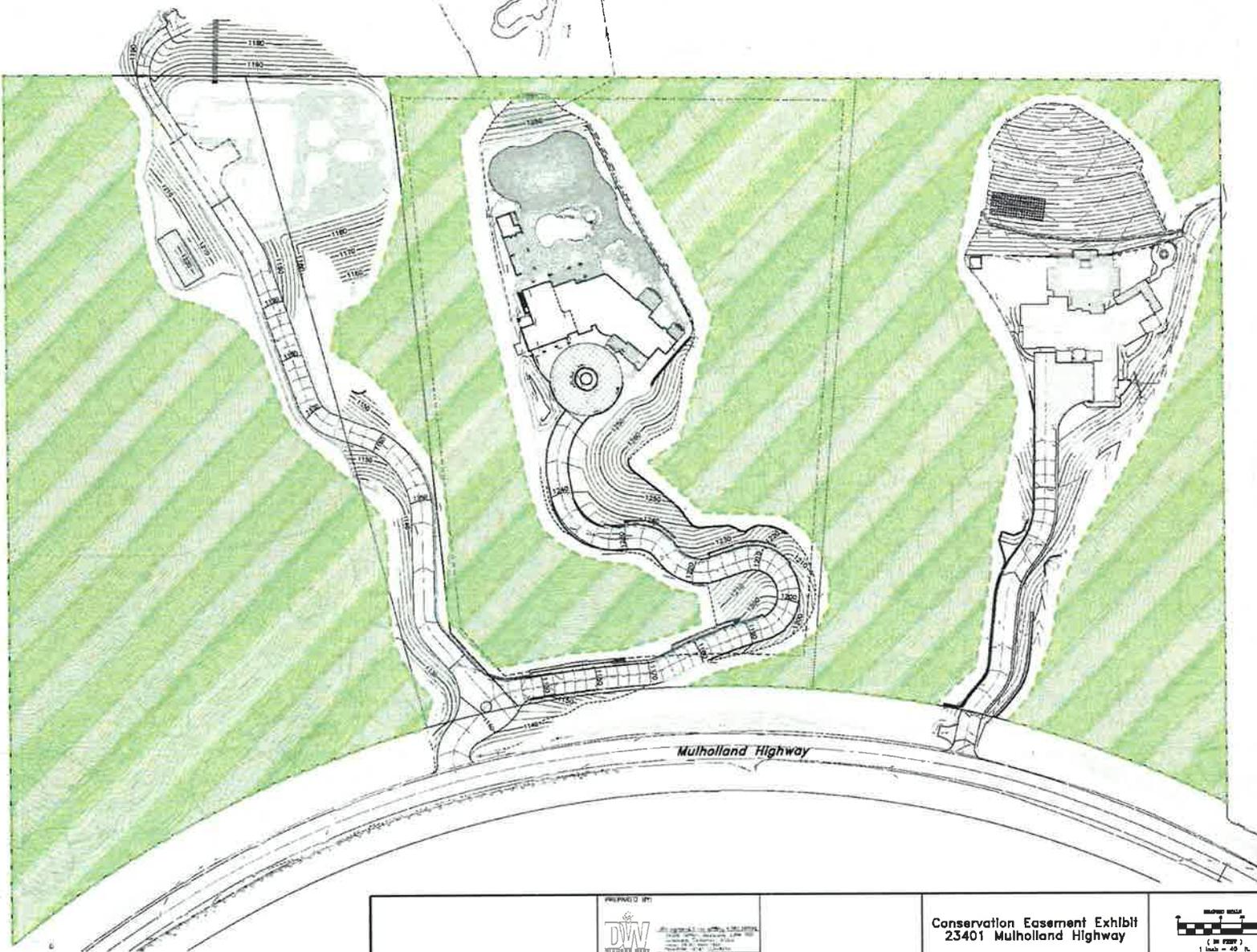
ABSENT:

ABSTAINED

"The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought."

Exhibit A: Conservation Easement Maps

**EXHIBIT A
CONSERVATION
EASEMENT**



LEGEND:

 Conservation Easement Area

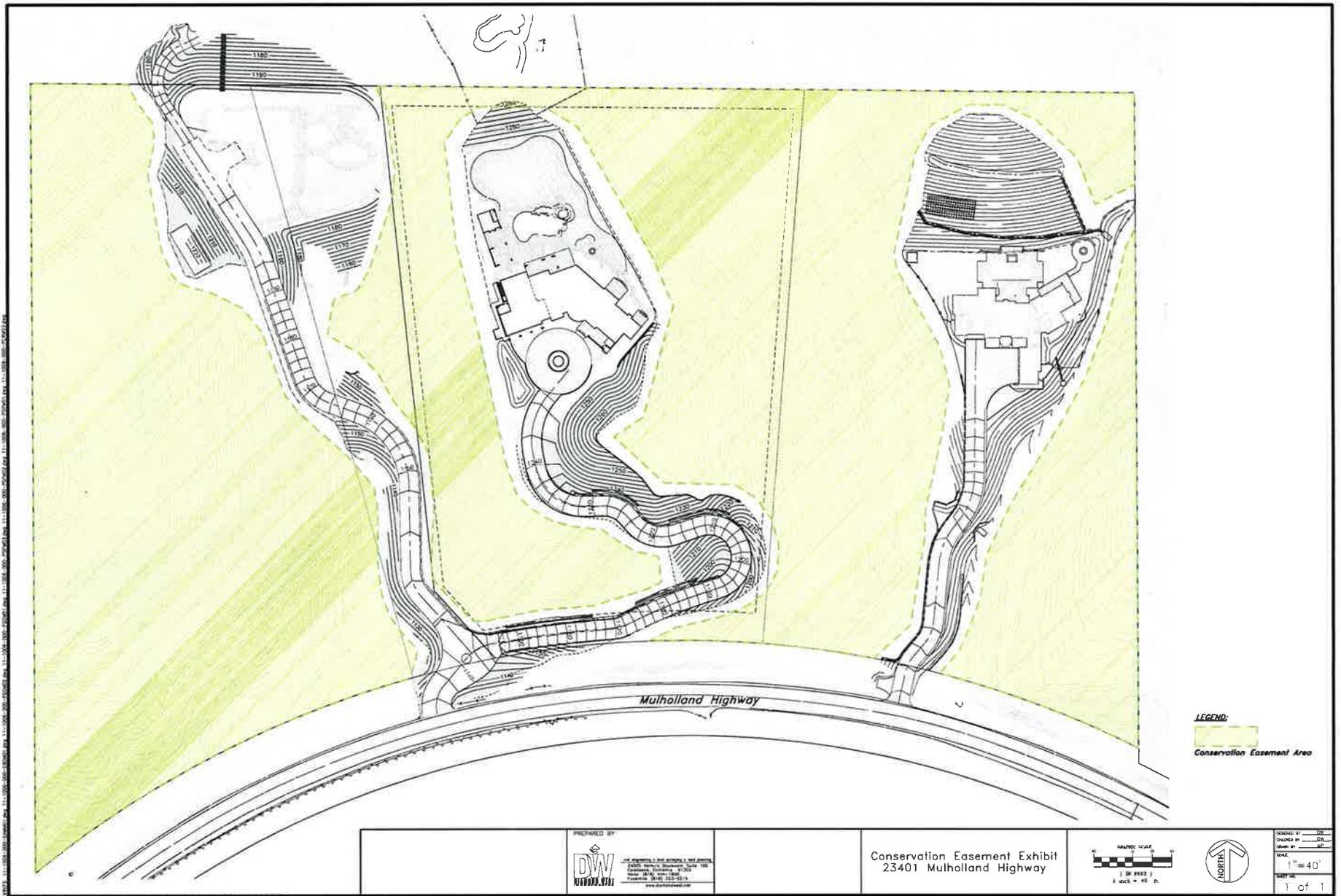
PREPARED BY:

 DESIGN WORKS
 10000 Wilshire Blvd, Suite 1000, Beverly Hills, CA 90210
 (310) 274-1100
 www.dww.com

**Conservation Easement Exhibit
 23401 Mulholland Highway**



DATE: 08/11/11
 DRAWN BY: JLM
 CHECKED BY: JLM
 SCALE: 1" = 40'
 SHEET: 1 of 1



PREPARED BY

 DW
 DESIGN WORKS
 23401 Mulholland Highway, Suite 100
 Encinitas, California 92024
 Phone: 858.533-9115
 www.designworks.com

Conservation Easement Exhibit
 23401 Mulholland Highway

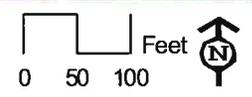


DRAWN BY: DJ
 CHECKED BY: DJ
 DATE: 08/08/08
 SCALE: 1" = 40'
 SHEET NO.
 1 of 1



 Subject Properties

 Subject potential easement



ITEM 7
ATTACHMENT B

P.C. RESOLUTION NO. 2013-542

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS, ADOPTING THE MITIGATED NEGATIVE DECLARATION AS BEING ADEQUATE FOR REVIEW AND CONSIDERATION OF FILE NO. 110001621 A REQUEST FOR A SITE PLAN REVIEW, A SCENIC CORRIDOR PERMIT, A LOT LINE ADJUSTMENT, A VARIANCE AND AN OAK TREE PERMIT FOR THE CONSTRUCTION OF 3 NEW SINGLE-FAMILY RESIDENCES ON 3 LEGAL LOTS (2069-065-001; 002; & 003).

Section 1. The Planning Commission has considered all of the evidence submitted into the administrative record which includes, but is not limited to:

1. Agenda reports were prepared by the Community Development Department.
2. Staff presentation at the public hearing held on April 18, 2013 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, General Plan, and all other applicable regulations and codes.
4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the applicant's request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based of the foregoing evidence, the Planning Commission finds that:

1. The applicant submitted an application for File 110001621 on May 7, 2012.
2. On June 5, 2012, staff determined that the application was incomplete and the applicant was duly notified of this incomplete status.
3. On March 29, 2013, the application was deemed complete and the applicant was notified.

4. Notice of the April 18, 2013, Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's market and at Calabasas City Hall.
5. Notice of the April 18, 2013, Planning Commission public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
6. Notice of the Planning Commission public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
7. The project site is currently zoned Residential Rural (RR) and Scenic Corridor (SC) overlay zone.
8. The land use designation for the project site under the City's adopted General Plan is Rural Residential (RR).
9. The surrounding land uses around the subject property are zoned Rural Residential (RR) and Scenic Corridor (SC) overlay zone to the north, west, and east and Public Facility (PF) and Scenic Corridor (SC) to the south.
10. Notice of Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).
11. A Mitigated Negative Declaration has been prepared in compliance with the CEQA Guidelines for the State of California and the City's adopted CEQA Guidelines.

Section 3. In view of all of the evidence and based on the foregoing findings, the Planning Commission concludes as follows:

FINDINGS

Based upon the facts and information contained in the proposed Mitigated Negative Declaration, together with all written and oral reports included for the environmental assessment for the application, the Planning Commission finds that there is no substantial evidence that the project will have a significant effect upon the environment and adopts a Mitigated Negative Declaration based upon the findings as follows:

1. The Mitigated Negative Declaration has been prepared in compliance with the California Environmental Quality Act and the State CEQA guidelines promulgated thereunder; that said Mitigated Negative Declaration and the Initial Study prepared therefore reflect the independent judgment of the Planning Commission; and, further, this Planning Commission has reviewed and considered the information contained in said Mitigated Negative Declaration with regard to the application.

2. Based upon the changes, alterations, conditions of approval, and mitigation measures that have been incorporated into the proposed project, no significant adverse environmental effects will occur.
3. Pursuant to the provisions of Section 753.5(c) of Title 14 of the California Code of Regulations, the Planning Commission finds that in considering the record as a whole, including the Initial Study and Mitigated Negative Declaration for the project, there is no evidence that the proposed project will have potential for an adverse impact upon wildlife resources or the habitat upon which wildlife depends. Furthermore, based upon substantial evidence contained in the Negative Declaration, the staff reports and exhibits, and the information provided to the Planning Commission during the public hearing, the Planning Commission hereby rebuts the presumption of adverse effect as set forth in Section 753.5(c-1-d) of Title 14 of the California Code of Regulations.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission hereby adopts the Mitigated Negative Declaration subject to the following agreements and conditions:

I. INDEMNIFICATION AGREEMENT

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith. Accordingly, to the fullest extent permitted by law, BSVERCOM, LLC (applicant/ property owner) and their successor and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith. BSVERCOM, LLC (applicant/ property owner) and their successor and assigns, shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

PLANNING COMMISSION RESOLUTION NO. 2013-542, was adopted by the Planning Commission at a regular meeting held April 18, 2013, and that it was adopted by the following vote:

AYES: Chair Shumacher, Commissioners Sikand, Mueller, Lia & Weintroub

NOES: None

ABSENT: None

ABSTAINED: None

"The Secretary of the Planning Commission shall certify the adoption of this Resolution. The Secretary of the Planning Commission shall mail a copy of this resolution to the applicant along with proof of mailing. Section 1094.6 of the Civil Procedure governs the time in which judicial review of this decision may be Sought"

B. Sh
Owner/Applicant

5/9/13
Date

Section 5. All documents described in Section 1 of PC Resolution No. 2013-542 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2013-542
PASSED, APPROVED AND ADOPTED this 18th day of April, 2013.

Rick Shumacher
Rick Shumacher, Chairperson

ATTEST: Maureen Tamuri
Maureen Tamuri,
Community Development Director

APPROVED AS TO FORM:

Matthew T. Summers
Matt Summers,
City Attorney

ITEM 7
ATTACHMENT C

Exhibit B

P.C. RESOLUTION NO. 2013-543

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS TO APPROVE FILE NO. 110001621 A REQUEST FOR A SITE PLAN REVIEW, A SCENIC CORRIDOR PERMIT, A LOT LINE ADJUSTMENT, A VARIANCE AND AN OAK TREE PERMIT FOR THE CONSTRUCTION OF 3 NEW SINGLE-FAMILY RESIDENCES ON 3 LEGAL LOTS (2069-065-001; 2069-065-002; 2069-065-003). THE LOT LINE ADJUSTMENT IS PROPOSED IN ORDER TO RELOCATE THE PROPERTY LINE BETWEEN APN NOS. 2069-065-001 AND 2069-065-002. ADDITIONALLY, PURSUANT TO CALABASAS MUNICIPAL CODE SECTION 17.20.140(B), THE PROPOSED BUILDING PAD FOR LOT 1 WOULD REQUIRE APPROVAL FOR A BUILDING HEIGHT VARIANCE TO ALLOW A MAXIMUM BUILDING HEIGHT OF 35 FEET MEASURED FROM FINISHED GRADE. THE PROPOSED PROJECT INCLUDES THE REMOVAL OF SIX (6) OAK TREES, REMOVAL OF SCRUB OAK HABITAT, AND ENCROACHING ON THE PROTECTED ZONE OF NUMEROUS EXISTING OAK TREES. ADDITIONALLY, THE SCOPE OF WORK INCLUDES: 1) DRIVEWAY GRADING; 2) RETAINING WALLS; 3) CONSTRUCTION OF ENTRY GATES; 4) CONSTRUCTION OF SWIMMING POOLS AND SPAS ON EACH PROPERTY AND; 5) CONSTRUCTION OF TWO (2) NEW POOL HOUSES, (ONE ON APN 2069-065-002 AND ONE ON APN 2069-065-003). AN ARRAY OF SOLAR PANELS IS PROPOSED TO PROVIDE POWER TO EACH RESIDENCE. THE PROJECT SITE IS WITHIN THE RURAL RESIDENTIAL (RR) ZONING DISTRICT AND WITHIN THE MULHOLLAND HIGHWAY SCENIC CORRIDOR OVERLAY (SC).

Section 1. The Planning Commission has considered all of the evidence submitted into the administrative record, which includes, but is not limited to:

1. Agenda reports were prepared by the Community Development Department.
2. Staff presentation at the public hearing held on April 18, 2013 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, General Plan, and all other applicable regulations and codes.

4. Public comments, both written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the request.
5. Testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at or prior to the public hearing.
6. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based of the foregoing evidence, the Planning Commission finds that:

1. The applicant submitted an application for File 110001621 on May 7, 2012.
2. On June 5, 2012, staff determined that the application was incomplete and the applicant was duly notified of this incomplete status.
3. On March 29, 2013, following many resubmittals the application was deemed complete and the applicant was notified.
4. Notice of the April 18, 2013, Planning Commission public hearing was posted at Juan Bautista de Anza Park, the Calabasas Tennis and Swim Center, Gelson's market and at Calabasas City Hall.
5. Notice of the April 18, 2013, Planning Commission public hearing was provided to property owners within 500 feet of the property as shown on the latest equalized assessment roll.
6. Notice of the Planning Commission public hearing was mailed or delivered at least ten (10) days prior to the hearing to the project applicant.
7. The project site is currently zoned Residential Rural (RR) and Scenic Corridor (SC) overlay zone.
8. The land use designation for the project site under the City's adopted General Plan is Rural Residential (RR).
9. The surrounding land uses around the subject property are zoned Rural Residential (RR) and Scenic Corridor (SC) overlay zone to the east and west, Open Space-Development Restricted (OS-DR) to the north, and Public Facility (PF) and Scenic Corridor (SC) to the south.
10. Notice of Planning Commission public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).

Section 3. In view of all of the evidence and based on the foregoing findings, the Planning Commission concludes as follows:

FINDINGS

Section 17.62.202(E), Calabasas Municipal Code allows the review authority to approve a Site Plan Review Permit provided that the following findings are made:

1. *The proposed project complies with all applicable provisions of this development code;*

The proposed project involves the construction of three single-family residences with ancillary structures on three separate vacant legal lots (APN 2069-065-001 (Lot 1); 2069-065-002 (Lot 2); 2069-065-003 (Lot 3)). Single-family housing and ancillary uses (7.5 maximum height retaining walls, patio covers, pool houses and swimming pools and associated equipment) are all allowed in the Rural Residential (RR) zoning district pursuant to section 17.11.010(F) of the Calabasas Municipal Code (CMC). The project site is bounded by single-family homes to the east (Clairidge Community) and to the west (Park South Community). This proposed project meets all of the applicable Development Standards in the RR zoning classification, with the exception of the height requirement for the proposed residence on Lot 1, for which approval of a variance is being requested. The height of the proposed residences on Lots 2 and 3 (28ft.) are below the 35 feet allowed under the RR Development Standards. The project proposes to develop 8.5% of Lot 1, 11% of Lot 2 and 7% of Lot 3, which allows for the remainder of the parcels to be left undeveloped; therefore, 91% of Lot 1, 89% of Lot 2 and 92% of Lot 3 will be left permeable. Accordingly, the minimum RR pervious surface requirement is 70%, which all three lots will well exceed. The maximum site coverage allowed per the RR development standards is 30 percent; the proposed project is below that standard by proposing to develop 8.5% of Lot 1, 11% of Lot 2 and 7% of Lot 3; thus, this project meets the site coverage standard. The proposed retaining walls range in height from 1 foot to 7 feet 6 inches. Accordingly, the average height for the retaining walls will not exceed 6'6", consistent with CMC Section 17.20.100(B)(4). The applicant is proposing to landscape along the perimeter of the proposed walls to screen the potential visual impact. The proposed swimming pools and associated equipment are setback a minimum of 10 feet from all portions of the residences and are situated a minimum of 5 feet from all property lines; thus, meeting all development standards set forth for ancillary uses for the RR zone. By complying with all of the residential standards in the residential zone (for the exception of the height requirement of the proposed residence in Lot 1, for which approval of variance is being requested), the project complies with this finding.

- 2. The proposed project is consistent with the General Plan, any applicable specific plan, and any special design theme adopted by the city for the site and vicinity;*

The proposed project meets this finding because the Calabasas General Plan Land Use Designation for the aforementioned properties is RR (Residential, Rural) and residential uses are consistent with the general plan land use designation. General Plan Table II-1 designates the RR designation to accommodate for single-family detached housing in a low intensity rural setting. The allowed intensity for the RR designation is one (1) residential dwelling unit per acre or one (1) residential unit per legal lot. The project is proposing for the less intense use by requesting to accommodate for one (1) single-family residence on each legal lot.

All three lots are designated Scenic Corridor, and as prescribed in Community Design Element Policy IX-43 of the General Plan, the project is designed to comply with the Scenic Corridor Overlay Zoning requirements and the Scenic Corridor Design Guidelines such as: minimization of grading, siting development below ridgelines, adaptation to existing topography, preservation of vistas of natural hillside areas from public streets, design that limits bulk and massing, and use of landscaping to screen and soften development. Furthermore, the project has been designed to comply with Community Design Element Policy IX-47, by integrating barrier screening for visual mitigation by incorporating an undulating berm on Lot 2 to screen the proposed single-family residence from the designated scenic corridor and incorporating decorative walls of various heights and innovative use and placement of evergreen trees throughout the project. Additionally, there are no specific or master plans applicable to this parcel. Therefore, the project meets this finding.

- 3. The approval of the site plan review is in compliance with the California Environmental Quality Act (CEQA);*

An Initial Study and Mitigated Negative Declaration (IS/MND) have been prepared and circulated for review in compliance with the City's adopted CEQA Guidelines, and state law; and the IS/MND has been determined by the Planning Commission to be complete and adequate, per adoption of Planning Commission Resolution No. 2013-542.

- 4. The proposed structures, signs, site development, grading and/or landscaping are compatible in design, appearance and scale, with existing uses, development, signs, structures and landscaping for the surrounding area;*

The three single-family residences are proposed on three legal vacant lots located within a designated scenic corridor (Mulholland Highway). The land areas of the lots are as follows: Lot 1 is approximately 6.20 acres, Lot 2 is

approximately 5.0 acres and Lot 3 is approximately 6.06 acres. The existing RR zoning allows for the development of a single-family residence and ancillary uses on each lot. This proposed project meets all of the applicable Development Standards in the RR zoning classification, with the exception of the height requirement for the proposed residence on Lot 1, which approval of a variance is being requested. The project site is located within the Mulholland Highway Scenic Corridor and its location is in close proximity to Viewpoint Academy to the south, single-family homes to the east (Clairidge Community) and to the west (Park South Community) and vacant Open Space-Development Restricted (OS-DR) zoned parcels to north.

The architecture styles displayed by the single-family residences along Mulholland Highway are eclectic with the Mediterranean style predominating for residences in closest proximity to the project site. The proposed single-family residences were designed to display a Mediterranean architectural style, which complies with all applicable Development Code and Scenic Corridor Overlay provisions, including height (except for the residence on Lot 1 for which variance is necessary), setbacks, architectural elements, etc. The scale of the three proposed single-family residences are consistent with the surrounding residences and when compared to the average floor area ratio of the neighboring properties, the proposed project is below the average. The average living area of the neighboring properties is 8,156.77 square feet with the largest home being 26,247 square feet. The average floor area ratio of the neighboring properties is 0.05%, with the highest floor area ratio being 0.33%. The average living area of the project site is 7,878 square feet with the largest home being 9,881 square feet. The average floor area ratio of the neighboring properties is 0.03%, with the highest floor area ratio being 0.05%. Due to these conditions, the project is compatible with the surrounding uses and development, as well as anticipated uses and development in the neighborhood and, therefore, meets this finding.

5. *The site is adequate in size and shape to accommodate the proposed structures, yards, walls, fences, parking, landscaping, and other development features;*

The proposed project site is comprised of three legal vacant lots that far exceed the minimum requirement for lot size in a RR zone, which is one (1.0) acre. The lot size of Lot 1 is approximately 6.20 acres, Lot 2 is approximately 5.0 acres and Lot 3 is approximately 6.06 acres. The development of each parcel is required to comply with site coverage standards provided in CMC Section 17.13.020, as well as the landscaping standards identified in CMC Section 17.26.040. The proposed site coverage of 8.5% in Lot 1, 11% in Lot 2, and 7% Lot 3 is significantly less than the maximum allowed 35%. The project also provides conformity to the minimum requirement of 70% permeable landscaping. The proposed permeable landscaping of 91% in Lot 1, 11% in Lot2, and 92% in Lot 3 far exceed the minimum Code requirement

of 65%. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the aforementioned percentages remaining in perpetuity based on the terms of the agreement. Accordingly, the proposed project meets this finding.

6. *The proposed project is designed to respect and integrate with the existing surrounding natural environment to the maximum extent feasible.*

The project site is located along the Mulholland Highway Scenic Corridor on three vacant legal parcels comprised of challenging topography. All three homes have been sited to avoid becoming dominant features along the designated scenic corridor and designed to comply with the Scenic Corridor Design Guidelines. Additionally, the project has been designed to comply with the Hillside and Ridgeline Development Standards identified in CMC Section 17.20.150. In an effort to achieve the goal of sitting the residence on Lot 1 from being visible from Mulholland Highway, the applicant decided to reconfigure Lot 1 and Lot 2 through a lot line adjustment in an effort to create a feasible building location to site the proposed residence on Lot 1 that would create a more environmentally balanced project. The eastern lot line of Lot 1 is proposed to be relocated a maximum of 132 feet to the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. The decision to place the single-family residence upon a "fill" pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for Lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site.

As previously mentioned above, the resulting lot line adjustment would create a feasible building location to site the proposed residence on Lot 1 that would create a more environmentally balanced project. However, the proposed residence when measured from the finished grade would be 29 feet but would exceed the allowable height when measured from the natural grade. CMC Section 17.20.140(B) stipulates that the maximum allowable height shall be measured as the vertical distance whichever is lower to an imaginary plane located the allowed number of feet above and parallel to natural or finished grade as is the case with the majority of the surrounding residences. The applicant is requesting a variance to be able to measure the 29' maximum height of the proposed single-family residence on Lot 1 from finished grade. The property to the north is zoned Open-Space, Development-Restricted so development of a single-family residence is not allowed and; therefore, an

approval of a variance to exceed the height standard for the residence on Lot 1 will not carry a burden to any future development on that property. Furthermore, the strict application of the height development standard restricts the development from accomplishing a more environmentally balanced project that will allow for reduced grading. The proposed single-family residence will sit lower on the subject property resulting in a preferred home site that will be screened by the natural topography. This approach will result in less grading of the hillside, consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37. Additionally the proposed grading is consistent with the Calabasas Municipal Development Code; specifically policies stipulated by Chapter 15.10 and Sections: 17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a)and (c).

The residence for Lot 2 was sited upon a previously graded pad that minimizes grading for construction. Landscaping is proposed around the perimeter of the residence, which includes a six (6) foot high berm that will buffer the residence from the designated scenic corridor. Based on the project's photo simulations, there are two locations where the rooflines of the residence are visible from the designated scenic corridor. The applicant has agreed to landscape those two areas where portions of the rooflines are visible to buffer them from the designated scenic corridor. The residence for Lot 3 has been sited where it will not be visible from the designated scenic corridor and will minimize the amount of grading necessary to construct the structure. Additionally, the location and the retaining walls required for the driveways have been designed to minimize the amount of grading. Accordingly, landscaping that includes native trees and shrubs and will be incorporated to ensure that the driveways blend into the natural landscape as feasible as possible.

In an effort to have the project respect and integrate with the existing surrounding natural environment to the maximum extent feasible, the applicant has agreed to conservation easements on all three lots that would protect a significant amount of habitat area. Lot 1 sets aside 4.4 acres (70%), Lot 2 sets aside 2.8 acres (40%) and Lot 3 sets aside 3.2 acres (53%) for a total of 10.4 acres (60% of the total project area). The conservation easements would prohibit all uses except fuel modification, planting vegetation indigenous to the Santa Monica Mountains, and drip irrigation. Lighting, fencing, materials storage, permanent irrigation, grading, herbicide, rodenticide, and non-native vegetation would be prohibited. Additionally, the applicant has agreed to include a special east-west oriented conservation easement section across the cut slope at the northern boundary of Lot 2 (Condition 18, Resolution 2013-543). The minimum 20-foot wide easement would facilitate wildlife movement. The easement would be free of all fencing, lighting, and facilities other than paths to the reach the proposed solar panels and underground utilities. Finally, the existence of the aforementioned easements will preclude any additional future development (including single-

family residences) on all three lots. The City of Calabasas has incorporated all of the agreed upon conditions between the Conservancy and the applicant. As such, for the all reasons mentioned above, this project meets this finding.

Section 17.62.050(D), Calabasas Municipal Code allows the review authority to approve a Scenic Corridor Permit provided that the following findings are made:

1. *The proposed design complies with the scenic corridor development guidelines adopted by the City Council;*

The Scenic Corridor Development Guidelines were developed to help development contribute to rather than detract from the visual beauty of the Designated Scenic Corridors. Some of the goals include reference to using medium to dark roof colors, using non-glare materials, avoidance of large blank facades, use of architectural articulation throughout all elevations, structures designed and sited to minimize visual impacts, and use of landscaping to help screen development. In addition, structures shall be sited in the least visually obtrusive location, and shall minimize grading that alters landforms.

The subject properties sites are visible within the Scenic Corridor viewshed to areas north and east of the proposed property. The proposal has incorporated design techniques to all of the proposed structures to ensure consistency with the Scenic Corridor Development Guidelines and ultimately minimize visual impacts. These techniques include locating the proposed structures on the most feasible locations of each property to minimize view of any of the structures from the designated scenic corridor and any additional grading on each site.

The proposed residence on Lot 1 utilizes decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that black wrought iron, Cottonseed smooth-finish stucco, deep olive window trim, and Piedmont blend roof tile shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible. The proposed cabana has been sited on the rear of the property to help screen the structure from the designated corridor. Additionally, the cabana has been designed to complement the main residence and incorporate coloration and materials, which includes earth-tone stucco and tile roof.

The proposed residence on Lot 2 has been designed to incorporate trellises, columns, decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Irish Cream smooth-finish stucco and a brown grey tile roof shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible. Additionally, the cabana has been designed to complement the main residence and incorporate coloration and materials, which includes earth-tone stucco and tile roof.

The proposed residence on Lot 3 is designed to incorporate design measures that assist to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated Scenic Corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Café Mocha smooth-finish stucco and an Adobe blend tile roof shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible.

Accordingly, the project has incorporated all of the above-mentioned design measures to conform to the Scenic Corridor Design Guidelines; therefore conforming to this finding.

2. *The proposed project incorporates design measures to ensure maximum Compatibility with and enhancement of the scenic corridor;*

In order for development to be compatible with and enhance the Scenic Corridor, development within a designated Scenic Corridor should be sited properly, designed in an aesthetically pleasing manner, and utilize design techniques that break up bulk and massing of a structure.

The proposed two-story, Mediterranean-style single-family residence on Lot 1 was relocated in order to avoid having the residence be visible from Mulholland Highway and minimize the amount of total grading. In an effort to achieve the goal of sitting the residence on Lot 1 and to avoid it from being visible from Mulholland Highway, the applicant decided to reconfigure Lot 1 and Lot 2 through a lot line adjustment to provide for a better site location that

would benefit the designated scenic corridor. In addition, the project utilizes decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that black wrought iron, Cottonseed smooth-finish stucco, deep olive window trim, and Piedmont blend roof tile shall be utilized to complement the appearance of the development with its surrounding environment.

The residence located on Lot 2 was sited in a previously graded pad that minimizes grading for construction. Landscaping is proposed around the perimeter of the residence, which includes a six (6) foot high berm that will buffer the residence from the designated scenic corridor. Based on the project's photo simulations, there are two locations where the rooflines of the residence are visible from the designated scenic corridor. The applicant has agreed to landscape those two areas where portions of the rooflines are visible to buffer them from the designated scenic corridor. In addition, the project utilizes trellises, columns, decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Irish Cream smooth-finish stucco and a brown grey tile roof shall be utilized to complement the appearance of the development with its surrounding environment. Finally, the cabana has been designed to complement the main residence and incorporate coloration and materials, which includes earth tone stucco and tile roof.

The residence in Lot 3 is sited in the most feasible location that allows for the project to be screened to the designated scenic corridor and minimizes the amount of grading necessary for construction. Design measures that assist to visually enhance the façade of the residence include horizontal line breaks to address bulk and massing issues and landscaping proposed to be installed along the perimeter of the property to assist in screening the residence from the designated Scenic Corridor. Additionally, the design of the single-family residence specifies that Moonlight, rough-cut Eldorado stone veneer, black wrought iron, Café Mocha smooth-finish stucco and an Adobe blend tile roof shall be utilized to complement the appearance of the development with its surrounding environment. The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible.

Accordingly, the project has incorporated all of the above-mentioned design measures to conform to the Scenic Corridor Design Guidelines; therefore conforming to this finding.

- 3. The proposed project is within a rural or semi-rural scenic corridor designated by the General Plan, and includes adequate design to ensure the continuing preservation of the character of the surrounding area;*

The subject properties are located within the Mulholland Highway designated scenic corridor. Much of this area is characterized by open hillsides, and includes development on large and tract parcels, and designed to blend with the environment, and landscaped to help preserve the character of the corridor. The applicant is proposing to situate the residences in the most feasible locations on each parcel to minimize additional grading and use existing vegetation and oak trees to assist in screening the proposed project from the view shed of the designated scenic corridor. The development of each parcel is required to comply with site coverage standards provided in CMC Section 17.13.020, as well as the landscaping standards identified in CMC Section 17.26.040. The proposed site coverage of 8.5% in Lot 1, 11% in Lot 2, and 7% Lot 3 is significantly less than the maximum allowed 35%. The project also provides conformity to the minimum requirement of 70% permeable landscaping. The proposed permeable landscaping of 91% in Lot 1, 89% in Lot 2, and 92% in Lot 3 far exceed the minimum Code requirement of 90%. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the aforementioned percentages remaining in perpetuity based on the terms of the agreement. Accordingly, the proposed project meets this finding.

- 4. The proposed structures, signs, site development, grading, and/or landscaping related to the proposed use are compatible in design, appearance, and scale, with existing uses, development, signs, structures, and landscaping of the surrounding area.*

The proposed project site is located in Mulholland Highway scenic corridor, which is an area mainly characterized by open hillsides and includes development of single-family homes to the east (Clairidge Community) and to the west (Park South Community). The average lot size of the neighboring properties is of 148,847 square feet (the largest parcel having a lot area of 553,494 square feet and the smallest parcel having a lot size of 16,117 square feet). The average square footage of the homes of neighboring properties is of 7,262 square feet (the home with the largest square footage totaled 16,332 square feet and the home with the smallest square footage totaled 4,104 square feet). The average lot size of each parcel within the project site is 236,255 and the average square footage of the residences is 7,878 square feet. The average floor area ratio of the neighboring residences is .098 and the average floor area ratio of the project residences is .03.

The proposed two-story residence on Lot 1 is designed with Mediterranean-style architecture. The Mediterranean-style architecture is consistent with the eclectic architecture found in the area and comparable to the architecture style displayed by the majority of the homes found in the Park South Community. The project has incorporated design measures that are consistent with the Scenic Corridor Design Guidelines, which include the use of wrought iron railings, guardrails, trellises and decks, balconies, stucco, and tile roofing. A step-back design approach has been implemented along all elevations of the residences to reduce perceived bulk and mass. Additionally, decorative wood rafters, wood framed sliding doors and wood framed windows have been incorporated to contribute to the architectural design of the residence.

The proposed two-story residence on Lot 2 has been designed to incorporate trellises, columns, decks and balconies to visually enhance the façade of the residence, horizontal line breaks to address bulk and massing issues, and incorporates landscaping along the perimeter of the property to assist in screening the residence from the designated scenic corridor. A step-back design approach has been implemented along all elevations of the residences to reduce perceived bulk and mass. Additionally, the project has been conditioned to utilize coloration and materials, which include: stone veneer, wrought iron, earth tone stucco and tile roof that more adequately blend the development with its surrounding environment and community.

The proposed two-story residence on Lot 3 has been designed to utilize coloration and materials, which include: stone veneer along the left side and front elevations, wrought iron, earth tone stucco and tile roof that more adequately blend the development with its surrounding environment and community. A step-back design approach has been implemented along all elevations of the residences to reduce perceived bulk and mass.

The project has also incorporated landscaping that includes trees and shrubs along the driveway and retaining walls to ensure that they adequately blend with the natural environment to the extent possible. The proposed permeable landscaping of 91% in Lot 1, 89% in Lot 2, and 92% in Lot 3 far exceed the minimum Code requirement of 70%. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the aforementioned percentages remaining intact in perpetuity based on the terms of the agreement. Also, the applicant agreed to incorporate landscaping along all visible portions of the residences to assist in screening the residences from the designated scenic corridor. As such, by implementing all of the elements referenced above, this project meets this finding.

Section 17.62.060(E) Calabasas Municipal Code allows the Planning Commission to approve a Variance provided that the following findings are made:

1. *That there are special circumstances applicable to the property which do not generally apply to other properties in the same zoning district (i.e., size shape, topography, location surroundings), such that the strict application of this chapter denies the property owner privileges enjoyed by other property owners in the vicinity and in identical zoning districts;*

The subject site is unique because of its steep topography compared to the surrounding developed properties and it is bordered to the north by property that is zoned Open-Space, Development Restricted (OS-DR). The original pad location for the proposed residence on Lot 1 was located in a visually prominent location that would have been difficult to screen to the designated scenic corridor. It would have also required extensive grading for the potential driveway and building pad designs. In an effort to reduce the amount of grading for the construction of the proposed residence and driveway configuration on Lot 1 and attempt to site the residence in a more feasible location to conceal the residence from the designated scenic corridor, the project proposes a lot line adjustment to reconfigure Lot 1 and Lot 2 by moving the eastern property line of Lot 1 by 132 feet to the east onto the existing property boundary of Lot 2. This will allow the creation of a new building pad by filling a pad in a lower lying portion of newly created Lot 1 with fill from grading occurring in Lots 2 and 3.

The proposed lot line adjustment would create a feasible building location to site the proposed residence on Lot 1 thereby creating a more environmentally balanced project. This will be accomplished by reducing the amount of grading necessary for the residence and driveway compared to the original building pad location and it would assist in providing a building location that would conceal the residence from the designated scenic corridor. As such, the proposed residence when measured from the finished grade would be 35 feet but would be greater when measured from the natural grade, as is the case with the majority of the surrounding residences. Pursuant to CMC Section 17.20.140(B), maximum allowable height shall be measured as the vertical distance from the natural or finished grade, whichever is lower, of the site to an imaginary plane located the allowed number of feet above and parallel to the natural or finished grade.

The property to the north is zoned Open-Space, Development-Restricted so development of a single-family residence is not allowed and; therefore, a variance to exceed the height standard for the residence on Lot 1 will not carry a burden to any future development on that property. Furthermore, the strict application of the height development standard restricts the development from accomplishing a more environmentally balanced project

that will allow for reduced grading and screening the residence from the designated scenic corridor.

There are numerous precedents for this request for variance request. Specifically, newer developments like the Oaks of Calabasas, The Ridge and Park South are comprised of both cut and fill pads. There are no development requirements for project proponents to determine the lowest elevation (natural or finished) of the cut or fill pads and abide by the height measurement requirements of CMC Section 17.20.040(B); they must only conform to the maximum height standard for the development, including the standards and limits set for the so-called view lots in the Oaks.

The property owner is seeking approval of a single-family residence with an improved driveway similar to those surrounding the project site, which is an allowed use in this zoning district. Surrounding property owners have enjoyed the right to design and construct residences on fill pads whose heights have been measured from finished grade as opposed to natural grade; therefore, this property owner is not asking for a use of his property other than what his surrounding property owners already enjoy and the proposed project meets this finding.

2. *The granting of the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and zoning district and denied to the property owner for which the variance is sought;*

Granting the variance is necessary for the preservation and enjoyment of substantial property rights possessed by other property owners in the same vicinity and zoning district and otherwise denied to the property owner for which the variance is sought because (1) the permitted primary use of the property will be single-family residential, consistent with the surrounding uses; and (2) the proposed deviation of the height requirement will allow the applicant to construct a single-family residence of a two-story design, which is similar to those on surrounding properties in the same zoning district.

The property owner is seeking approval to deviate from the height requirement of 35 feet measured from the natural grade as opposed to the finished grade as were most of the heights of the surrounding residences measured. Each of the developed parcels in the project's immediate vicinity is a single-family residence, and the variance is requested to enable the applicant to construct a single-family residence of comparable size and height. Strict application of the standard would prevent construction of even a single-story single-family residence on the proposed building pad. The applicant's request does not involve any special privileges that are not already possessed by other neighbors who enjoyed the opportunity to build a single-family residence with a height of 35 feet measured from finished grade

as opposed to natural grade. Furthermore, granting of the variance will result in a more environmentally balanced project that includes reduced grading necessary to construct the residence and driveway, and a fully screened development from the designated scenic corridor. Other than the height requirement, the proposed project meets all other required development standards.

3. *That granting the variance would not constitute the granting of special privilege inconsistent with the limitations of other properties in the same zoning district;*

Granting the variance would not constitute the granting of a special privilege inconsistent with the limitations of other properties in the same zoning district because (1) the permitted primary use of the property will be single-family residential, consistent with the surrounding uses; and (2) the proposed deviation of the height requirement will allow the applicant to enjoy the same privileges enjoyed by most other properties in the same zoning district because the new single-family residence will be similar in size and height.

The property owner is seeking approval to deviate from the height requirement of 35 feet measured from the natural grade as opposed from the finished grade as were most of the surrounding residences built. The applicant's request does not involve any special privileges that are not already possessed by other property owners in the RR zone who enjoyed the opportunity to build a single-family residence with a height of 35 feet measured from finished grade as opposed to natural grade. The adjoining subdivisions include many graded and filled lots which were created for subsequent custom home design and construction. These new home designs were evaluated for maximum allowable height on the basis of finished building pad elevations. Additionally, the applicant is requesting the variance in order to develop a more environmentally balanced project that would reduce the amount grading necessary to construct the residence and driveway and screen the development from the designated scenic corridor. Other than the height requirement, the proposed project meets all other required development standards and the applicant is not asking for any further privileges.

4. *That granting the variance will not be detrimental to the public health, safety or welfare, or injurious to property or improvements in the vicinity and zoning district in which the property is located;*

The granting of this variance will not be detrimental to the public health, safety or welfare or injurious to property or improvements in the vicinity and zoning district in which the property is located. The project has been reviewed by the Development Review Committee and was determined that it would have no significant impact on the public health, safety, or welfare and the revised

plans have been reviewed by all applicable departments and outside agencies, which include the Los Angeles Sheriff's and Los Angeles County Fire Department.

In an effort to achieve the goal of sitting the residence on Lot 1 from being visible from designated Mulholland Highway scenic corridor, the applicant decided to reconfigure Lot 1 and Lot 2 through a lot line adjustment in an effort to create a feasible building location to site the proposed residence on Lot 1 that would create a more environmentally balanced project. The resulting lot configuration creating a superior building pad location (filling in a lower elevation on the lot) for the single-family residence is the reason the applicant is requesting to deviate from the height requirement and to exceed 35 feet measured from natural grade as opposed to finished grade. This approach matches the method of measurement for most of the surrounding properties. The eastern lot line of Lot 1 is proposed to be relocated a maximum of 132 feet to the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. The decision to place the single-family residence upon a "fill" pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for Lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will assist in maintaining the undeveloped portions of the parcels vacant in perpetuity based on the terms of the agreement and thus, further protecting the designated scenic corridor. Therefore, the proposed project meets this finding.

5. *That granting the variance is consistent with the General Plan any applicable specific plan.*

The proposed solution of reconfiguring Lot 1 and Lot 2 to create a more desirable building pad for Lot 1, which reduces the amount of grading and screens the residence from the designate scenic corridor assists in creating a better environmentally balanced project. However, the strict application of the height development standard restricts the development from accomplishing the goal of a more environmentally balanced project that will allow for reduced grading. The proposed single-family residence will sit lower on the subject property resulting in a preferred home site that will be screened by the natural topography. The requested variance is consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37 and Calabasas Municipal

Development Code; specifically policies stipulated by Chapter 15.10 and Sections: 17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a) and (c) because: 1) it will allow for a single-family residence use of the type and scale commensurate with the Residential-Rural land use designation, which is being sought; 2) it will allow for a single-family use and associated site grading and preparation in a manner consistent with policies of the General Plan which call for a balancing of cut and fill quantities, and a minimal amount of landform alteration. There is no specific plan for the area. For all the reasons mentioned above, this project meets this finding.

Section 17.32.010(E), Calabasas Municipal Code allows the review authority to approve an Oak Tree Permit provided that the following findings are made:

1. *The request to alter or encroach within the protected zone of an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the property, which would otherwise be prevented by the presence of the oak tree or scrub oak habitat. In addition, such alterations and encroachments can be performed without significant long-term adverse impacts to the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the guidelines;*

The proposed single-family residences, driveways and ancillary structures have been situated and designed on each parcel to minimize the impacts to as many of the fifty-three (53) onsite protected oak trees as feasible. The applicant is proposing to encroach within the protect zone of twenty-two (22) oak trees and one (1) scrub oak (Tree Nos. 8-14; 19; 20-24; 31; 48; 51). The encroachment of the twenty-two (22) protected oak trees is warranted to allow for the construction of the proposed driveways and building pads. The encroachments to the protected oak trees will not have significant long-term adverse impacts and protection measures have been incorporated into the conditions of approval to ensure the viability and safety of the oak trees. The City's arborist has reviewed the revised plans and associated oak tree reports and addendums and concluded that the proposed project will have minimal impact to the protected oak trees and scrub oak. Therefore, the proposed project meets this finding.

2. *The request to remove an oak tree or scrub oak habitat is warranted to enable reasonable and conforming use of the subject property, which is otherwise prevented by the presence of the oak tree or scrub oak habitat. Reasonable use of the property shall be determined in accordance with the Guidelines.*

The proposed single-family residences, driveways and ancillary structures have been situated and designed on each parcel to minimize the impacts to as many of the fifty-three (53) onsite protected oak trees as feasible. The project proposes to remove six (6) protected oak trees (15, 18, 29, 30, 52, &

53). The removal of the protected oak tree no. 15 is warranted to because it is located in the alignment of the proposed driveway. Oak tree no. 18 is warrants to be removed because the root and branch pruning required for grading and construction of the retaining walls will completely compromise the viability of the tree. Oak trees nos. 29 and 30 required to be removed because they are located 5 feet from the proposed location of the headwall for the inlet structure and will not survive the impact caused by the construction. Oak trees nos. 52 and 53, which are stumps, (but included in the inventory), are in the area of the cut slope and required to be removed. The City's arborist has reviewed the revised plans and associated oak tree reports and addendums and concluded that the proposed project will have minimal impact to the protected oak trees and scrub oak. Therefore, the proposed project meets this finding.

Section 17.44.120(B), Calabasas Municipal Code allows the review authority to deny a Lot Line Adjustment if it finds any of the following findings:

1. *The lot line adjustment does not maintain a position with respect to General Plan or specific plan consistency, parcel design, minimum lot area, environmental quality, and other standards as specified in this development code and other applicable Municipal Code and state law provisions relating to real property divisions, which is equal to or better than the position of the existing lots before adjustment;*

The Calabasas General Plan Land Use Designation for Lot 1 and Lot 2 is RR (Residential, Rural) and residential uses are consistent with the general plan land use designation. General Plan Table II-1 designates the RR designation to accommodate for single-family detached housing in a low intensity rural setting. The allowed intensity for the RR designation is one (1) residential dwelling unit per acre or one (1) residential unit per legal lot. The proposed lot line adjustment would not increase the number of buildable lots or the number of units allowed per lot.

Pursuant to CMC Section 17.13.020, the minimum lot size for a RR zoned is one (1) acre. Lot 1 has a land size of 5.01 acres and Lot 2 has a lot size of 6.19 acres. The lot size resulting from the lot line adjustment for Lot 1 is 6.20 acres and for Lot 2 it is 5.0 acres. The land area for both lots exceeds the minimum requirement of one (1) acre. Additionally, both lots far exceed the minimum requirement for lot width, which requires a minimum lot width of 75 feet. Lot 1 has a lot width of approximately 380 feet and Lot 2 has a lot width of approximately 360 feet.

The proposed lot line adjustment between Lot 1 and Lot 2 will create a more environmentally balanced project than the originally proposed building site that would be required absent to the proposed lot line adjustment. The eastern lot line of Lot 1 is proposed to be relocated a maximum of 132 feet to

the east. The resulting lot line would add approximately 1.19 acres to Lot 1 and remove 1.19 acres from Lot 2. The decision to place the single-family residence upon a "fill" pad makes the most sense from an environmental impact standpoint. Creating the 24,500 square-foot fill pad will limit the required grading for site access and preparation that would be required for the single-family residence to a level below that required for preparing a cut pad on the existing landforms. Additionally, the two other lots will be cutting building pads into the existing topography and creating surplus soil that would normally require export from the site. This excavated soil can be used, in part, to create the fill pad proposed pad for Lot 1. Fewer truck trips as well as lower construction emissions are added benefits to air quality because of less soil export from the site. This approach will result in less grading of the hillside, consistent with General Plan Policies: IV-31; IX-5; IX-6; IX-8; IX-13; and IX-37. Additionally the proposed grading is consistent with the Calabasas Municipal Development Code; specifically policies stipulated by Chapter 15.10 and Sections:17.20.150(B)(2); 17.20.150(B)(3); and, 17.20.150(B)(6)(a) and (c).

The lot line adjustment will create a more desirable building pad for Lot 1 because it reduces the amount of grading required for construction compared to the building site proposed under the former lot configuration and screens the residence from the designated scenic corridor. As prescribed in Community Design Element Policy IX-43 of the General Plan, both of the residences are designed to comply with the Scenic Corridor Overlay Zoning requirements and the Scenic Corridor Design Guidelines such as: minimization of grading, siting development below ridgelines, adaptation to existing topography, preservation of vistas of natural hillside areas from public streets, design that limits bulk and massing, and use of landscaping to screen and soften development. Furthermore, the project has been designed to comply with Community Design Element Policy IX-47, by integrating barrier screening for visual mitigation by incorporating decorative walls of various heights and innovative use and placement of evergreen trees throughout the project. Additionally, the recorded conservation easements agreed upon with the Santa Monica Mountains Conservancy will preclude any additional future development (including single-family residences) on the project site. For all the reasons mentioned above, this project does not meet this finding.

2. *The adjustment will have the effect of creating a greater number of parcels than are buildable in compliance with applicable provisions of this development code than exist before adjustment;*

There will not be any new parcels created by the approval of the lot line adjustment. The Calabasas General Plan Land Use Designation for Lot 1 and Lot 2 is RR (Residential, Rural) and residential uses are consistent with the general plan land use designation. General Plan Table II-1 designates the RR designation to accommodate for single-family detached housing in a low

intensity rural setting. The allowed intensity for the RR designation is one (1) residential dwelling unit per acre or one (1) residential unit per legal lot. The proposed lot line adjustment would not increase the number of buildable lots or the number of units allowed per lot. Therefore, this project does not meet this finding.

3. *The adjustment will result in an increase in the number of nonconforming parcels.*

Pursuant to CMC Section 17.13.020, the minimum lot size for a RR zoned is one (1) acre. The lot line adjustment between Lot 1 and Lot 2 will not result in an increase in the number of nonconforming parcels because the acreages of the affected lots will greatly exceed the 1.0 acre minimum lot size. Currently, Lot 1 has a land size of 5.01 acres and Lot 2 has a lot size of 6.19 acres. The lot size resulting from the lot line adjustment for Lot 1 is 6.20 acres and for Lot 2 it is 5.0 acres. The land area for both lots exceeds the minimum requirement of one (1) acre. Additionally, both lots far exceed the minimum requirement for lot width, which requires a minimum lot width of 75 feet. Lot 1 has a lot width of approximately 380 feet and Lot 2 has a lot width of approximately 360 feet. Based on the aforementioned information, the project does not meet this finding.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission hereby approves File No. 110001621 subject to the following agreements and conditions:

I. INDEMNIFICATION AGREEMENT

The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney fees, litigation expenses, court costs or any other costs arising out of or in any way related to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith. Accordingly, to the fullest extent permitted by law, BSVERCOM,LLC (applicant/ property owner) and their successor and assigns, shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, related to this File No. 110001621 and the issuance of any permit or entitlement in connection therewith, or the activities conducted pursuant to this File No. 110001621 and the issuance of any permit or entitlement in connection

therewith. BSVERCOM, LLC (applicant/ property owner) and their successor and assigns, shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

II. CONDITIONS OF APPROVAL

Community Development Department

Planning Division:

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.
2. The project approved herein is depicted on those sets of drawings, elevations, etc., stamped approved by staff on the approval date. Any modifications to these plans must be approved by the Department of Community Development staff prior to the changes on the working drawings or in the field. Changes considered substantial by the Planning staff must be reviewed by the Planning Commission. The determination of whether or not a change is substantial shall be made by the Director of Community Development.

Prior to issuance of grading or building permits, plans shall be reviewed and approved by the Department of Community Development to ensure compliance with the plans approved by the Planning Commission. The plans shall comply with the conditions contained herein, the Calabasas Municipal Code, and all City Resolutions and Ordinances.

3. All project conditions shall be imprinted on the title sheet of the construction drawings. The approved set of plans shall be retained on-site for the review of Building Inspectors. Prior to any use of the project site, all conditions of approval shall be completed to the satisfaction of the Director of Community Development.
4. This grant shall not be effective for any purposes until after the applicant, or its successors, and the owner of the property involved (if other than the applicant) have recorded this resolution with the Los Angeles County Recorder's Office, and a certified copy of the recorded document is filed with the Community Development Department.
5. This approval shall be valid for one year and eleven days from the date of adoption of the resolution. The permit may be extended in accordance with Title 17 Land Use and Development Code, Article VI - Land Use and Development Permits.

6. The applicant shall implement all mitigation measures identified in the April 2013 IS/MND for this project.
7. The subject property shall be developed, maintained, and operated in full compliance with the conditions of this grant and any law, statute, ordinance or other regulation applicable to any development or activity on the subject property. Failure of the applicant or its successors to cease any development or activity not in full compliance shall be a violation of these conditions. Any violation of the conditions of approval may result in the revocation of this approval.
8. Construction Activities:

Hours of construction activity shall be limited to:

7:00 a.m. to 6:00 p.m., Monday through Friday

8:00 a.m. to 5:00 p.m., Saturday

Stacking of construction worker vehicles, prior to 7:00 a.m. in the morning will be restricted to areas that do not adversely affect adjacent property owners. The applicant shall notify the Director of Transportation or designee of the construction employee parking locations, prior to commencement of construction.
9. All exterior lights are subject to the provisions set forth in the Lighting Ordinance Chapter 17.27 of the Land Use and Development Code. Lighting of 60 watts or less on residential projects is exempt by the Lighting Ordinance.
10. All landscaping is to be installed within 90 days of occupancy by the applicant to the satisfaction of the Director of Community Development or his designee. All landscaping shall be consistent with the adopted City ordinance for landscape and water efficiency.
11. The applicant agrees to the installation of any landscaping that the Planning Division may require to further screen any visible portions of the main residences from the designated scenic corridor in addition to the approved landscaping plan. All additional required landscaping shall be installed by the applicant and inspected by the Planning Division prior to the issuance of a certificate of occupancy.
12. All ground and roof-mounted equipment is required to be fully screened from view except as prohibited by applicable law. Upon final inspection, Planning Division staff may require additional screening if warranted, through either landscaping, walls or a combination thereof.
13. All exterior colors and materials used for the construction of the project shall be in substantial conformance with the approved materials and colors exhibit.

14. The applicant shall provide the construction contractor(s) and each subcontractor related to the project a copy of the final project Conditions of Approval. The applicant and the City agree that these conditions shall be enforceable through all legal and equitable remedies, including the imposition of fines against each and every person who conducts any activity on behalf of the applicant on or near the project site. The applicant, property owner, and general construction contractor are ultimately responsible for all actions or omissions of a subcontractor
15. Violation of any of the conditions of this permit shall be cause for revocation and termination of all rights thereunder.

Mountains Recreation and Conservation Authority (MRCA) Conservation Easements:

16. The applicant agrees to record Conservation Easements prepared in coordination with the Mountains Recreation and Conservation Authority for the areas delineated on 'Conservation Easement Map' attached to this resolution as Attachment A, on Lot 1 (APN: 2069-065-001); Lot 2 (APN: 2069-065-002); and Lot 3 (APN: 2069-065-002) to the Mountains Recreation and Conservation Authority (MRCA). The Conservation Easements shall be recorded and acceptance of said easements by the MRCA shall be demonstrated prior to the issuance of any building pad certification. Applicant shall provide all legal descriptions and shall provide current title reports to the City and the MRCA prior to easement recordation.
17. The Conservation Easements shall prohibit all uses except fuel modification, planting vegetation indigenous to the Santa Monica Mountains, drip irrigation and underground utilities.
18. Inclusive of the Conservation Easement on Lot 2, is a special east-west oriented conservation easement section across the cut slope along the northern boundary of the lot. This would encompass a minimum 20-footwide easement for wildlife movement. It would be free of all fencing, lighting, and facilities other than pedestrian paths to reach the solar panels and underground utilities.
19. The applicant agrees to initially plant in the city right-of way, and if required maintain, only plants which are indigenous to the Santa Monica Mountains. Any future landscaping shall be subject to approval by the City consistent with the City's landscape plans, or City policies then in effect.
20. The applicant shall plant and maintain replacement black walnut trees onsite, at a ratio and with success criteria to be determined by the City's Arborist.

Building and Safety Division:

21. Prior to commencement of construction, all necessary building permits must be obtained from the Building and Safety Division.
22. The project must comply with the building codes in effect at this time, which include the "2010" California Building, Plumbing, Mechanical, and Electrical codes as amended by Chapter 15.04 of the Municipal Code.
23. The project is located within a designated A Very High Fire Hazard Severity Zone. The requirements of Chapter 15.04.900 of the Calabasas Municipal Code that references the 2010 California Fire Code as well as the 2010 Consolidated Fire Protection District Code of Los Angeles County, must be incorporated into all plans.

Oak Trees / City Arborist:

24. The applicant is permitted to encroach within the protected zone of oak tree nos. 8-14; 19; 20-24; 31; 48; and 51 as identified in the Oak Tree Report dated March 12, 2012 and prepared by L. Newman Design Group, Inc. on file with the Planning Division.
25. The applicant is permitted to remove oak tree nos. 15; 18; 29; 30; 52 & 53 for the purposes of grading, construction of retaining walls and driveway. The applicant is also allowed to remove approximately 23,000 square-feet of scrub oak habitat located on Lot 1 for the purposes of providing a building pad as identified in the Oak Tree Report dated March 12, 2012 and prepared by L. Newman Design Group, Inc. on file with the Planning Division.
26. One inch of oak tree diameter shall be planted on-site for each inch of tree removed, (Trees Nos. 15; 18; 29; 30; 52; and 53), and land area of scrub oak habitat removed. The final totals will be verified upon the commencement of construction by the applicant's Oak Tree Consultant and submitted to the Community Development Director for approval.
27. All work performed within the Oak Tree's aerial/root protected zones shall be regularly observed by the applicant's oak tree consultant.
28. The oak tree protective zone fencing (approved fencing materials are in the Oak Tree Guidelines - 5 ft. minimum height) should be installed at the limit of approved work to protect the Oak Trees and surrounding trees from any damage and remain in place until completion of construction. Should any work be required within the limit of work and the temporary fence must be opened, the applicant's oak tree consultant must direct all work at any time the fence is open.
29. The area within the protective zone shall not be used at any time for material or equipment storage and parking.

30. The applicant should adhere to the specific recommendations contained within the Oak Tree Report dated March 14, 2012 and all provisions of the Oak Tree Ordinance and policies of the City of Calabasas.
31. Any approved pruning shall be done by a qualified tree trimmer, and observed by the Oak Tree Preservation Consultant.
32. In order to protect the root system from unnecessary damage by excavation equipment, all vertical trenches and fence posts shall be hand dug at the final location to final grade and abridged over. If any roots are encountered, the footings or posts shall be moved or the roots cleanly cut and sealed with tree/root seal, as approved by the Oak Tree Preservation Consultant.
33. All footings for wall construction shall be designed to provide minimal impact to the tree, and backfilled with topsoil.
34. No chemicals or herbicides shall be applied to the soil surface within 100 feet of an oak tree's aerial/root zone (i.e., root protection zone).
35. Copies of the following shall be maintained on the site during any work to or around the oaks: oak tree report; oak tree permit, including conditions of approval; City Oak Tree Preservation Guidelines; Oak Tree Ordinance No. 2001-166; and approved oak tree plan, landscape plan and site plan.
36. All of the Oak trees on the property shall be dead-wooded.
37. Any work required beyond the scope of the approved oak tree permit shall be reviewed by the City Arborist and written approval shall be provided by the City prior to proceeding with out-of-scope work.
38. Within ten (10) days of the completion of work, the applicant's Oak Tree Consultant shall submit written certification to the Planning Division. The certification shall describe all work performed and shall certify that such work was performed in accordance with the permit conditions. If any work was performed in a manner not in conformance with these conditions of approval then the applicant's Oak Tree Consultant shall identify the instance or instances of deviation to any of these conditions.

Public Works Department

Environmental Division:

39. This is a Planning Priority Project as defined in the City of Calabasas' national pollutant Discharge elimination System (NPDES) permit. As such, the construction drawings must incorporate the following five requirements into the project design prior to the issuance of the grading permit:

- a) Conserve natural areas;
- b) Protect slopes and channels;
- c) Provide storm drain system stenciling and signage;
- d) Divert roof runoff to vegetated areas before discharge unless the diversion would result in slope instability; and
- e) Direct surface flow to vegetated areas before discharge unless the diversion would result in slope instability.

40. The owner/owner's agent shall ensure the following minimum requirements are effectively implemented at the construction sites:

- a) Sediments generated on the project site shall be retained using adequate Treatment Control or Structural BMPs;
- b) Construction-related materials, wastes, spills, or residues shall be retained at the project site to avoid discharge to streets, drainage facilities, receiving waters, or adjacent properties by wind or runoff;
- c) Non-storm water runoff from equipment and vehicle washing and any other activity shall be contained at the project site; and
- d) Erosion from slopes and channels shall be controlled by implementing an effective combination of BMPs, such as the limiting of grading scheduled during the wet season; inspecting graded areas during rain events; planting and maintenance of vegetation on slopes; and covering erosion susceptible slopes.

41. Landscape areas should utilize a concave design to capture irrigation runoff and first $\frac{3}{4}$ inch of a two-year storm event for the landscape area only; additional capacity should be included if runoff from the roof and all hardscape areas is directed to landscaped areas.

42. This project (when considered alongside the adjoining property) will disturb one acre or greater of land and therefore must obtain coverage under a statewide General Construction Activities Stormwater Permit (General Permit). Prior to issuance of a grading permit, the applicant must submit to the City:

- a) Proof of PRD filing confirmation with the State Water Resources Control Board under the new General Permit (Order No. 2009-0009-DWQ Permit);
- b) A statement of owner's certification that a State Stormwater Pollution Prevention Plan (SWPPP) has been prepared; and

- c) A copy of the SWPPP prepared for the project complying with all applicable requirements of the Order No. 2009-0009-DWQ.
43. Direct runoff from the driveway toward permeable areas and construct portions of the driveway from porous materials.
44. The applicant and contractors shall implement all reasonable efforts to reuse and recycle 75% of construction and demolition debris, to use environmentally friendly materials, and to provide energy efficient buildings, equipment, and systems.
45. Per the Calabasas Municipal Code Chapter 8.16, "no person shall collect and/or dispose of municipal solid waste or recyclable materials in the city without having first been issued a solid waste collection permit. Such permit shall be in addition to any business license or permit otherwise required by the City of Calabasas." **Crown Disposal Co, Inc.** is the only service provider permitted to operate in Calabasas. Please contact (818-767-0675) for any roll-off or temporary container services. An Encroachment Permit is required prior to placing a refuse bin/container on the street.
46. Grading shall be prohibited from **October 1st** through **April 15th**, unless the City Engineer determines that soil conditions at the site are suitable, and adequate and effective erosion and sediment control measures will be in place during all grading operations.
47. Individuals responsible for SWPPP preparation, implementation, and permit compliance shall be appropriately trained. This includes those personnel responsible for developing the SWPPP called Qualified SWPPP Developer (SQD) and those personnel responsible for installation, inspection, maintenance, and repair of BMPs called the Qualified SWPPP Practitioner (QSP). They shall provide a certificate of appropriate trainings. Training sessions are offered by government agencies or professional organizations.
48. During the term of the City permit, the contractor, their employees, and subcontractors shall implement appropriate Best Management Practices (BMPs) to prevent pollution to local waterways. Sediments, construction debris, paint, trash, concrete truck wash water and other chemical waste from construction sites left on the ground and streets unprotected, or washed into storm drains, causes pollution in local waterways via the storm drain system is against City Ordinance and State law. The BMPs implemented shall be consistent with City of Calabasas Municipal Code Chapter 8.28. Failure to implement appropriate BMPs shall result in project delays through City issued "Stop Work Notices" and/or fines levied against the owner/developer/contractor.

Engineering Division:

Street Improvements

49. The applicant shall install a mailbox and posts per Postal Services requirements and standards. Secure approval of location from the U.S. Postal service prior to installation.
50. Prior to any work being performed within the City right-of-way, the applicant shall obtain an encroachment permit from the Public Works Department.
51. Prior to the issuance of a Grading permit, the applicant shall provide a horizontal and vertical alignment for the project's access driveway shall satisfy requirements of the County of Los Angeles Fire department and the City Engineer.
52. All pavement structural sections shall be designed by the project Geotechnical Engineer/Consultant and Engineering Geologist and submitted in conjunction with the final soils report for review and approval by the Public Works Department.
53. The applicant shall repair any broken or damaged curb, gutter, or pavement on Mulholland highway along the project frontage to the satisfaction of the City Engineer.
54. The applicant shall provide and install street lighting and street name signs prior to certificate of occupancy.
55. The applicant shall have Street Improvement Plans for the construction of the private driveways prepared by a Registered Civil Engineer licensed to practice in the State of California. The plans shall be prepared in plan and profile format on City of Calabasas standard street improvement sheets and shall be included in the overall Improvement Plan set along with the Precise Grading and Drainage Plans and required utility plans. The street improvement plans shall provide details of street construction, horizontal and vertical curves, cross sections, and transition details for the intersection of the private roads and Mulholland Highway. The plans shall provide suitable details to evaluate line of sight at individual driveway connections and at the intersection with Mulholland Highway. The horizontal and vertical alignment for the project's access driveways shall satisfy requirements of the County of Los Angeles Fire Department and the City Engineer.
56. The applicant shall construct private driveways in accordance with the approved Street Improvement Plans. These improvements shall be completed to the satisfaction of the County of Los Angeles Fire Department and the City Engineer prior to the issuance of a Building Permit.

57. The driveway improvements on Mulholland Highway shall be in full compliance with the City's driveway and site access policy as set forth in the City Municipal Code, and also in a manner that will allow full conformance with American's with Disabilities Act.
58. The applicant shall be responsible for maintenance and repairs of all proposed public street improvements until final acceptance by the City Council.
59. The applicant shall repair any broken or damaged pavement on Mulholland Highway along the project frontage to the satisfaction of the City Engineer.

Grading, Drainage, and Geotechnical Conditions

60. The applicant shall submit a precise grading plan prepared by a Registered Civil Engineer for approval by the Public Works Department. The plans shall be prepared on Public Works standard sheets and shall address the specific grading, drainage, and geotechnical design parameters for design of the proposed residential construction. The plans should include, but not be limited to: specific elevation grades, keyways, subdrains, limits of removals, retaining walls callouts every 25 to 50 feet, and other information necessary to establish in detail the horizontal and vertical geometric design. The plans shall reference the approved geotechnical report, and reflect cut, fill, compaction and over-excavation requirements contained therein. The plans shall reflect all proposed drainage facilities, including storm drains, area drains, catch basins/inlets, swales, and other drainage devices necessary for the interception, conveyance and disposal of on-site and offsite drainage consistent with the project drainage report. The plan shall include designs for wet utility services including sanitary sewers and water lines.
61. The applicant shall submit a single geotechnical report, prepared by a Geotechnical Engineer/Engineering Geologist, for each lot or combined report for the three lots, compiling all available data, summarizing all findings, conclusions and recommendations. The geotechnical report must specifically address the proposed improvements including engineering calculations for all graded slopes, foundations, retaining walls, temporary excavations and other aspects as required by the proposed development. The report shall present detailed geotechnical recommendations for design and construction of the proposed project and improvements. The reports should be in accordance with the County of Los Angeles standards and the City of Calabasas Public Works Department.
62. All slopes shall be 2:1 (horizontal to vertical) or less, and in accordance with the approved geotechnical studies.
63. The applicant agrees to address and mitigate any and all geotechnical design engineering and construction issues not contained within these conditions, but

associated with the proposed development that may arise during final design and/or construction.

64. The applicant shall eliminate or remediate all geologic hazards associated with this proposed development to the satisfaction of the City Engineer.
65. All retaining and privacy walls shall be in conformance with the City's wall requirements pursuant to CMC Section 17.20.100, and require Planning Division approval. The wall details and callouts including top of footings shall be included with the Grading Plans. Any walls to be built during rough grading shall be so noted on the plans and must have the approval of the City Engineer.
66. Prior to issuance of a Grading Permit, the applicant shall submit a surety grading improvement bond with the valuation to be determined by the City staff upon submittal of the engineering cost estimate for grading and installation of the drainage device(s).
67. Prior to issuance of a Grading Permit, the applicant shall submit official stamped and signed copies of the acknowledgement concerning the employment of a registered civil engineer and technical consultants (Public Works Form K).
68. Prior to commencement of work under a grading permit, the contractor shall conduct a preconstruction meeting with the City. The contractor shall be responsible for setting the meeting time, date and location and notifying City staff at least one week in advance of the meeting.
69. All excavation, grading, site utility installation (private water, sewer and storm drain), pavement construction and related site work shall be observed and approved by the Public Works Department, pursuant to construction permits issued for approved grading and improvement plans. Changed conditions that affect the Grading and Drainage Plans shall be submitted to the Public Works department in the form of a Change Order (Public Works Forms U and U-1), which shall be approved by the City Engineer prior to commencement of any grading activities that do not conform to the approved Grading and Drainage Plans. If the field conditions deviate from the approved plans without obtaining prior approval of a change order, the City Engineer may issue a Stop Work Notice.
70. Any variations from the approved grading plan must be submitted to the Public Works Department in the form of a Change Order. The engineer of record must submit a complete change order package to Public Works, including a completed Change Order Checklist (Public Works Form U) and Change Order Request (Public Works Form U-1). The change order will be reviewed and approved by the Community Development Department (Planning Division) and the Public Works Department (Land Development Division). The City Planner shall make the determination if the changes require a review by the Planning Commission.

71. Grading operations involving the hauling of dirt shall be controlled and reasonable efforts to avoid the spillage of dirt onto Public Streets shall be enforced. The grading contractor shall maintain on site at all times a means of preventing blowing dust within the project site and onto adjacent sites. A haul route permit needs to be obtained from the City of Calabasas Public Works Department prior to beginning of hauling operations.
72. All grading and excavation shall be observed and documented by the project Geotechnical Engineer, who shall verify that the excavation, grading, subdrainage, backfill, compaction, and related operations are executed by the site construction personnel in conformance with the provisions of the approved Geotechnical Report and Grading and Drainage Plans. Any deficiencies noted shall be brought to the attention of the grading contractor and the City Engineer. Such observations, verifications, related tests, and other pertinent documentation shall be submitted to the City Engineer.
73. Rough Grade Report. At the completion of rough grading, the project Geotechnical Engineer shall submit a comprehensive rough grade report summarizing the required observations, verifications, related tests, and other pertinent documentation to the City Engineer for review and approval.

Rough Grade and Building Pad Certifications. Upon completion of rough grading, the applicant shall submit Rough Grade (Public Works Form O) and Building Pad Certifications (Public Works Form Q) on the City's forms. The certifications shall be signed by the project Geotechnical Engineer and project Civil Engineer, as well as the Grading Contractor. The certifications shall not be issued unless the conservation easements required by condition No. 17 have been accepted and recorded. The certification shall be accompanied by as-built survey where deemed necessary by the City Engineer to verify compliance with the limits and elevations required by the approved grading and drainage plans. The Rough Grade and Building Pad Certifications shall be reviewed in conjunction with the Rough Grade Report by the City Engineer.

74. Approval of Rough Grading. The project Rough Grade Report and Rough Grade and Building Pad Certifications shall be reviewed and approved by the City Engineer. Evidence of such approval shall be provided to the Community Development Department, Building and Safety Division, prior to the issuance of a Building Permit. **No Building Permit shall be issued for the project without these approvals.**
75. Prior to Issuance of a Certificate of Occupancy, the project Civil Engineer of record shall provide As-Built or Record Drawings, prepared on mylar, reflecting the as-built field conditions, including any changes to the approved plan, to the satisfaction of the City Engineer. As-built plans shall be furnished prior to initiation of final inspection by the Public Works Department.

76. Final Grade Certification. Prior to the issuance of a Certificate of Occupancy (C of O), the applicant shall submit a Final Grade Certification (Public Works Form P). The Final Grade Certification shall be reviewed and approved by the City Engineer prior to the issuance of a C of O for the project.

HYDROLOGY AND DRAINAGE

77. The applicant shall have a final drainage study prepared by a Registered Civil Engineer licensed to practice in the State of California. The drainage study shall be prepared in City standard report format and include sections addressing on-site and off-site drainage areas, existing and developed conditions hydrology, the design hydraulics for the on-site drainage system, including sizing of inlets, conduits, v-ditches, down drains and other structures, and associated calculations and conclusions. The drainage study shall demonstrate project compliance with the current Los Angeles County Public Work Department's Hydrology Manual and Hydraulic Design Manual; however the minimum design flow for sizing onsite drainage devices shall be 25 year recurrence (Q25). The drainage study shall also document that all building finish floor elevations will remain at least one foot above the 100-year storm recurrence interval (Q100) water surface elevation, identifying overflow pathways. The drainage study shall be submitted to the Public Works Department and approved by the City Engineer prior the issuance of a grading permit.

78. All drainage devices, pipes, and structures shall be the sole responsibility of the Applicant to construct and applicant shall maintain those devices, pipes and structures that are providing drainage to their property. Adequate access shall be established and easements will be provided to the City for emergency access and repairs. A maintenance covenant shall be recorded against the property to ensure that all drainage devices, pipes and structures are properly maintained. Provisions will be provided and approved by the City of Calabasas Public Works Department that ensure that proper maintenance is provided, and provisions to reimburse the City for any remedial work that will, at the City's sole discretion, require the City to maintain the before-mentioned devices and structures should they not be properly maintained. Said maintenance covenant shall be recorded prior to issuance of certificate of occupancy.

79. Any portion of the onsite drainage system to be located in the public right of way shall require an encroachment permit for installation and connection to the City's road culvert(s). The applicant shall prepare storm drain pipeline access and maintenance easement(s) for the City to grant to the affected property owners for maintenance of the onsite drainage system in entirety. Storm drain easement(s) shall be recorded prior to issuance of certificate of occupancy.

80. The applicant shall provide the necessary on-site detention and first flush treatment (Qpm) in accordance with the County of Los Angeles NPDES, SUSMP

and USMP requirements. Calculations shall be submitted with the Hydrology Study. All covenants shall be recorded prior to a Grading Permit issuance.

81. The applicant shall provide for the proper distribution of surface and subsurface drainage. Historic drainage patterns shall be maintained. Any drainage that is concentrated shall be properly dispersed in accordance with the hydrology/drainage study required herein.
82. The applicant shall provide for contributory drainage from adjoining properties and return drainage to its natural conditions or secure off-site drainage acceptance letters from affected property owners. The Applicant shall design the final improvements such that no increase in runoff from the developed site shall occur.
83. Prior to issuance of grading permit, the applicant shall prepare a deed, legal description and plat with notarized signatures for a grant of easement from the affected property owner(s) for stormwater drainage, detention, access and maintenance for the proposed offsite construction. Said easement will specifically authorize construction, maintenance and repairs to said improvements in perpetuity. Easement documents shall be prepared to the satisfaction of the City Engineer. Said easement shall be recorded prior to issuance of occupancy.
84. All drainage shall be sloped 5% away from all parts of the structures, in conformance with the California Building Code, and conveyed through an on-site storm drain system to an approved point of disposal.
85. All grading and drainage shall be observed and approved by the Public Works Department. All fees associated with the review and approval shall be bore by the applicant.

UTILITIES

86. The project shall connect to an existing sewer. The applicant shall construct a 6-inch minimum sewer lateral to connect the proposed project to the existing available sewer main.
87. Sewer connection fees shall be paid to the Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees to Public Works prior to issuance of a Building Permit.
88. The applicant shall have a Sewer Area Study prepared by a Registered Civil Engineer licensed to practice in the State of California. The sewer study shall demonstrate to the satisfaction of the City Engineer that there is available capacity for the projects sewer flows to be added to the downstream sewer collection system.

89. The project shall connect to an existing water main. The applicant shall construct a water service lateral to connect the proposed project to the existing available water main.
90. Water service connection, associated meter fees and any other miscellaneous fees/assessments shall be paid to Las Virgenes Municipal Water District (LVMWD). The applicant shall submit proof of payment of such fees (ie: LVMWD's Financial Arrangement Letter) to Public Works prior to the issuance of a Building Permit.

PUBLIC WORKS SPECIAL CONDITIONS

91. Construction activity and traffic control shall be staged such that vehicular access to adjacent properties is maintained at all times.

Traffic Division:

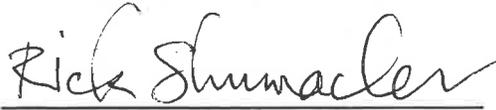
92. The applicant shall pay the Citywide Traffic Mitigation fees of \$3,690.00 (3 units) based on the rate of \$1,230 per residential unit.
93. The project shall adhere to the City's driveway policies in Section 17.28.080 of the CMC.

Los Angeles County Fire Department

94. The applicant or property owner shall obtain all applicable permits and approvals from the Los Angeles County Fire Department. The applicant and/or property owner shall comply with all Fire Department conditions of approval; should any Fire Department approval require significant changes as determined by the Community Development Director, pursuant to the development code, then the project shall return to the Planning Commission for further approval.

Section 5. All documents described in Section 1 of PC Resolution No. 2013-543 are deemed incorporated by reference as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2013-543 PASSED,
APPROVED AND ADOPTED this 18th day of April, 2013.


Rick Shumacher, Chairperson

ATTEST:



Maureen Tamuri,
Community Development Director

APPROVED AS TO FORM:



Matt Summers,
City Attorney

Planning Commission Resolution No. 2013-543, was adopted by the Planning Commission at a regular meeting held April 18, 2013, and that it was adopted by the following vote:

AYES: Chair Shumacher, Commissioners Sikand, Mueller, Lia & Weintraub

NOES: None

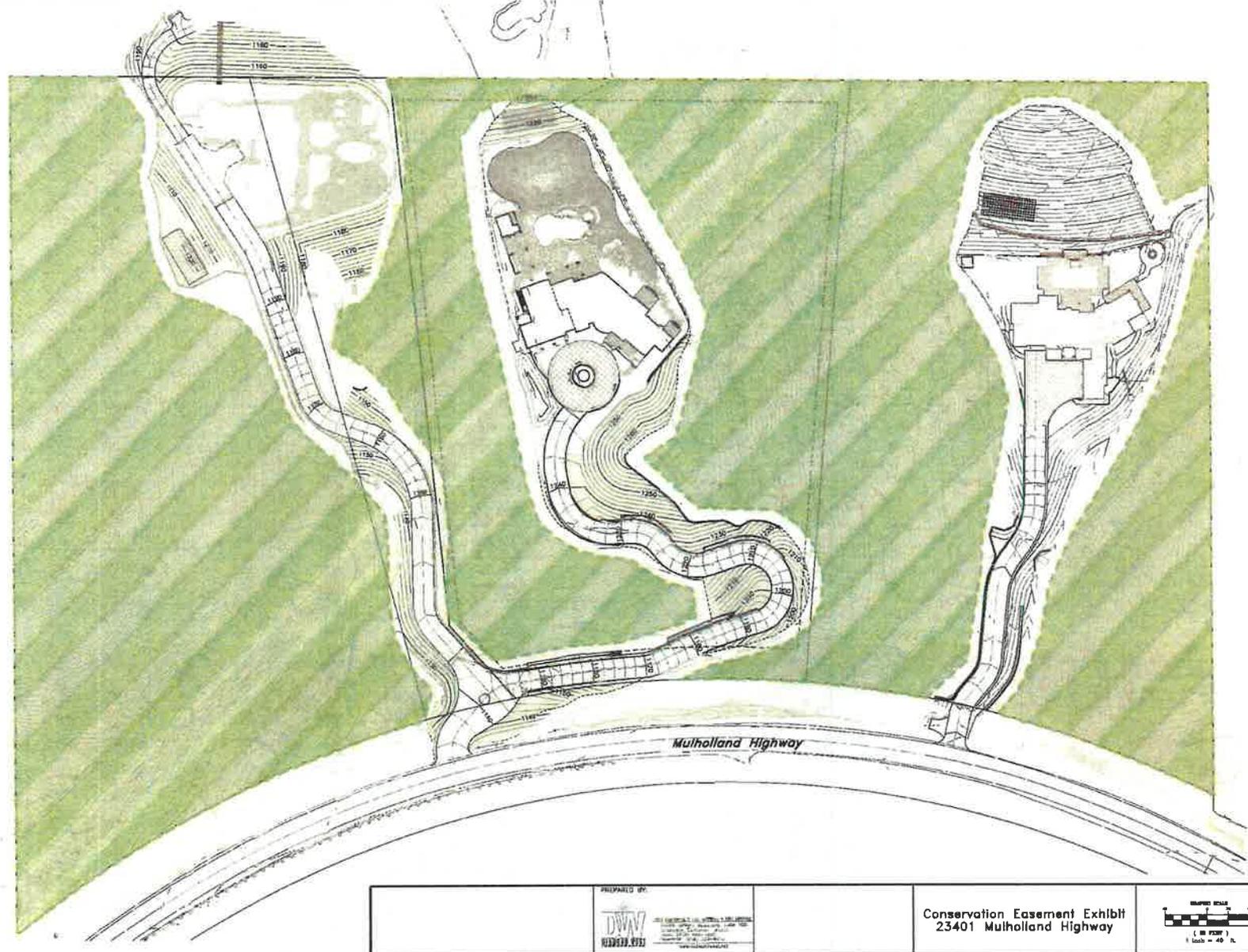
ABSENT: None

ABSTAINED None

“The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought.”

Attachment A: Conservation Easement Maps

ATTACHMENT A



LEGEND

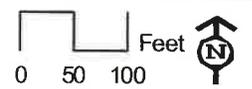
 Conservation Easement Area

<p>PREPARED BY:  DWN 1234567890</p>	<p>Conservation Easement Exhibit 23401 Mulholland Highway</p>	<p>GRAPHIC SCALE  1 inch = 40 feet</p>	<p></p>	<p>DATE: 12/15/10 DRAWN BY: JPT SCALE: 1" = 40' SHEET: 1 of 1</p>
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Agenda Item 11
SMMC
3/18/13

- Subject Properties
- Subject potential easement





CITY of CALABASAS

RECEIVED

APR 26 2013

CITY OF CALABASAS

Community Development Department
Planning Division
100 Civic Center Drive
Calabasas, CA 91302
(818) 224-1600
Fax: (818) 225-7329

www.cityofcalabasas.com

ITEM 7

ATTACHMENT D

Appeal Application

GENERAL INFORMATION (print or type)

Appellant: Cold Creek Community Council
 Address: P.O. Box 8066
 City: Calabasas State: CA Zip Code: 91367
 Phone: 818-225-9025 Fax: 818-225-9055
 Cell / Other Phone: _____ E-mail: _____

Appellant's Representative: CYNTHIA Maxwell
 Address: 24875 Mulholland Hwy
 City: Calabasas State: CA Zip Code: 91302
 Phone: 818-225-9025 Fax: 818-225-9055
 Cell / Other Phone: _____ E-mail: CYNTHIA@CHARTER.NET

SUBJECT OF APPEAL (Please check approval body who made decision being appealed)

This appeal is hereby filed pursuant to Chapter 17.74 of the Calabasas Municipal Code, appealing the action of the following reviewing authority:

Administrative/Staff (includes Director's Hearings) Tree Board Planning Commission

Date of Decision: APRIL 18, 2013 Project File No.: 1100011621, BSVR.COM, LCC

ACTION / DECISION

Identify the specific action or decision which is being appealed:

— Approval of the 3-lot housing project at 23401 Mulholland Highway, Calabasas,
 — by the Planning Commission without an Environmental Impact Report, ~~with~~ ^{which} is
 — required by state law. _____

TO BE COMPLETED BY PLANNING DIVISION STAFF

Application Processing _____
 File No(s): _____
 Submittal Date: _____
 Staff Initials: _____
 Fees: _____
 Receipt No: _____

APPEAL STATEMENT

Calabasas Municipal Code Section 17.74.30 requires that appeals “. . . shall specifically state the pertinent facts of the case and the basis for the appeal.”

The hearing body that is to hear the appeal request is limited to taking testimony and making their decision based solely on those issues raised at the public hearing, or in writing prior to the hearing, or information that was not known at the time the decision was being appealed

The specific grounds for the appeal and the relief requested by the appellant is as follows:
(be specific, attach additional sheets if necessary)

_____ The project is located within the Mulholland Scenic Corridor and is in the _____
_____ watershed of Dry Canyon Creek. It contains ephemeral streams, which, under _____
_____ CEQA, means the project requires input from the California Department of Fish _____
_____ and Wildlife—especially since the project will fill two stream courses. It is _____
_____ situated within the habitat linkage between the Wild Walnut Park-Dry _____
_____ Canyon Creek Park. _____

_____ The project will result in unavoidable significant adverse ecological impacts from _____
_____ direct loss of high-quality habitat that connects to the core Santa Monica _____
_____ Mountains ecosystem. It would also result in unavoidable and very significant _____
_____ adverse impacts from fire department-required fuel modification and driveway- _____
_____ related impacts within the Scenic Corridor. Almost all of the property will be _____
_____ needed for fuel modification, which will eliminate existing vegetation necessary _____
_____ to wildlife that currently use that habitat as a corridor. The Mitigated Negative _____
_____ Declaration (MND) used to approve this project does not account for the direct _____
_____ loss of this habitat. _____

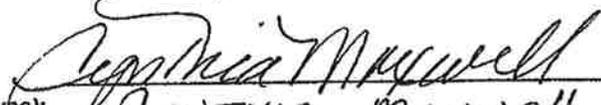
_____ Contrary to reason, the MND doesn't say where the .42 acres of scrub will be _____
_____ restored since fuel modification requirements will preclude this restoration. _____

_____ No analysis has been done on the visual impacts that this project will have been _____
_____ done. _____

_____ The project demands an Environmental Impact Report to consider less damaging _____
_____ alternatives. Without an EIR, there is no public policy justification to grant such _____
_____ discretionary actions as lot line adjustment and variances for building height. _____

APPELLANT CERTIFICATION

I hereby certify that the statements furnished in this application and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge and belief.

Signature:  Date: 4.25.13
Name (print or type): CYNTHIA MAXWELL Phone: 818.225.9025

Note: This application being signed under penalty of perjury and does not require notarization.



CITY of CALABASAS

Community Development Department
Planning Division
100 Civic Center Drive
Calabasas, CA 91302
(818) 224-1600
Fax: (818) 225-7329

www.cityofcalabasas.com

Minimum Application Filing Requirements Checklist

MINIMUM APPLICATION FILING REQUIREMENTS

This checklist will be used by staff to determine if an application is complete for processing purposes. If any items are not included the project will not be accepted for submittal.

Appeals:

The minimum requirements for filing an appeal application are listed below. An application that does not include the following plans and information will not be accepted for processing:

- Completed *Appeal Application* and filing fees.
- Public hearing information prepared in accordance with the *Public Notice Requirements* as follows:
 - Property Ownership List: A mailing list containing the names, addresses, and assessor's parcel number of all owners of real property within a radius of five hundred feet (500') of the site, measured from the exterior boundaries of the property. This information shall be obtained from the latest equalized assessment rolls of Los Angeles County (*property ownership information may be obtained from Los Angeles County Assessor's Office 14340 Sylvan Street, Van Nuys, Ca 91401, phone: (818) 901-3455*). Include the name and address of the property owner, applicant, and representative of the mailing list.
 - Mailing Envelopes: One set of stamped (\$0.39 postage) business-size envelopes, with the name and address of each person on the mailing list. The return address shall read: "City of Calabasas, Planning Division, 26135 Mureau Road, Calabasas, CA 91302-3172".
 - Radius Map: A map illustrating the five hundred foot (500') radius boundary and all parcels within the boundary (copies of the assessor's maps will be accepted).

Note: For a list of individuals/companies that prepare the radius map and property ownership lists, contact the City of Calabasas Planning Division.

- As an option to completing the public hearing information required for this application, the applicant may pay a fee to have the City of Calabasas provide the public hearing information required. The Fee for this service is as follows:

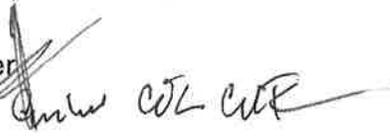
\$157.24 plus \$0.52 per each property within 500 feet.

32 Properties



CITY of CALABASAS

TO: City Council

FROM: Isidro Figueroa, Planner
Andrew Cohen-Cutler 

CC: Tony Coroaalles, City Manager
Scott H. Howard, City Attorney
Maureen Tamuri, Community Development Director
Tom Bartlett, City Planner

DATE: May 1, 2013

SUBJECT: **BSVERCOM, LLC. APPEAL**

On April 18, 2013, the Planning Commission approved File No. 110001621 which allows for the construction of three new single-family homes on three lots zoned Rural, Residential (RR) located along Mulholland Highway. The project site is directly across Mulholland Highway from Viewpoint Academy. The decision of the Planning Commission has been appealed by the Cold Creek Community Council on the grounds that the Mitigated Negative Declaration (MND) required for the project is inadequate, and that an Environmental Impact Report (EIR) is required instead. Enclosed for your review, and to help you familiarize yourselves with the project and the evidence Planning Commission considered during their decision-making process, is the following:

1. Planning Commission staff report;
2. Adopted Planning Commission Resolutions 2013-542 & 2013-543
3. CEQA document (MND); and,
4. Staff's powerpoint presentation to the Commission.

The above-listed materials, plus a number of technical reports, are also available via the City website at: <http://www.cityofcalabasas.com/projects/bsvercom-project.html>. Additionally, the entire proceedings from the April 18th Planning Commission public hearing may be viewed using the City's Granicus system via the City's website at: <http://calabasas.granicus.com/MediaPlayer.php?view id=4&clip id=4137>. The appeal hearing is scheduled for the City Council meeting of May 22nd. Approximately one week prior to the public hearing a full staff report discussing the appeal will be distributed to the Council, in accordance with standard protocol for Council agenda items.

Memorandum

**MINUTES OF A REGULAR MEETING OF THE
PLANNING COMMISSION OF THE CITY OF CALABASAS
CALIFORNIA, HELD THURSDAY, APRIL 18, 2013**

Opening Matters:

Call to Order / Roll Call of Commission Members

Chair Shumacher called the meeting to order at 7:01 p.m. in City Hall Council Chambers, 100 Civic Center Way, Calabasas, California.

Present: Chair Shumacher, Commissioners Lia, Mueller, Sikand, and Weintraub, and Alternate Commissioner Brown (arrived at 7:14 p.m.).

Absent: None.

Staff: Bartlett, Summers, Cohen-Cutler, Figueroa, and Blair.

Pledge of Allegiance

The pledge of allegiance was led by Emma Wilby.

Approval of Agenda

Commissioner Lia moved, seconded by Commissioner Sikand, to approve the Planning Commission Agenda of April 18, 2013. MOTION CARRIED 5/0.

Announcements and Introductions

There were no announcements or introductions.

Oral Communications – Public Comment:

Elizabeth Stephens stated that an oak tree had died due to construction on Clover Trail. She stated it was necessary that further care go into protecting oak trees during construction.

Consent Item(s):

1. Approval of Minutes: April 4, 2013

Commissioner Sikand moved, seconded by Commissioner Mueller, to approve the Planning Commission Minutes of April 4, 2013. MOTION CARRIED 5/0.

Public Hearing Items:

2. File No. 110001621. A request for a Site Plan Review, a Scenic Corridor Permit, a Lot Line Adjustment, a Variance and an Oak Tree Permit for the construction of 3 new single-family residences. The Lot Line Adjustment is proposed in order to relocate the property line between APN: 2069-065-001 and 2069-065-002. Additionally, pursuant to Calabasas Municipal Code Section 17.20.140(B), the proposed building pad for Lot 1 would require approval of a building height variance to allow a maximum building height of 35 feet measured from finished grade.

The proposed project includes the removal of six oak trees, removed of scrub oak habitat, and encroaching on the protected zones of numerous existing oak trees on APN Nos. 2069-065-001, 2069-065-002 and 2069-065-003. Additionally, the scope of work includes: 1) driveway grading; 2) retaining wall construction; 3) construction of entry gates; 4) construction of swimming pools and spas on each property; and 5) construction of two new pool houses. An array of solar panels is proposed to provide power to each residence. The project site is within the Rural Residential zoning district and within the Mulholland Scenic Corridor overlay, at 23401-23421 Mulholland Highway. Submitted by: BSVERCOM, LLC. Planner: Isidro Figueroa, Planner.

Alternate Commissioner Brown arrived at the meeting at 7:14 p.m.

Associate Planner Cohen-Cutler and Planner Figueroa presented the staff report.

The Commissioners asked questions of staff and project consultants.

Chair Shumacher opened the public hearing.

Dustin Woomer stated he was representing the applicant. He thanked staff for the thorough presentation. He discussed the proposed project.

Emma Wilby stated she was a resident of Calabasas. She discussed the conservation agreement and stated she would like to see the easements recorded prior to any grading permits being issued. She discussed the building pads and slopes associated with the project.

Cynthia Maxwell stated she was representing Save Open Space. She stated it was important that any existing wildlife corridors be protected. She stated a full environmental impact report (EIR) should be completed for the project.

Linda Thompson stated she was a resident of Calabasas. She stated an EIR should have been completed for the project. She stated there were many environmental issues that had not been fully addressed in a way that would satisfy everyone.

Mark Handel stated he was a resident of Calabasas and was a principal on the project. He discussed various aspects of the project. He stated the environmental document prepared for the project was equivalent to an EIR minus alternatives. He stated the Santa Monica Mountains Conservancy approved of the project.

Elizabeth Stephens stated she was the president of the Calabasas Highlands Homeowners Association. She requested that the Commission table the project. She stated she believed there was a conflict of interest involved with the project. She discussed various aspects of the project and indicated opposition to the project.

Brittany Stephens stated she was a resident of Calabasas. She discussed the oak trees on the properties and the grading proposed. She discussed the wildlife corridor. She requested the Commission table the project and require that an EIR be completed prior to hearing it.

Toby Keeler stated he lived in Old Topanga. He stated when the City was founded, the overriding issue was protection and preservation of open space. He stated approving this project would take away 17 acres of open space on a designated rural scenic corridor.

The Commissioners asked questions of the public speakers.

Deputy City Attorney Summers clarified that the draft letter discussed by the public speakers was not included in the record for this meeting and could not be considered as evidence in making a decision on this project at this time.

Chair Shumacher closed the public hearing.

The Commissioners discussed the project and asked questions of staff and consultants.

Commissioner Mueller moved, seconded by Commissioner Sikand, to approve Planning Commission Resolution No. 2013-542, adopting the Mitigated Negative Declaration as being adequate for review and consideration of File No. 110001621, a request for a Site Plan Review, a Scenic Corridor Permit, a Lot Line Adjustment, a Variance, and an Oak Tree Permit for the construction of three new single-family residences on three legal lots (2069-065-001, 2069-065-002, and 2069-065-003). MOTION CARRIED 5/0.

Commissioner Mueller moved, seconded by Commissioner Sikand, to approve Planning Commission Resolution No. 2013-543, to approve File No. 110001621, a request for a Site Plan Review, a Lot Line Adjustment, a Variance, and an Oak Tree Permit for the construction of three new single-family residences on three legal lots (2069-065-001, 2069-065-002, and 2069-065-003).

Commissioner Sikand moved, seconded by Commissioner Weintraub, to modify Condition No. 17, changing the language from "on any building permits" to "certification of building pads." MOTION CARRIED 5/0.

Planner Figueroa stated Condition No. 8 should be stricken from the resolution.

Commissioner Mueller moved, seconded by Commissioner Sikand, to modify Condition No. 96 to add language at the end of the condition that should Fire Department approval require significant changes as determined by the Community Development Director, then the project should return to the Planning Commission for approval pursuant to the Calabasas Municipal Code. MOTION CARRIED 4/1, Chair Shumacher dissenting.

Commissioner Lia moved, seconded by Commissioner Weintraub to amend Condition No. 75 to add after the second sentence, "the certification shall not be issued unless the conservation easements required by Condition No. 17 have been accepted and recorded." MOTION CARRIED 5/0.

Chair Shumacher moved, seconded by Commissioner Weintraub, to strike the word "required" and to correct the date of the Mitigated Negative Declaration to April 2013 in Condition No. 6. MOTION CARRIED 5/0.

City Planner Bartlett noted that the conditions would be renumbered accordingly with the deletion of Condition No. 8.

Alternate Commissioner Brown left the meeting at 10:02 p.m.

Planning Commission Break

At 10:02 p.m., Chair Shumacher called a recess. The meeting reconvened at 10:06 p.m., Alternate Commissioner Brown absent.

MOTION CARRIED 5/0 on the original motion for Planning Commission Resolution No. 2013-543, as amended.

Future Agenda Items and Reports:

3. Director's Report and Update on Current Projects and Future Agenda Items

City Planner Bartlett announced upcoming events, discussed a recent senior resident survey as related to the City's housing element update, and provided an update on current projects. He stated the May 2, 2013 meeting would be cancelled so the next meeting would be May 16, 2013.

Oral Communications – Public Comment (Continued):

Marilyn Stone stated she was a resident of Calabasas. She asked whether the utility poles in her area off Mulholland Highway could be undergrounded.

4. Reports from the Planning Commission

There were no reports from the Commission.

Adjournment:

Chair Shumacher adjourned the Planning Commission meeting at 10:20 p.m. to May 16, 2013 at 7:00 p.m.

Respectfully Submitted:

Liz Parker



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MAY 13, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
MARC SEFERIAN, P.E., T.E., SENIOR CIVIL ENGINEER

SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACT FOR SPECIFICATION NO. 12-13-02, TO 'TAFT ELECTRIC' AND SPECIFICATION NO. 12-13-03, TO 'TORO ENTERPRISES INC.'

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

Staff recommends that City Council award construction contract for the following traffic signal, landscape and median improvement projects:

- 1) Specification No. 12-13-02 (Park Capri/Park Granada Traffic Signal Project) to Taft Electric in the amount of \$208,429.33. Staff also recommends appropriating \$21,500.00 for performing quality control, material testing services, Southern California Edison connection and construction fees for this project. Staff is recommending appropriations for a total of \$230,000.00 to cover costs associated with this project.
- 2) Specification No. 12-13-03 (Parkway Calabasas Landscape and Median Improvements/Park Sorrento Median Circles Landscape Improvements) to TORO Enterprises, Inc. in the amount of \$417,017.00. Staff also recommends appropriating \$75,000.00 for performing quality control, material testing services and other construction engineering costs. Staff is recommending total appropriations of \$495,000.00 to cover costs associated with this project.

DISCUSSION/ANALYSIS:

Project Specification No. 12-13-02 (Park Capri/Park Granada Traffic Signal Project) and Specification No. 12-13-03 (Parkway Calabasas Landscape and Median Improvements/Park Sorrento Median Circles Landscape Improvements) includes the following:

- 1] Installation of a Traffic Signal at the Intersection of Park Capri and Park Granada;
- 2] Installation of a traffic island (to replace posts) at the intersection of Paseo Primario and Calle Largo;
- 3] Improving the Bay Laurel Elementary School Drop-Off Area by re-designing the median and landscape on Parkway Calabasas between Paseo Primario and Park Entrada; and
- 4] Park Sorrento three intersection circles and landscape improvements.

Bids for these projects were received on May 10, 2013. The award decision was based on the lowest responsible and responsive bidder.

Five sealed bids were received for project Specification No.12-13-02 (Item #1, above) and the lowest bidder was PTM General Engineering Services Inc. PTM withdrew their bid based on an error in their bid submittal package, see Exhibit A1. The second lowest and responsible bidder is Taft Electric. A copy of the bid results are shown in Attachment A. Bids were received for project Specification No.12-13-03 (Items #2 #3 and #4, above) and the lowest bidder was TORO Enterprises, Inc. A copy of the bid results are shown in Attachment B

Both Taft Electric and TORO Enterprises, Inc. are well known in the region and are regarded as a reputable construction companies. Staff has checked their references provided in their submitted bid packages and received satisfactory reports about both companies and projects they worked on.

FISCAL IMPACT/SOURCE OF FUNDING:

Account No. 40-339-6503-25 will be used to track all costs associated with the Project Specification No.12-13-02, utilizing Fund 60 in an amount of \$230,000.00 and Account No. 40-339-6503-26 will be used to track all costs associated with Project Specification No.12-13-03, utilizing Fund 21 in an amount of \$495,000.00. All requested funds should be appropriated to these accounts and adjust the budget accordingly.

REQUESTED ACTION:

Staff recommends that City Council award construction contract for the following projects:

- 1) Specification No. 12-13-02 (Park Capri/Park Granada Traffic Signal Project) to Taft Electric in the amount of \$208,429.33. Staff also recommends appropriating \$21,500.00 for performing quality control, material testing services, Southern California Edison connection and construction fees for this project. Staff is recommending appropriations for a total of \$230,000.00 to cover costs associated with this project.
- 2) Specification No. 12-13-03 (Parkway Calabasas Landscape and Median Improvements/Park Sorrento Median Circles Landscape Improvements) to TORO Enterprises, Inc. in the amount of \$417,017.00. Staff also recommends appropriating \$75,000.00 for performing quality control, material testing services and other construction engineering costs. Staff is recommending total appropriations of \$495,000.00 to cover costs associated with this project.

ATTACHMENTS:

- Exhibit A. Bid Results for Project Specification No.12-13-02
- Exhibit A1. Withdrawl Notification from PTM General Engineering Services Inc.
- Exhibit B. Bid Results for Project Specification No.12-13-03
- Exhibit C. Map of the project site for Project Specification No.12-13-02
- Exhibit D. Map of the project site for Project Specification No.12-13-03
- Exhibit E. Construction Contract with Taft Electric
- Exhibit F. Construction Contract with TORO Enterprises, Inc.

**EXHIBIT A
RECEIVED BID LIST
CIP #12-13-02**

PROJECT TITLE: Installation of New Traffic Signal at Intersection of Park Capri and Park Granada

CONTACT: Marc Seferian/Barsin Govargez

BID OPENING DATE: May 10, 2013

CONTRACTOR	AMOUNT	BID BOND/ CASHIERS	CHECK ACKNOWLEDGED ADDENDUMS
Comet Electric	\$214,864	Yes	Yes
KDC, Inc.	\$233,490	Yes	Yes
PTM Gen. Engineering	\$153,333	Yes	Yes
Taft Electric	\$208,429.33	Yes	Yes
Traffic Development	\$236,268	Yes	

COMMENTS: _____

NAME: Maricela Hernandez **TITLE:** City Clerk

DATE: May 10, 2013 **TIME:** 2:30 p.m.



General Engineering Services, Inc.

May 14, 2013

Mr. Marc Seferian, P.E. T.E.
City of Calabasas
100 Civic Center Way
Calabasas, CA 91302-3172

Subject: Error in bid submitted by PTM General Engineering Services, Inc.
Re : Project Description – Installation of New Traffic Signal @Park Capri &Park Granada Intersection
Spec No. 12-13-02
Bid Date – Friday 05/10/2013

Sir:

PTM General Engineering Services Inc. made a bidding error on the project noted above and hereby request our bid to be withdrawn.

Our error is found in the following: Bid Item No. 26 “Traffic signal, lighting and electrical system which includes, but not limited to...” Specifically, electrical material components for this line item were not included in the bid item total.

We formally request withdrawal of our bid for this project and relief from it. We apologize for any inconvenience on our part in advance and appreciate your assistance. If you have any questions please feel free to contact me directly at 951.722.5678 or by email at Elizabeth@ptm-eng.com.

Sincerely,
PTM/General Engineering Services, Inc.

Elizabeth H. Mendoza de McRae
President/CFO

cc. Public Works Director
City Clerk
City Attorney
City Manager

Physical Address: 5942 Acorn St. Riverside, CA 92504 Mailing Address: P.O. Box 7745 Riverside, CA 92513-7745
Telephone No. 951.710.1000 Fax: 951.710.1006
License No. 891265 Class A; C10

ITEM 8

**EXHIBIT B
RECEIVED BID LIST
CIP #12-13-03**

PROJECT TITLE: Drop-Off Zone Improvement at Bay Laurel & Traffic Island Improvement at Paseo Primario/Parkway Calabasas

CONTACT: Marc Seferian/Barsin Govargez

BID OPENING DATE: May 10, 2013

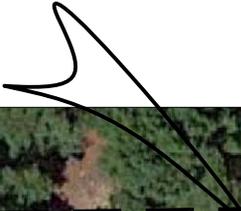
CONTRACTOR	AMOUNT	BID BOND/ CASHIERS	CHECK ACKNOWLEDGED ADDENDUMS
Berry General	\$502,490.91	Yes	Yes
Toro Engineering	\$417,017	Yes	Yes

COMMENTS: _____

NAME: Maricela Hernandez **TITLE:** City Clerk

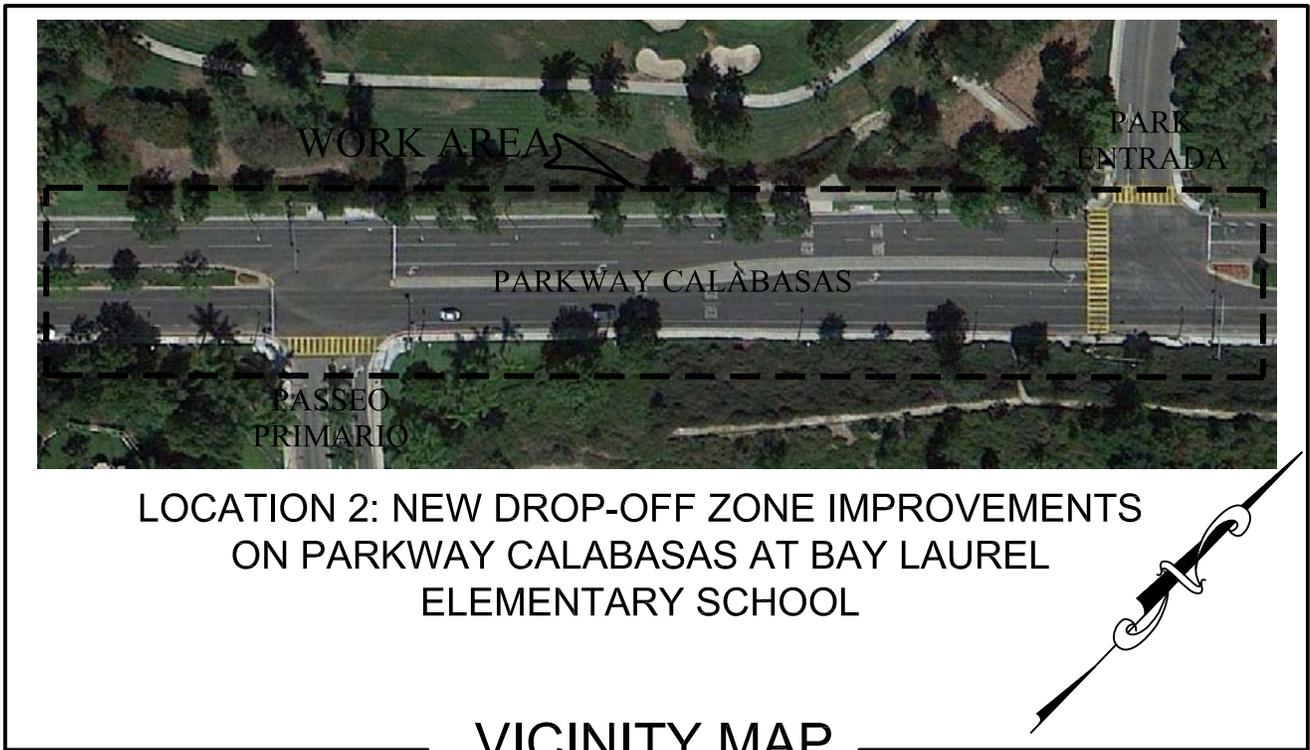
DATE: May 10, 2013 **TIME:** 2:30 p.m.

WORK AREA



N.T.S

VICINITY MAP



WORK AREA



PARK SORRENTO

PARK
OLIVIO

PARK
JACARANDA

PARK
ADELFA

VICINITY MAP

ARTICLES OF AGREEMENT

PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT SPECIFICATION NO. 12-13-02, AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA

THIS PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT, SPECIFICATION NO. 12-13-02, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 22nd day of May, 2013, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and TAFT ELECTRIC COMPANY, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The contract documents for the PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT, SPECIFICATION NO. 12-13-02, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

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

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

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

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates

for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

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

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any

construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

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

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

ARTICLE VIII: Binding Effect

AGENCY and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto and to its partners, successors, assigns, and legal

representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents. This AGREEMENT is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights or obligations of either party without the prior written consent of the other shall be void and of no force and effect.

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Placer County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Placer.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: **Marc Seferian**

CONTRACTOR: **James Marsh, President**

CITY OF CALABASAS

Taft Electric Company

100 Civic Center Way

1694 Eastman Ave.

Calabasas, CA 91302-3172

Ventura, CA 93003

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or

condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **22nd** day of **May, 2013**.

CONTRACTOR: **Taft Electric Company**

James Marsh, President
Contractor's License No. 772245

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor of the _____ Date
City of Calabasas

ATTESTED: _____
City Clerk of the _____ Date
City of Calabasas

APPROVED AS
TO FORM: _____
City Attorney of the _____ Date
City of Calabasas

(EXECUTE IN DUPLICATE)

**FAITHFUL PERFORMANCE BOND
PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT
SPECIFICATION NO. 12-13-02,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS That **Taft Electric Company**, hereinafter referred to as "CONTRACTOR" as PRINCIPAL, and a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of **TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED TWENTY NINE DOLLARS AND THIRTY THREE CENTS (\$208,429.33)**; which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: **PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT, SPECIFICATION NO. 12-13-02**, CONTRACT which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

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

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

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, **2013**.

Contractor*	James Marsh, President Taft Electric Company 1694 Eastman Ave. Ventura Ca. 93003 (805) 642-0121	SURETY*
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*Provide CONTRACTOR and SURETY name, address and telephone number and the name, title, address and telephone number for their respective authorized representatives. Power of Attorney must be attached.

Subscribed and sworn to this ___ day of _____, 20__

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Declarant's Name, Title

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

**STATEMENT REGARDING INSURANCE COVERAGE
PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT
SPECIFICATION NO. 12-13-02,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:
.....
.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

**STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS
PARK CAPRI/PARK GRANADA TRAFFIC SIGNAL PROJECT
SPECIFICATION NO. 12-13-02,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**
[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
- (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the

purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

ARTICLES OF AGREEMENT

**PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK SORRENTO
MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT
SPECIFICATION NO. 12-13-03,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

THIS PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK SORRENTO MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT SPECIFICATION NO. 12-13-03, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this **22nd** day of **May, 2013** , BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and **TORO ENTERPRISES INC.**, a **CALIFORNIA CORPORATION**, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: Contract Documents

The **PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK SORRENTO MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT SPECIFICATION NO. 12-13-03**, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: Scope of Work

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

AGENCY hereby employs CONTRACTOR to provide the materials, do the work, and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices provided herein, and hereby contracts to pay the same at the time, in the manner, and upon the conditions set forth in this AGREEMENT.

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this AGREEMENT, CONTRACTOR offers and agrees to assign to the AGENCY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (Section 16700, et seq.) of Part 2

of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to CONTRACTOR, without further acknowledgment by the parties.

ARTICLE III: Compensation

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of **FOUR HUNDRED SEVENTEEN THOUSAND SEVENTEEN DOLLARS (\$417,017.00)** unless specifically approved in advance and in writing by AGENCY.

Such compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

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

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: Labor Code

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

This AGREEMENT is further subject to prevailing wage law, including, but not limited to, the following:

A. The CONTRACTOR shall pay the prevailing wage rates for all work performed under the AGREEMENT. When any craft or classification is omitted from the general prevailing wage determinations, the CONTRACTOR shall pay the wage rate of the craft or classification most closely related to the omitted classification. The CONTRACTOR shall forfeit as a penalty to AGENCY \$200.00 or any greater penalty provided in the Labor Code for each Calendar Day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the AGREEMENT in violation of the provisions of the Labor Code whether such worker is employed in the execution of the work by CONTRACTOR or by any Subcontractor under CONTRACTOR. In addition, CONTRACTOR shall pay each worker the difference between such prevailing wage rates and the amount paid to each worker for each Calendar Day, or portion thereof, for which each worker was paid less than the prevailing wage rate.

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

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

D. This AGREEMENT is further subject to 8-hour work day and wage and hour penalty law, including, but not limited to, Labor Code Sections 1810 and 1813, as well as California nondiscrimination laws, as follows:

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

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

ARTICLE V: Work Site Conditions

A. In compliance with and pursuant to Government Code Section 4215, AGENCY shall assume the responsibility, as between the parties to this AGREEMENT, for the timely removal, relocation, or protection of existing main- or trunk-line utility facilities located on the site of any construction project that is a subject of this AGREEMENT, if such utilities are not identified by AGENCY in the plans and specifications made a part of the invitation for bids. The Contract Documents shall include provisions to compensate CONTRACTOR for the costs of locating, repairing damage not due to the failure of CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of AGENCY or the owner of a utility to provide for removal or relocation of such utility facilities.

B. To the extent that the work requires trenches in excess of five feet (5') and is estimated to cost more than \$25,000, prior to any excavation, CONTRACTOR must provide the AGENCY, or a registered civil or structural engineer employed by the AGENCY to whom authority has been delegated to accept such plans, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders.

C. This AGREEMENT is further subject to Public Contract Code Section 7104 with regard to any trenches deeper than four feet (4') involved in the proposed work as follows:

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify AGENCY, in writing, of any:

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

In the event that a dispute arises between AGENCY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the work, CONTRACTOR shall not be excused from any scheduled completion date provided in the AGREEMENT, but shall proceed with all work to be performed under the AGREEMENT.

CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

ARTICLE VI: Insurance

A. With respect to performance of work under this AGREEMENT, CONTRACTOR shall maintain, and shall require all of its subcontractors to maintain, insurance as required by Section E “Standard Specifications” of the Contract Documents.

B. This AGREEMENT is further subject to Workers’ Compensation obligations, including, but not limited to, California Labor Code Sections 1860 and 1861 as follows:

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

ARTICLE VII: Indemnification

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the “Indemnitees”) from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively “Liabilities”), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR’s Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the “Indemnitors”), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

If CONTRACTOR is a joint venture or partnership, each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of CONTRACTOR that are assumed under or arise out of this AGREEMENT. Each of such venturers or partners waives notice of the breach or non-performance of any undertaking or obligation of CONTRACTOR contained in, resulting from or assumed under this AGREEMENT, and the failure to give any such notice shall not affect or impair such venturer’s or partner’s joint and several liability hereunder.

ARTICLE VIII: Binding Effect

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

ARTICLE IX: Dispute Resolution

A. In the event of a dispute arising out of the terms of this AGREEMENT, including any action brought to declare the rights granted herein or to enforce any of the terms of this AGREEMENT, the party prevailing in such dispute shall be entitled to all reasonable costs and litigation expenses actually incurred, including fees of attorneys and expert witnesses. Any court action arising out of this AGREEMENT shall be filed in the Placer County Superior Court. Any alternative dispute resolution proceeding arising out of this AGREEMENT shall be heard in the County of Placer.

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: Independent Contractor

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

ARTICLE XI: Taxes

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

ARTICLE XII: Notices

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

AGENCY: **MARC SEFERIAN**

CONTRACTOR: **SEAN CASTILLO**

CITY OF CALABASAS

TORO ENTERPRISES, INC.

100 Civic Center Way

P.O. BOX 6285

Calabasas, CA 91302-3172

OXNARD, CA 93031

ARTICLE XIII: Entire Agreement

This AGREEMENT supersedes any and all other agreements, either oral or written, between the parties and contains all of the covenants and agreements between the parties pertaining to the work of improvements described herein. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statement or promise not contained in this AGREEMENT shall not be valid or binding. Any modification of this AGREEMENT will be effective only if signed by the party to be charged.

The benefits and obligations of this AGREEMENT shall inure to and be binding upon the representatives, agents, partners, heirs, successors and assigns of the parties hereto. This AGREEMENT shall be construed pursuant to the laws of the State of California.

ARTICLE XIV: Authority to Contract

The signatories hereto represent that they are authorized to sign on behalf of the respective parties they represent and are competent to do so, and each of the parties hereto hereby irrevocably waives any and all rights to challenge signatures on these bases.

ARTICLE XV: General Provisions

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

B. In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the

singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

D. The waiver by AGENCY or CONTRACTOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by AGENCY or CONTRACTOR unless in writing.

E. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this **22nd** day of **May, 2013**.

CONTRACTOR: **TORO ENTERPRISES, INC.**

Sean Castillo, President
Contractor's License No. 710580

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

NOTARY PUBLIC _____ (SEAL)

AGENCY: _____
Mayor of the _____ Date
City of Calabasas

ATTESTED: _____
City Clerk of the _____ Date
City of Calabasas

APPROVED AS
TO FORM: _____
City Attorney of the _____ Date
City of Calabasas

(EXECUTE IN DUPLICATE)

PAYMENT BOND

**PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK SORRENTO
MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT
SPECIFICATION NO. 12-13-03,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to **TORO ENTERPRISES, INC.**, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of **FOUR HUNDRED SEVENTEEN THOUSAND SEVENTEEN DOLLARS (\$417,017.00)** which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH that if CONTRACTOR, its heirs, executors, administrators, successors, assigns or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor withheld, and to pay over to the Employment Development Department from the wages of employees of the CONTRACTOR and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the plaintiffs and AGENCY in an amount to be fixed by the court.

This bond shall inure to the benefit to any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this _____ day of _____, 20__.

Contractor* Sean Castillio, President
TORO ENTERPRISES, INC.
P.O. Box 6285
Oxnard Ca. 93031
(805) 483-4515

Surety* _____

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

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

MAINTENANCE BOND

**PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK
SORRENTO MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT
SPECIFICATION NO. 12-13-03,
AGREEMENT IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to **TORO ENTERPRISES, INC.**, as CONTRACTOR, a contract for the above-stated project.

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

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of **TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED EIGHT DOLLARS AND FIFTY CENTS (\$208,508.50)**, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

Contractor* Sean Castillo, President
TORO Enterprises, Inc.
P.O. Box 6285
Oxnard, Ca 93031
(805)483-4515

SURETY* _____

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

Subscribed and sworn to this day of....., 20__.

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

NON-COLLUSION AFFIDAVIT

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature of Declarant

Declarant's Name, Title

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: _____ TORO Enterprises, Inc .
(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

Note: See Section 7 Responsibility of the Contractor, Paragraph 7-3 of the Standard Specifications for insurance carrier rating requirements.

ENDORSEMENTS TO INSURANCE POLICY

Name of Insurance Company:

Policy Number:

Effective Date:

The following endorsements are hereby incorporated by reference into the attached Certificate of Insurance as though fully set forth thereon:

1. The naming of an additional insured as herein provided shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured, and
2. The additional insured named herein shall not be held liable for any premium or expense of any nature on this policy or any extensions thereof, and
3. The additional insured named herein shall not by reason of being so named be considered a member of any mutual insurance company for any purpose whatsoever, and
4. The provisions of the policy will not be changed, suspended, canceled or otherwise terminated as to the interest of the additional insured named herein without first giving such additional insured twenty (20) days' written notice.
5. Any other insurance held by the additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance, which is referred to by this certificate.
6. **The company provided insurance for this certificate is a company licensed to do business in the State of California with a Best's rating of A+ VIII or greater.**

It is agreed that the City of Calabasas, its officers and employees, are included as Additional Insureds under the contracts of insurance for which the Certificate of Insurance is given.

Authorized Insurance Agent

Date: _____

STATEMENT REGARDING INSURANCE COVERAGE

**PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK SORRENTO
MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT
SPECIFICATION NO. 12-13-03,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

The undersigned representative of Bidder hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Bidder be awarded the contract for the work, the undersigned further certifies that Bidder can meet all of these specification requirements for insurance including insurance coverage of his/her subcontractors.

NAME OF BIDDER:

MAILING ADDRESS:

.....

.....

AUTHORIZED SIGNATURE:

TITLE:

DATE:

STATEMENT REGARDING CONTRACTOR'S LICENSING LAWS

PARKWAY CALABASAS LANDSCAPE AND MEDIAN IMPROVEMENTS/PARK SORRENTO
MEDIAN CIRCLES LANDSCAPE IMPROVEMENTS PROJECT
SPECIFICATION NO. 12-13-03,
AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a bid to a public agency to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
- (1)The person is particularly exempted from this chapter.
 - (2)The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.
- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.
- In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.
- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his/her individual licenser.
- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, as contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.**

Contractors License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: MAY 9, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: [Signature] ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR
[Signature] STEVE BALL, LANDSCAPE DISTRICTS MAINTENANCE MANAGER

SUBJECT: PUBLIC MEETING REGARDING LANDSCAPE MAINTENANCE DISTRICT NO.22 AND LANDSCAPE LIGHTING ACT DISTRICT NOS. 22, 24, 27 & 32 ASSESSMENT PROCEEDINGS.

MEETING DATE: MAY 22, 2013

SUMMARY RECOMMENDATION:

That the City Council receives public comment regarding the proposed increase in the assessment amounts for one of the Zones (HOA areas) in Landscape Lighting Act District No. 22 (LLAD 22) and with respect to the Districts annual proceedings. There is no recommended action at this time.

BACKGROUND:

The Landscape and Lighting Act of 1972 regulates the annual reformation of special assessments districts. The City of Calabasas administers five landscape assessment districts as follows;

- Landscape Maintenance District No. 22 (ad valorem): Calabasas Park Area (LMD 22)
- Landscape Lighting Act District No. 22: Calabasas Park Area (LLAD 22)
- Landscape Lighting Act District No. 24: Malibu Lost Hills (LMD 24)
- Landscape Lighting Act District No. 27: Las Virgenes (LMD 27)
- Landscape Lighting Act District No. 32: Lost Hills Commercial (LMD 32)

DISCUSSION/ANALYSIS:

On April 24, 2013, the City Council approved resolutions initiating annual proceedings in connection with these districts and declaring councils intention to impose assessments for Fiscal Year 2013-2014. The engineer's preliminary report approved by council called for an increase in the assessment amounts for one of the Zones (HOA areas) in LLAD 22; Calabasas Park Estates. Consequently, staff is conducting a mail ballot proceeding pursuant to Proposition 218 in that zone in order to seek property owner approval of the proposed increase. The public hearing with respect to the increase and with respect to the annual proceedings will be held on June 12, 2013. Property owners have an opportunity to return their ballots until the end of the public input portion of the June 12, 2013 public hearing.

FISCAL IMPACT/SOURCE OF FUNDING:

The Landscape Maintenance District program is funded through dedicated ad valorem funds. The Landscape Lighting Act District Program is funded through dedicated special assessments funds.



Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 4/17/2013 to 4/24/2013

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
83832	4/17/2013	HYLAND SOFTWARE, INC.	SIRE APPLICATION	3,053.20	Administrative Services
83882	4/22/2013	US BANK	VISA- THOUSAND OAKS CATERING	1,019.61	Administrative Services
83882	4/22/2013	US BANK	VISA- CORNER BAKERY	562.91	Administrative Services
83886	4/24/2013	ACORN NEWSPAPER	EMPLOYMENT AD- EXEC ASST	232.00	Administrative Services
83934	4/24/2013	SORIA/RAY//	REIMBURSE EDUC EXPS- SPRING 13	138.00	Administrative Services
83840	4/17/2013	KURTZ D.O./ALLAN//	PRE-EMPLOYMENT PHYSICALS	45.00	Administrative Services
Total Amount for 6 Line Item(s) from Administrative Services				\$5,050.72	
City Attorney					
83815	4/17/2013	COLANTUONO, LEVIN PC	GENERAL SERVICES	10,090.28	City Attorney
83815	4/17/2013	COLANTUONO, LEVIN PC	CROWN CASTLE INC	8,176.60	City Attorney
83815	4/17/2013	COLANTUONO, LEVIN PC	COUNTRY INN TOT	475.00	City Attorney
83815	4/17/2013	COLANTUONO, LEVIN PC	LABOR & EMPLOYMENT MATTERS	219.50	City Attorney
83815	4/17/2013	COLANTUONO, LEVIN PC	ASSESSMENTS & PROP 218	25.00	City Attorney
Total Amount for 5 Line Item(s) from City Attorney				\$18,986.38	
City Council					
83882	4/22/2013	US BANK	VISA- CCCA	450.00	City Council
83882	4/22/2013	US BANK	VISA- ANARBAGH RESTAURANT	366.20	City Council
83882	4/22/2013	US BANK	VISA- ROSTI TUSCAN	319.89	City Council
83882	4/22/2013	US BANK	VISA- SPERLING LANDSCAPE	317.19	City Council
83882	4/22/2013	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
83882	4/22/2013	US BANK	VISA- FLORENTYNA'S	124.42	City Council
83818	4/17/2013	CR PRINT	LETTERHEAD	112.27	City Council
83903	4/24/2013	CR PRINT	LETTERHEAD	112.27	City Council
83903	4/24/2013	CR PRINT	BUSINESS CARDS	109.55	City Council
83903	4/24/2013	CR PRINT	BUSINESS CARDS	109.55	City Council
83902	4/24/2013	CONEJO AWARDS	TILE PLAQUES	103.20	City Council
83882	4/22/2013	US BANK	VISA- GREEN ENVELOPE	99.99	City Council
83809	4/17/2013	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	40.00	City Council
83809	4/17/2013	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	40.00	City Council
83897	4/24/2013	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	40.00	City Council
83877	4/17/2013	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council
83882	4/22/2013	US BANK	VISA- LCC	35.00	City Council



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Reporting Period: 4/17/2013 to 4/24/2013

Date: 4/29/2013

Time: 1:17:36PM

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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83816	4/17/2013	CONEJO AWARDS	NAME BADGES	27.95	City Council
83816	4/17/2013	CONEJO AWARDS	NAME BADGES	27.95	City Council
83897	4/24/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
83897	4/24/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
Total Amount for 21 Line Item(s) from City Council				\$2,697.44	
City Management					
83882	4/22/2013	US BANK	VISA- AMERICA IN BLOOM	999.00	City Management
83882	4/22/2013	US BANK	VISA- CITY CLERK ASSOC	375.00	City Management
83809	4/17/2013	CALABASAS CHAMBER OF COMMERCE	SILENT AUCTION EVENT	80.00	City Management
Total Amount for 3 Line Item(s) from City Management				\$1,454.00	
Civic Center O&M					
83878	4/17/2013	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	1,430.92	Civic Center O&M
83882	4/22/2013	US BANK	VISA- LOWES	535.85	Civic Center O&M
83936	4/24/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	468.76	Civic Center O&M
83941	4/24/2013	THE VERDIN COMPANY	TOWER CLOCK REPAIRS	450.00	Civic Center O&M
83936	4/24/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	432.71	Civic Center O&M
83828	4/17/2013	GRAFFITI CONTROL SYSTEMS	PRESSURE WASH LIBRARY	325.00	Civic Center O&M
83882	4/22/2013	US BANK	VISA- OFFICE DEPOT	90.46	Civic Center O&M
83882	4/22/2013	US BANK	VISA- HOME DEPOT	22.27	Civic Center O&M
83882	4/22/2013	US BANK	VISA- THE MAIL SHOPPE	17.00	Civic Center O&M
83882	4/22/2013	US BANK	VISA- CHEVRON	16.28	Civic Center O&M
83882	4/22/2013	US BANK	VISA- ORCHARD SUPPLY	12.07	Civic Center O&M
83882	4/22/2013	US BANK	VISA- HOME DEPOT	8.80	Civic Center O&M
83882	4/22/2013	US BANK	VISA- HOME DEPOT	8.80	Civic Center O&M
83882	4/22/2013	US BANK	VISA- HOME DEPOT	5.42	Civic Center O&M
83882	4/22/2013	US BANK	VISA- RITE AID	3.70	Civic Center O&M
Total Amount for 15 Line Item(s) from Civic Center O&M				\$3,828.04	
Community Development					
83810	4/17/2013	CALABASAS CREST LTD	R.A.P.- MAY 2013	5,460.00	Community Development
83904	4/24/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	936.98	Community Development
83882	4/22/2013	US BANK	VISA- CA PRESERVATION	830.00	Community Development

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 Reporting Period: 4/17/2013 to 4/24/2013

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83904	4/24/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	415.33	Community Development
83882	4/22/2013	US BANK	VISA- US GREEN BLDG	300.00	Community Development
83942	4/24/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	290.69	Community Development
83886	4/24/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	252.00	Community Development
83820	4/17/2013	CYBERCOPY	COPY/PRINTING SERVICE	229.77	Community Development
83808	4/17/2013	BLAIR/JESSICA//	PC MINUTE PREPARATIONS 4/4/13	224.00	Community Development
83882	4/22/2013	US BANK	VISA- CA BUILDING OFFICIALS	215.00	Community Development
83800	4/17/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
83819	4/17/2013	CROSBY/ GEORGE//	R.A.P.- MAY 2013	186.00	Community Development
83825	4/17/2013	FLEYSHMAN/ALBERT//	R.A.P.- MAY 2013	186.00	Community Development
83846	4/17/2013	MEDVETSKY/LINA//	R.A.P.- MAY 2013	186.00	Community Development
83831	4/17/2013	HENDERSON/LYN//	R.A.P.- MAY 2013	186.00	Community Development
83852	4/17/2013	NARANJO/ IVAN//	R.A.P.- MAY 2013	186.00	Community Development
83865	4/17/2013	SHAHIR/RAHIM//	R.A.P.- MAY 2013	186.00	Community Development
83866	4/17/2013	SHEAR/SUSAN M//	R.A.P.- MAY 2013	186.00	Community Development
83847	4/17/2013	MILES/AUDREY//	R.A.P.- MAY 2013	186.00	Community Development
83800	4/17/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
83800	4/17/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	162.00	Community Development
83820	4/17/2013	CYBERCOPY	COPY/PRINTING SERVICE	156.09	Community Development
83800	4/17/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	156.00	Community Development
83837	4/17/2013	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	150.00	Community Development
83837	4/17/2013	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	150.00	Community Development
83915	4/24/2013	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	100.00	Community Development
83820	4/17/2013	CYBERCOPY	COPY/PRINTING SERVICE	62.51	Community Development
83882	4/22/2013	US BANK	VISA- AMAZON.COM	7.29	Community Development
Total Amount for 28 Line Item(s) from Community Development				\$11,945.66	

Community Services

83923	4/24/2013	MONAHAN/ANN//	RECREATION INSTRUCTOR	4,910.50	Community Services
83937	4/24/2013	SPORTS N MORE	RECREATION INSTRUCTOR	2,831.50	Community Services
83888	4/24/2013	ALL AMERICAN COLOR, INC.	BASKETBALL LEAGUE PHOTOS	2,406.20	Community Services
83908	4/24/2013	DOMINE/JAMES//	RECREATION INSTRUCTOR	1,409.10	Community Services
83848	4/17/2013	MIRGHANBARI/HAMID//	RECREATION INSTRUCTOR	1,388.00	Community Services
83882	4/22/2013	US BANK	VISA- SMART & FINAL	987.80	Community Services
83843	4/17/2013	MAGICAL MUSICAL MOMENTS	RECREATION INSTRUCTOR	924.00	Community Services
83935	4/24/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	891.92	Community Services



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83882	4/22/2013	US BANK	VISA- RECYCLE DESIGN	870.29	Community Services
83853	4/17/2013	NETTO/CHRISTINE//	RECREATION INSTRUCTOR	864.00	Community Services
83883	4/24/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- CONCERT	786.92	Community Services
83899	4/24/2013	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	672.00	Community Services
83882	4/22/2013	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
83827	4/17/2013	GOVPARTNER	RESERVE PARTNER HOSTING- APR13	650.00	Community Services
83830	4/17/2013	HALO PERFORMING ARTS ACADEMY	RECREATION INSTRUCTOR	642.60	Community Services
83882	4/22/2013	US BANK	VISA- BARCO PRODUCTS	605.08	Community Services
83885	4/24/2013	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	603.74	Community Services
83905	4/24/2013	DEAN STEWART CONSTRUCTION	TRAILER REPAIR	555.00	Community Services
83813	4/17/2013	CANTRELL/LINDA//	RECREATION INSTRUCTOR	547.20	Community Services
83882	4/22/2013	US BANK	VISA- CALABASAS COUNTRY CLUB	500.00	Community Services
83882	4/22/2013	US BANK	VISA- YARD HOUSE	477.03	Community Services
83882	4/22/2013	US BANK	VISA- NORTON SIMON	450.00	Community Services
83856	4/17/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
83935	4/24/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	412.90	Community Services
83893	4/24/2013	BARRY KAY ENTERPRISES, INC.	BASKETBALL T-SHIRTS	386.24	Community Services
83932	4/24/2013	R AND R PRINTERS	BASKETBALL FLYERS	256.15	Community Services
83892	4/24/2013	AT&T	TELEPHONE SERVICE	248.35	Community Services
83882	4/22/2013	US BANK	VISA- IMPACT GRAPHICS	215.82	Community Services
83822	4/17/2013	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	192.00	Community Services
83916	4/24/2013	KAPLAN/HERB//	RECREATION INSTRUCTOR	186.30	Community Services
83914	4/24/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	176.74	Community Services
83882	4/22/2013	US BANK	VISA- HOME DEPOT	163.59	Community Services
83947	4/24/2013	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- ARTS FEST	160.00	Community Services
83882	4/22/2013	US BANK	VISA- TOO TOO TRADING	154.00	Community Services
83882	4/22/2013	US BANK	VISA- TRADER JOES	152.22	Community Services
83882	4/22/2013	US BANK	VISA- GELSONS MARKET	149.25	Community Services
83882	4/22/2013	US BANK	VISA- EXXON MOBIL	140.02	Community Services
83835	4/17/2013	INNER-I ...SECURITY IN FOCUS	APR-JUN 2013 MONITORING- DEANZ	135.00	Community Services
83882	4/22/2013	US BANK	VISA- VISTA PAINT CORP	131.19	Community Services
83882	4/22/2013	US BANK	VISA- DOREMI TRADING	129.41	Community Services
83864	4/17/2013	SECURAL SECURITY CORP	SECURITY- SPRING PICNIC	116.00	Community Services
83882	4/22/2013	US BANK	VISA- GANNA WALSKA	112.50	Community Services
83882	4/22/2013	US BANK	VISA- DO IT CENTER	110.18	Community Services
83870	4/17/2013	TAYLOR TENNIS COURTS, INC	HOCKEY RINK ICE	100.00	Community Services
83936	4/24/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	89.68	Community Services



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83857	4/17/2013	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
83857	4/17/2013	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
83882	4/22/2013	US BANK	VISA- RABI INC	70.00	Community Services
83882	4/22/2013	US BANK	VISA- 7 ELEVEN	70.00	Community Services
83892	4/24/2013	AT&T	TELEPHONE SERVICE	66.94	Community Services
83882	4/22/2013	US BANK	VISA- USA PETROLEUM	65.01	Community Services
83942	4/24/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	64.94	Community Services
83928	4/24/2013	PETTIT/KATHLEEN//	RECREATION INSTRUCTOR	62.40	Community Services
83882	4/22/2013	US BANK	VISA- LONE STAR	50.20	Community Services
83882	4/22/2013	US BANK	VISA- TARGET	49.02	Community Services
83882	4/22/2013	US BANK	VISA- STAPLES	44.38	Community Services
83892	4/24/2013	AT&T	TELEPHONE SERVICE	38.82	Community Services
83882	4/22/2013	US BANK	VISA- DOLLAR TREE	31.18	Community Services
83882	4/22/2013	US BANK	VISA- FAZIO CLEANERS	27.58	Community Services
83882	4/22/2013	US BANK	VISA- 99 CENTS STORE	26.66	Community Services
83882	4/22/2013	US BANK	VISA- KELLY 16	26.07	Community Services
83835	4/17/2013	INNER-I ...SECURITY IN FOCUS	APR-JUN 2013 MONITORING- CRKSD	22.50	Community Services
83882	4/22/2013	US BANK	VISA- AGOURA LOCK TECH	15.21	Community Services
83882	4/22/2013	US BANK	VISA- FENCE FACTORY	13.63	Community Services

Total Amount for 64 Line Item(s) from Community Services

\$29,882.96

Finance

83924	4/24/2013	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
83882	4/22/2013	US BANK	VISA- WALL STREET JOURNAL	450.61	Finance
83882	4/22/2013	US BANK	VISA- CA SOCIETY OF CPA	349.00	Finance
83931	4/24/2013	PRINTING SYSTEMS, INC.	PRINTING - A/P CHECK STOCK	346.59	Finance
83882	4/22/2013	US BANK	VISA- CA SOCIETY OF CPA	329.00	Finance
83879	4/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	76.28	Finance
83942	4/24/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	18.37	Finance
83882	4/22/2013	US BANK	VISA- AMAZON.COM	-0.72	Finance

Total Amount for 8 Line Item(s) from Finance

\$2,069.13

Klubhouse Preschool

83882	4/22/2013	US BANK	VISA- ORIENTAL TRADING	1,005.51	Klubhouse Preschool
83856	4/17/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool

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83899	4/24/2013	CIRCOTEMP INC	A/C UNIT MAINT/REPAIRS	288.00	Klubhouse Preschool
83838	4/17/2013	KATONA/JOE//	MILK/YOGURT DELIVERY	253.92	Klubhouse Preschool
83892	4/24/2013	AT&T	TELEPHONE SERVICE	156.18	Klubhouse Preschool
83882	4/22/2013	US BANK	VISA- PARTY CITY	153.56	Klubhouse Preschool
83882	4/22/2013	US BANK	VISA- CVS PHARMACY	103.57	Klubhouse Preschool
83882	4/22/2013	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	74.53	Klubhouse Preschool
83882	4/22/2013	US BANK	VISA- HOME DEPOT	71.42	Klubhouse Preschool
83882	4/22/2013	US BANK	VISA- VONS	58.26	Klubhouse Preschool
83835	4/17/2013	INNER-I ...SECURITY IN FOCUS	APR-JUN 2013 MONITORING- CRKSD	52.50	Klubhouse Preschool
83882	4/22/2013	US BANK	VISA- B & P POSTAL	40.70	Klubhouse Preschool
Total Amount for 12 Line Item(s) from Klubhouse Preschool				\$3,238.15	

Library

83826	4/17/2013	GIS INFORMATION SYSTEMS, INC	SOFTWARE MAINTENANCE	7,140.00	Library
83854	4/17/2013	OCLC, INC.	MEMBERSHIP DUES- APR 2013	608.68	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	406.89	Library
83821	4/17/2013	DEMCO, INC.	LIBRARY SUPPLIES	401.48	Library
83879	4/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	371.96	Library
83871	4/17/2013	TIME WARNER CABLE	CABLE MODEM- LIBRARY	336.80	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	324.99	Library
83834	4/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	302.07	Library
83879	4/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	172.28	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	160.52	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	146.35	Library
83882	4/22/2013	US BANK	VISA- COSTCO	110.59	Library
83882	4/22/2013	US BANK	VISA- SMART & FINAL	105.24	Library
83834	4/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	102.63	Library
83882	4/22/2013	US BANK	VISA- USPS	95.47	Library
83882	4/22/2013	US BANK	VISA- COSTCO	85.55	Library
83859	4/17/2013	RECORDED BOOKS, LLC	BOOKS ON CD	73.09	Library
83882	4/22/2013	US BANK	VISA- THE HORN BOOK	72.00	Library
83834	4/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	65.03	Library
83834	4/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	61.97	Library
83834	4/17/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	58.08	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	56.20	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	40.02	Library



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83882	4/22/2013	US BANK	VISA- RALPHS	33.18	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	30.33	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	29.30	Library
83859	4/17/2013	RECORDED BOOKS, LLC	BOOKS ON CD	28.98	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	24.29	Library
83882	4/22/2013	US BANK	VISA- RALPHS	22.05	Library
83894	4/24/2013	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	20.68	Library
83807	4/17/2013	BAKER & TAYLOR	BOOKS-LIBRARY	13.45	Library
83882	4/22/2013	US BANK	VISA- RALPHS	3.98	Library
83879	4/17/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-207.05	Library
Total Amount for 33 Line Item(s) from Library				\$11,297.08	

LMD #22

83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,772.92	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,499.83	LMD #22
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	10,459.00	LMD #22
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,426.75	LMD #22
83806	4/17/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,681.33	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,642.83	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,393.25	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,835.67	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,681.25	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,435.15	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,814.08	LMD #22
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,237.49	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,186.73	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,785.73	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,607.06	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,180.44	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,133.23	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	924.67	LMD #22
83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	720.00	LMD #22
83938	4/24/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	625.00	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.71	LMD #22



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83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	473.00	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	419.90	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	386.00	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	385.30	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	368.73	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	361.20	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	344.65	LMD #22
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	325.51	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	319.80	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	316.25	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	275.49	LMD #22
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	206.00	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	201.67	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	142.22	LMD #22
83868	4/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	138.47	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	120.40	LMD #22
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	109.20	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	90.30	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	83.53	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	66.97	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	49.67	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	27.84	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	25.59	LMD #22
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	12.79	LMD #22
Total Amount for 48 Line Item(s) from LMD #22				\$96,017.60	
<u>LMD #24</u>					
83939	4/24/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	703.94	LMD #24
Total Amount for 2 Line Item(s) from LMD #24				\$5,457.18	
<u>LMD #27</u>					
83939	4/24/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
83842	4/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	413.88	LMD #27



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83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	231.75	LMD #27
Total Amount for 3 Line Item(s) from LMD #27				\$1,734.77	
<u>LMD #32</u>					
83939	4/24/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.71	LMD #32
83802	4/17/2013	ANDERSONPENNA PARTNERS, INC.	ANNUAL LMD REFORMATION	14.25	LMD #32
Total Amount for 2 Line Item(s) from LMD #32				\$1,814.96	
<u>LMD 22 - Common Benefit Area</u>					
83811	4/17/2013	CALABASAS PARK HOMEOWNERS ASSO	ANNUAL SECURITY COSTS REIMB	60,000.00	LMD 22 - Common Benefit Area
83921	4/24/2013	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,175.42	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,308.53	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,261.67	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	663.97	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	626.74	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	395.02	LMD 22 - Common Benefit Area
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	365.02	LMD 22 - Common Benefit Area
83929	4/24/2013	PLANTAG	PLAN TAGS	77.85	LMD 22 - Common Benefit Area
Total Amount for 10 Line Item(s) from LMD 22 - Common Benefit Area				\$87,374.22	
<u>Media Operations</u>					
83877	4/17/2013	VERIZON WIRELESS	TELEPHONE SERVICE	2,097.96	Media Operations
83882	4/22/2013	US BANK	VISA- CHRISTIE DIGITAL	1,577.10	Media Operations
83882	4/22/2013	US BANK	VISA- B & H PHOTO	868.14	Media Operations
83871	4/17/2013	TIME WARNER CABLE	CABLE MODEM- CITY HALL	336.80	Media Operations
83926	4/24/2013	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	336.00	Media Operations
83882	4/22/2013	US BANK	VISA- AMAZON.COM	317.75	Media Operations
83882	4/22/2013	US BANK	VISA- FRY'S ELECTRONICS	102.42	Media Operations
83882	4/22/2013	US BANK	VISA- FRESH BROTHERS	90.31	Media Operations
83873	4/17/2013	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	86.08	Media Operations
83942	4/24/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	78.37	Media Operations
83800	4/17/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83800	4/17/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations



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83800	4/17/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83800	4/17/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
83882	4/22/2013	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
83805	4/17/2013	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
83882	4/22/2013	US BANK	VISA- AOL SERVICE	17.95	Media Operations
83882	4/22/2013	US BANK	VISA- RALPHS	17.75	Media Operations
83882	4/22/2013	US BANK	VISA- CALENDAR WIZ	14.00	Media Operations
Total Amount for 19 Line Item(s) from Media Operations				\$6,276.94	

Non-Departmental - Finance

83804	4/17/2013	ART MUSEUM COUNCIL	ART RENTAL	3,379.82	Non-Departmental - Finance
83836	4/17/2013	IRON MOUNTAIN	STORAGE SERVICES	2,282.23	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- STORAGE ETC	1,815.00	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- COSTCO	496.94	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- PITNEY BOWES	352.03	Non-Departmental - Finance
83812	4/17/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental - Finance
83891	4/24/2013	ARROWHEAD	WATER SERVICE	326.58	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- COSTCO	274.98	Non-Departmental - Finance
83942	4/24/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	239.42	Non-Departmental - Finance
83812	4/17/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER MAINTENANCE SUPPLIES	184.40	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- COFFEE WHOLESALE USA	183.52	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- 1800FLOWERS	141.68	Non-Departmental - Finance
83818	4/17/2013	CR PRINT	BUSINESS CARDS	125.35	Non-Departmental - Finance
83824	4/17/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	51.28	Non-Departmental - Finance
83910	4/24/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	31.12	Non-Departmental - Finance
83882	4/22/2013	US BANK	VISA- STATE OF CA	20.00	Non-Departmental - Finance
Total Amount for 16 Line Item(s) from Non-Departmental - Finance				\$10,234.35	

Payroll

83911	4/24/2013	FOLEY/KARYN//	HEALTH INS REIMB (RETIREE)	1,017.58	Payroll
Total Amount for 1 Line Item(s) from Payroll				\$1,017.58	

Police / Fire / Safety

83919	4/24/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAR 2013	336,316.69	Police / Fire / Safety
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83919	4/24/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- MAR 2013	13,825.40	Police / Fire / Safety
83919	4/24/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- STAR PROGRAM	6,193.49	Police / Fire / Safety
83841	4/17/2013	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- MAR 2013	2,210.64	Police / Fire / Safety
83803	4/17/2013	APPLIED CONCEPTS, INC.	LASER EQUIPMENT REPAIRS	2,085.55	Police / Fire / Safety
83919	4/24/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	31.96	Police / Fire / Safety
Total Amount for 6 Line Item(s) from Police / Fire / Safety				\$360,663.73	

Public Safety & Emergency Preparedness

83882	4/22/2013	US BANK	VISA- AED SUPERSTORE	431.00	Public Safety & Emergency Preparedness
83882	4/22/2013	US BANK	VISA- RADIO SHACK	59.90	Public Safety & Emergency Preparedness
Total Amount for 2 Line Item(s) from Public Safety & Emergency Preparedness				\$490.90	

Public Works

83939	4/24/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,155.76	Public Works
83814	4/17/2013	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,632.71	Public Works
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	5,766.75	Public Works
83945	4/24/2013	WILLDAN ASSOCIATES INC.	AS BUILT C/O REVIEW	2,451.25	Public Works
83938	4/24/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,324.58	Public Works
83945	4/24/2013	WILLDAN ASSOCIATES INC.	GEOTECH REVIEW	1,750.00	Public Works
83850	4/17/2013	MOBILE ONE ENTERPRISES	CLEANING CITY BUS SHELTERS	1,560.00	Public Works
83940	4/24/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,337.68	Public Works
83945	4/24/2013	WILLDAN ASSOCIATES INC.	GRADING & DRAINAGE REVIEW	1,225.00	Public Works
83875	4/17/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	1,162.35	Public Works
83946	4/24/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	995.00	Public Works
83945	4/24/2013	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	808.75	Public Works
83945	4/24/2013	WILLDAN ASSOCIATES INC.	CIVIL PLAN CHECK	700.00	Public Works
83863	4/17/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83933	4/24/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83912	4/24/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	670.00	Public Works
83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	636.08	Public Works
83927	4/24/2013	NATURE OF WILDWORKS	EARTH DAY -ANIMAL EXHIBIT	475.81	Public Works
83829	4/17/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	410.00	Public Works
83817	4/17/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	313.73	Public Works
83800	4/17/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83800	4/17/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works



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83800	4/17/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83800	4/17/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
83882	4/22/2013	US BANK	VISA- APWA	290.00	Public Works
83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	218.75	Public Works
83850	4/17/2013	MOBILE ONE ENTERPRISES	GRAFITTI REMOVAL	180.00	Public Works
83850	4/17/2013	MOBILE ONE ENTERPRISES	GRAFITTI REMOVAL	180.00	Public Works
83882	4/22/2013	US BANK	VISA- HYATT HOTELS	171.50	Public Works
83823	4/17/2013	FARASSATI/ALEX//	REIMB-EARTH DAY SUPPLIES	157.73	Public Works
83881	4/17/2013	YALDA/ROBERT//	REIMB TRAVEL EXP- L.H. BRIDGE	128.28	Public Works
83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	104.00	Public Works
83820	4/17/2013	CYBERCOPY	COPY/PRINTING SERVICE	52.01	Public Works
83842	4/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	40.65	Public Works
83882	4/22/2013	US BANK	VISA- TOWER CAFE	39.46	Public Works
83874	4/17/2013	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	31.50	Public Works
Total Amount for 36 Line Item(s) from Public Works				\$40,540.61	

Recoverable / Refund / Liability

83872	4/17/2013	TORO ENTERPRISES, INC.	MULHOLLAND HWY REST (RET)	5,382.70	Recoverable / Refund / Liability
83858	4/17/2013	PRESCOTT COMMUNICATIONS	REFUND RECOVERABLE PROJECT	1,500.00	Recoverable / Refund / Liability
83855	4/17/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	652.13	Recoverable / Refund / Liability
83944	4/24/2013	WENGER/CAROLE//	RECREATION REFUND	150.00	Recoverable / Refund / Liability
83849	4/17/2013	MIZE/MICHAEL//	REFUND BUILDING PERMIT	93.60	Recoverable / Refund / Liability
83909	4/24/2013	DOODKIVATELE/TALY//	RECREATION REFUND	85.00	Recoverable / Refund / Liability
83906	4/24/2013	DEVALL/KRISTINA//	RECREATION REFUND	75.00	Recoverable / Refund / Liability
83917	4/24/2013	KENNEDY/JAMES//	RECREATION REFUND	50.00	Recoverable / Refund / Liability
83833	4/17/2013	INFINITIS GROUP INC.	PLANNING PERMIT- OVERPAYMENT	25.00	Recoverable / Refund / Liability
83880	4/17/2013	WIDAYANTI/ TUTI//	RECREATION REFUND	24.00	Recoverable / Refund / Liability
83900	4/24/2013	COFFER/JOHN//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
83896	4/24/2013	BURNS/MARCIA//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
Total Amount for 12 Line Item(s) from Recoverable / Refund / Liability				\$8,077.43	

Tennis & Swim Center

83905	4/24/2013	DEAN STEWART CONSTRUCTION	LUMBER SUPPLIES	3,100.00	Tennis & Swim Center
83918	4/24/2013	KNORR SYSTEMS, INC.	POOL VACUUM PARTS	1,947.24	Tennis & Swim Center
83905	4/24/2013	DEAN STEWART CONSTRUCTION	TRELLIS REPAIRS	1,600.00	Tennis & Swim Center



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83935	4/24/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,403.35	Tennis & Swim Center
83895	4/24/2013	BOB'S LOCKSMITH SHOP	KEY/LOCK REPAIRS- T&SC	1,269.06	Tennis & Swim Center
83913	4/24/2013	HORIZON MECHANICAL CONTRACTORS	POOL REPAIRS	1,212.37	Tennis & Swim Center
83907	4/24/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	1,049.00	Tennis & Swim Center
83901	4/24/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	931.81	Tennis & Swim Center
83901	4/24/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	847.62	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- NATIONAL GYM SUPPLY	816.66	Tennis & Swim Center
83930	4/24/2013	PLAYNETWORK, INC	MUSIC SERVICES-T&SC	815.16	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- SUPERIOR AWNING	686.75	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- CUSTOM BARRE	571.94	Tennis & Swim Center
83883	4/24/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- T&SC	556.99	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- BALLOON EMPORIUM	542.80	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- HOME DEPOT	468.17	Tennis & Swim Center
83943	4/24/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	462.96	Tennis & Swim Center
83943	4/24/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	457.80	Tennis & Swim Center
83901	4/24/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	439.00	Tennis & Swim Center
83943	4/24/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	399.09	Tennis & Swim Center
83943	4/24/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	312.44	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- PATTERSON MEDICAL	249.12	Tennis & Swim Center
83943	4/24/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	228.90	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- VIVA WHOLESALE	213.00	Tennis & Swim Center
83898	4/24/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	209.49	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- OFFICE DEPOT	195.38	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- DELL SALES	192.91	Tennis & Swim Center
83883	4/24/2013	A RENTAL CONNECTION	EQUIPMENT RENTAL- T&SC	178.50	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- SWIM OUTLET	176.41	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- ORIENTAL TRADING	167.24	Tennis & Swim Center
83890	4/24/2013	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- T&SC	162.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- WALMART	160.92	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- PARTY CITY	119.56	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- OFFICE DEPOT	110.79	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- RHODE ISLAND NOVELTY	93.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- CONSTANT CONTACT	60.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- RALPHS	58.01	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- US MASTERS	46.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- APPLE STORE	40.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- RADIO SHACK	33.77	Tennis & Swim Center



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83882	4/22/2013	US BANK	VISA- SHELL OIL	27.87	Tennis & Swim Center
83922	4/24/2013	MILBRAND/KATHLEEN//	REIMB MILEAGE - MAR 2013	27.69	Tennis & Swim Center
83887	4/24/2013	AIRGAS- WEST	TC HELIUM	25.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- CRAIGSLIST	25.00	Tennis & Swim Center
83882	4/22/2013	US BANK	VISA- RALPHS	13.15	Tennis & Swim Center
Total Amount for 45 Line Item(s) from Tennis & Swim Center				\$22,703.92	

Transportation

83861	4/17/2013	RESTORATION LANDSCAPE DESIGN	ENVIRONMENTAL CONSULTING	48,046.77	Transportation
83925	4/24/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 2013	26,916.12	Transportation
83925	4/24/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 2013	12,041.78	Transportation
83845	4/17/2013	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	11,220.00	Transportation
83884	4/24/2013	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE APR 2013	6,914.19	Transportation
83868	4/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,499.62	Transportation
83844	4/17/2013	MALIBU CANYON SHELL	FUEL CHARGES- MAR 2013 (2/2)	5,657.62	Transportation
83925	4/24/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 2013	5,233.76	Transportation
83839	4/17/2013	KOA CORPORATION	CALABASAS ON-CALL SERVICES	2,982.50	Transportation
83801	4/17/2013	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- MAY 2013	2,964.78	Transportation
83889	4/24/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	1,851.15	Transportation
83867	4/17/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
83862	4/17/2013	SAFE MOVES	SAFE ROUTES SCHOOL PROGRAM	1,500.00	Transportation
83925	4/24/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - MAR 2013	1,066.78	Transportation
83851	4/17/2013	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- MAR 13	961.05	Transportation
83876	4/17/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	896.00	Transportation
83867	4/17/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	818.76	Transportation
83851	4/17/2013	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	533.01	Transportation
83869	4/17/2013	SWRCB FEES	STORM WATER PERMIT FEE-MUL HWY	466.00	Transportation
83935	4/24/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	305.09	Transportation
83842	4/17/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	222.45	Transportation
83860	4/17/2013	REFLECTION PRODUCTS, INC.	TRAFFIC SUPPLIES	212.96	Transportation
83920	4/24/2013	LA DWP	METER SERVICE - TRAFFIC LIGHT	118.12	Transportation
83882	4/22/2013	US BANK	VISA- UNION 76	102.51	Transportation
83882	4/22/2013	US BANK	VISA- SHELL OIL	95.52	Transportation
83882	4/22/2013	US BANK	VISA- SHELL OIL	64.09	Transportation
83882	4/22/2013	US BANK	VISA- SHELL OIL	60.80	Transportation
83882	4/22/2013	US BANK	VISA- CLEAN ENERGY	58.79	Transportation



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83882	4/22/2013	US BANK	VISA- CHEVRON	56.93	Transportation
83868	4/17/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	48.80	Transportation
83882	4/22/2013	US BANK	VISA- UNION 76	44.15	Transportation
83882	4/22/2013	US BANK	VISA- UNION 76	44.02	Transportation
83882	4/22/2013	US BANK	VISA- UNION 76	43.26	Transportation
83882	4/22/2013	US BANK	VISA- EXXON MOBIL	42.93	Transportation
83882	4/22/2013	US BANK	VISA- HOME DEPOT	36.94	Transportation
83882	4/22/2013	US BANK	VISA- UNION 76	17.99	Transportation
83882	4/22/2013	US BANK	VISA- SHELL OIL	8.00	Transportation
83882	4/22/2013	US BANK	VISA- EXXON MOBIL	6.00	Transportation
Total Amount for 38 Line Item(s) from Transportation				\$139,849.24	
GRAND TOTAL for 435 Line Items				\$872,702.99	



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Administrative Services					
84074	5/9/2013	MARTIN & CHAPMAN CO.	ELECTION SUPPLIES & SERVICES	39,427.59	Administrative Services
83983	5/2/2013	STELLER/DEBORAH//	REIMBURSE EDUC EXPS- WINTER 13	698.99	Administrative Services
84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	474.00	Administrative Services
84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	444.00	Administrative Services
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	129.87	Administrative Services
84059	5/9/2013	CYBERCOPY	COPY/PRINTING SERVICE	67.93	Administrative Services
Total Amount for 6 Line Item(s) from Administrative Services				\$41,242.38	
City Council					
84002	5/6/2013	CALABASAS HIGH SCHOOL ASB	ROOTER BUS- BASKETBALL	1,118.34	City Council
84003	5/6/2013	CALABASAS HISTORICAL SOCIETY	MEMBERSHIP DUES- L. MARTIN	300.00	City Council
84023	5/6/2013	MARTIN/LUCY//	REIMB BUSINESS EXPENSES	294.02	City Council
84038	5/6/2013	T.H.E. FOUNDATION	THE EVENT 6/8/13	200.00	City Council
84063	5/9/2013	FASTFRAME	PROCLAMATION FRAME	152.47	City Council
84038	5/6/2013	T.H.E. FOUNDATION	THE EVENT 6/8/13	100.00	City Council
84007	5/6/2013	CR PRINT	NOTE PADS	91.56	City Council
84007	5/6/2013	CR PRINT	NOTE PADS	91.56	City Council
83989	5/2/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	71.22	City Council
84091	5/9/2013	VERIZON WIRELESS	TELEPHONE SERVICE	38.01	City Council
83957	5/2/2013	CONEJO AWARDS	NAME BADGES	27.95	City Council
84075	5/9/2013	MARTIN/LUCY//	REIMB BUSINESS LUNCH EXPENSE	15.00	City Council
Total Amount for 12 Line Item(s) from City Council				\$2,500.13	
City Management					
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	238.71	City Management
84038	5/6/2013	T.H.E. FOUNDATION	THE EVENT 6/8/13	200.00	City Management
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	16.34	City Management
Total Amount for 3 Line Item(s) from City Management				\$455.05	
Civic Center O&M					
84036	5/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	4,205.72	Civic Center O&M
84036	5/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,882.21	Civic Center O&M
84081	5/9/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M



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84081	5/9/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
84094	5/9/2013	VORTEX INDUSTRIES INC	DOOR REPAIRS - CITY HALL	932.75	Civic Center O&M
83991	5/2/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	778.90	Civic Center O&M
83991	5/2/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	682.46	Civic Center O&M
83951	5/2/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
83951	5/2/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
84062	5/9/2013	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR	500.00	Civic Center O&M
84062	5/9/2013	EMERALD COAST PLANTSCAPES, INC	PLANT MAINTENANCE- MAR	250.00	Civic Center O&M
83962	5/2/2013	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	243.61	Civic Center O&M
83962	5/2/2013	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	243.61	Civic Center O&M
84035	5/6/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
84035	5/6/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- CIVIC CTR	212.50	Civic Center O&M
Total Amount for 15 Line Item(s) from Civic Center O&M				\$17,325.94	

Community Development

84033	5/6/2013	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	1,317.50	Community Development
83959	5/2/2013	CR PRINT	COUNTER INQUIRY FORMS	479.60	Community Development
84052	5/9/2013	BLAIR/JESSICA//	PC MINUTE PREPARATIONS 4/18/13	280.00	Community Development
84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
83989	5/2/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.34	Community Development
84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	162.00	Community Development
84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	156.00	Community Development
83970	5/2/2013	L.A. CO. ASSESSOR	MAPS AND POSTAGE	27.77	Community Development
83989	5/2/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	10.78	Community Development
Total Amount for 10 Line Item(s) from Community Development				\$2,944.99	

Community Services

83980	5/2/2013	SECURAL SECURITY CORP	SECURITY- ARTS FEST	7,260.00	Community Services
83961	5/2/2013	DODGERS TICKETS LLC	TICKETS- 6/4/13	5,802.00	Community Services
84090	5/9/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	3,055.49	Community Services
83960	5/2/2013	DIAL M PRODUCTIONS	ENTERTAINMENT- ARTS FEST	3,000.00	Community Services
83952	5/2/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- SENIOR LUNCH	2,000.00	Community Services
83950	5/2/2013	ALLIANT INSURANCE SERVICES INC	SPECIAL EVENTS INS- ARTS FEST	933.00	Community Services
84058	5/9/2013	CR PRINT	FLYERS	915.60	Community Services



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84048	5/9/2013	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	875.01	Community Services
84084	5/9/2013	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	874.00	Community Services
84096	5/9/2013	WESTLAKE MALIBU LIFESTYLE	ARTS FEST ADVERTISING	850.00	Community Services
84089	5/9/2013	VALLEY NEWS GROUP	ARTS FEST ADVERTISING	500.00	Community Services
83965	5/2/2013	HAPPENINGS MAGAZINE	ADVERTISING - ARTS FEST	484.00	Community Services
84035	5/6/2013	SECURAL SECURITY CORP	PATROL CAR SERVICES- GATES/GRP	420.00	Community Services
84080	5/9/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
84068	5/9/2013	LAS VIRGENES UNIFIED SCHOOL	ENRICHMENT PROGRAM- SPRING 13	400.00	Community Services
83948	5/2/2013	A 1 LIVESCAN FINGERPRINTING	FINGERPRINTING SERVICES	230.00	Community Services
83972	5/2/2013	LEVY/NORM//	RECREATION INSTRUCTOR	213.68	Community Services
84086	5/9/2013	SWANK-MOTION PICTURES, INC.	THE INCREDIBLES- MOVIE NIGHT	171.00	Community Services
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	166.72	Community Services
84066	5/9/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	146.18	Community Services
83994	5/6/2013	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	141.72	Community Services
84015	5/6/2013	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2013 MONITORING- DEANZ	135.00	Community Services
84004	5/6/2013	COLP/KIMBERLY//	REIMB MILEAGE - MAR-APR 2013	132.21	Community Services
84097	5/9/2013	YEEOPP/BETTY//	RECREATION INSTRUCTOR	122.50	Community Services
84084	5/9/2013	SECURAL SECURITY CORP	SECURITY- SENIOR EVENT	112.00	Community Services
84044	5/6/2013	WAYNE/TARYN//	RECREATION INSTRUCTOR	108.80	Community Services
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	102.08	Community Services
83986	5/2/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
84085	5/9/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	86.54	Community Services
84044	5/6/2013	WAYNE/TARYN//	RECREATION INSTRUCTOR	83.20	Community Services
84040	5/6/2013	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.12	Community Services
83989	5/2/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	77.86	Community Services
83966	5/2/2013	HORSE SHOW RIBBONS	ARTS FEST RIBBONS	59.65	Community Services
84066	5/9/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	42.00	Community Services
83986	5/2/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
84015	5/6/2013	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2013 MONITORING- CRKSD	22.50	Community Services
83995	5/6/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	17.19	Community Services

Total Amount for 37 Line Item(s) from Community Services

\$30,160.55

Finance

83996	5/6/2013	ADP, INC	PAYROLL PROCESSING	3,193.83	Finance
83996	5/6/2013	ADP, INC	PAYROLL PROCESSING	1,226.37	Finance
83989	5/2/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	289.79	Finance



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84049	5/9/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	258.00	Finance
84077	5/9/2013	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	182.01	Finance
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-65.35	Finance
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-76.28	Finance
Total Amount for 7 Line Item(s) from Finance				\$5,008.37	

Klubhouse Preschool

84080	5/9/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool
83973	5/2/2013	LITTLE LEARNERS LLC	CONTRACT SERVICES	825.00	Klubhouse Preschool
84093	5/9/2013	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	433.20	Klubhouse Preschool
84066	5/9/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	341.10	Klubhouse Preschool
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	149.49	Klubhouse Preschool
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	134.26	Klubhouse Preschool
84066	5/9/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	98.01	Klubhouse Preschool
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	92.60	Klubhouse Preschool
83986	5/2/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
84015	5/6/2013	INNER-I ...SECURITY IN FOCUS	JAN-MAR 2013 MONITORING- CRKSD	52.50	Klubhouse Preschool
83995	5/6/2013	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	40.11	Klubhouse Preschool
83998	5/6/2013	ARROWHEAD	WATER SERVICE	24.00	Klubhouse Preschool
Total Amount for 12 Line Item(s) from Klubhouse Preschool				\$3,222.77	

Library

84055	5/9/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- IR7105/IRC	301.20	Library
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	253.20	Library
84032	5/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	152.82	Library
83999	5/6/2013	AT&T	TELEPHONE SERVICE	148.58	Library
84032	5/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	135.19	Library
84010	5/6/2013	FINE ART SERVICES	ART RENTAL INSTALLATION	110.00	Library
84008	5/6/2013	CSAC-EXCESS INSURANCE	EAP/APR-JUN 2013	79.38	Library
84024	5/6/2013	MIDWEST TAPE	DVD'S-LIBRARY	79.02	Library
84024	5/6/2013	MIDWEST TAPE	DVD'S-LIBRARY	52.68	Library
84031	5/6/2013	RANDOM HOUSE, INC.	BOOKS ON CD	38.04	Library
84032	5/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	35.97	Library
84024	5/6/2013	MIDWEST TAPE	DVD'S-LIBRARY	34.68	Library
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-5.98	Library



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84032	5/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	-6.95	Library
84032	5/6/2013	RECORDED BOOKS, LLC	BOOKS ON CD	-197.07	Library
Total Amount for 15 Line Item(s) from Library				\$1,210.76	

LMD #22

83987	5/2/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
83953	5/2/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	510.00	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	487.59	LMD #22
84041	5/6/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE	388.34	LMD #22
83953	5/2/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	350.00	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	189.48	LMD #22
84090	5/9/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	156.40	LMD #22
84090	5/9/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	107.00	LMD #22
84090	5/9/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	107.00	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	79.89	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.21	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	72.64	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	61.33	LMD #22
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	58.03	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	49.58	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	38.33	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	36.06	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	33.81	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	30.57	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.15	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.73	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	25.56	LMD #22
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.95	LMD #22
Total Amount for 23 Line Item(s) from LMD #22				\$12,806.65	

LMD #24

83988	5/2/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	16,561.20	LMD #24
83993	5/2/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	2,230.00	LMD #24
83993	5/2/2013	WILLDAN ASSOCIATES INC.	LMD- CONSULTING SERVICES	920.00	LMD #24
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	166.33	LMD #24



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84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	4.14	LMD #24
Total Amount for 5 Line Item(s) from LMD #24				\$19,881.67	
<u>LMD #27</u>					
84036	5/6/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	26.48	LMD #27
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	1.04	LMD #27
Total Amount for 2 Line Item(s) from LMD #27				\$27.52	
<u>LMD #32</u>					
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	1.04	LMD #32
Total Amount for 1 Line Item(s) from LMD #32				\$1.04	
<u>LMD 22 - Common Benefit Area</u>					
84021	5/6/2013	MARINE BIOCHEMISTS OF CA INC	LAKE MAINTENANCE	11,500.00	LMD 22 - Common Benefit Area
83954	5/2/2013	CALABASAS PARK HOMEOWNERS ASSO	ANNUAL INSURANCE REIMBURSEMENT	9,515.00	LMD 22 - Common Benefit Area
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,803.98	LMD 22 - Common Benefit Area
84090	5/9/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	575.20	LMD 22 - Common Benefit Area
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	399.74	LMD 22 - Common Benefit Area
84090	5/9/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	383.00	LMD 22 - Common Benefit Area
83989	5/2/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	242.36	LMD 22 - Common Benefit Area
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	18.66	LMD 22 - Common Benefit Area
Total Amount for 8 Line Item(s) from LMD 22 - Common Benefit Area				\$24,437.94	
<u>Media Operations</u>					
84091	5/9/2013	VERIZON WIRELESS	TELEPHONE SERVICE	1,835.40	Media Operations
83999	5/6/2013	AT&T	TELEPHONE SERVICE	1,607.06	Media Operations
83978	5/2/2013	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	1,000.00	Media Operations
83976	5/2/2013	NICKERSON/LAURA//	CTV HOST SERVICES	975.00	Media Operations
84026	5/6/2013	NICKERSON/LAURA//	CTV HOST SERVICES	975.00	Media Operations
83963	5/2/2013	GRANICUS INC.	WEB ARCHIVING SERVICES	750.00	Media Operations
83968	5/2/2013	INTERNET SPECIALTIES WEST	T-1 LINE MONTHLY FEE	484.53	Media Operations
84087	5/9/2013	TELECOMMUNICATIONS MANAGEMENT	CTV CONSULTING SERVICES	337.50	Media Operations



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83975	5/2/2013	MEGAPATH CORPORATION	DSL SERVICE	332.70	Media Operations
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	120.95	Media Operations
Total Amount for 10 Line Item(s) from Media Operations				\$8,418.14	
<u>Non-Departmental - Finance</u>					
84067	5/9/2013	IRON MOUNTAIN	STORAGE SERVICES	2,984.88	Non-Departmental - Finance
83980	5/2/2013	SECURAL SECURITY CORP	PARKING ENFORCEMENT	2,775.00	Non-Departmental - Finance
84058	5/9/2013	CR PRINT	STOCK - ENVELOPES	2,522.26	Non-Departmental - Finance
84056	5/9/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental - Finance
83955	5/2/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental - Finance
84055	5/9/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	317.44	Non-Departmental - Finance
84010	5/6/2013	FINE ART SERVICES	ART RENTAL INSTALLATION	110.00	Non-Departmental - Finance
84064	5/9/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	26.69	Non-Departmental - Finance
84064	5/9/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	16.36	Non-Departmental - Finance
84095	5/9/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	15.24	Non-Departmental - Finance
Total Amount for 10 Line Item(s) from Non-Departmental - Finance				\$10,060.63	
<u>Payroll</u>					
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	3,994.67	Payroll
84008	5/6/2013	CSAC-EXCESS INSURANCE	EAP/APR-JUN 2013	986.58	Payroll
83977	5/2/2013	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- MAY 13	67.50	Payroll
84054	5/9/2013	BROWN/GARRETT//	STALE DATED CHECK- PAYROLL	6.29	Payroll
Total Amount for 4 Line Item(s) from Payroll				\$5,055.04	
<u>Police / Fire / Safety</u>					
84018	5/6/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	2,660.52	Police / Fire / Safety
84018	5/6/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	1,222.28	Police / Fire / Safety
84018	5/6/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	946.76	Police / Fire / Safety
Total Amount for 3 Line Item(s) from Police / Fire / Safety				\$4,829.56	
<u>Public Safety & Emergency Preparedness</u>					
84071	5/9/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness



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84071	5/9/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
84071	5/9/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
84071	5/9/2013	MACKAY COMMUNICATIONS, INC.	SATELLITE PHONE SERVICE	35.70	Public Safety & Emergency Preparedness
Total Amount for 4 Line Item(s) from Public Safety & Emergency Preparedness				\$142.80	

Public Works

84041	5/6/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE	15,388.94	Public Works
83985	5/2/2013	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	14,094.35	Public Works
84082	5/9/2013	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	7,950.00	Public Works
84057	5/9/2013	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,632.71	Public Works
84047	5/9/2013	AAA RENTS & EVENTS INC	EARTH DAY EQUIP RENTAL	3,176.50	Public Works
83992	5/2/2013	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	3,080.00	Public Works
84046	5/6/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	1,305.00	Public Works
84078	5/9/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,260.00	Public Works
84016	5/6/2013	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	940.00	Public Works
83979	5/2/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
84034	5/6/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
84083	5/9/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
83964	5/2/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	665.00	Public Works
83988	5/2/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	600.00	Public Works
84012	5/6/2013	GRAYSON/SIARA//	ENGINEER CONSULTING	600.00	Public Works
84029	5/6/2013	PATCH	RECYCLING ADVERTISING	415.05	Public Works
84006	5/6/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	318.92	Public Works
84006	5/6/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	305.21	Public Works
84049	5/9/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
84049	5/9/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
84049	5/9/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
84049	5/9/2013	ACORN NEWSPAPER	EARTH DAY ADVERTISING	302.82	Public Works
84049	5/9/2013	ACORN NEWSPAPER	EARTH DAY ADVERTISING	302.82	Public Works
84078	5/9/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	190.00	Public Works
83971	5/2/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	137.40	Public Works
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	127.98	Public Works
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	111.99	Public Works
84085	5/9/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	56.88	Public Works



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Total Amount for 28 Line Item(s) from Public Works				\$60,910.03	
<u>Recoverable / Refund / Liability</u>					
84028	5/6/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	3,470.93	Recoverable / Refund / Liability
84020	5/6/2013	LYSIK/GARY J//	EMPLOYEE COMPUTER LOAN	2,949.00	Recoverable / Refund / Liability
83997	5/6/2013	ALLIANT INSURANCE SERVICES INC	CRIME PROGRAM INSURANCE	1,171.00	Recoverable / Refund / Liability
84025	5/6/2013	MYCOM NORTH AMERICA	REFUND OVERPAYMENT PERMIT	754.00	Recoverable / Refund / Liability
84079	5/9/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	553.30	Recoverable / Refund / Liability
84079	5/9/2013	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	305.00	Recoverable / Refund / Liability
84037	5/6/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 4/19/13	289.74	Recoverable / Refund / Liability
84069	5/9/2013	LAYMAN/MARCIA//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
84011	5/6/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 4/19/13	100.00	Recoverable / Refund / Liability
84001	5/6/2013	BONSALL/LYNN//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
84039	5/6/2013	TAYLOR/PHYLLIS//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
84013	5/6/2013	HAIMAN/SHIRLEY//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
84017	5/6/2013	JEBEDE/SUSAN//	RECREATION REFUND	49.60	Recoverable / Refund / Liability
84070	5/9/2013	LULLOFF/SARAH//	RECREATION REFUND	48.00	Recoverable / Refund / Liability
84073	5/9/2013	MARLOWE/CORALIE//	RECREATION REFUND	40.00	Recoverable / Refund / Liability
Total Amount for 15 Line Item(s) from Recoverable / Refund / Liability				\$10,055.57	
<u>Tennis & Swim Center</u>					
84041	5/6/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE	3,638.26	Tennis & Swim Center
83969	5/2/2013	KEISER	FITNESS EQUIPMENT	2,944.83	Tennis & Swim Center
84065	5/9/2013	GONZALES MASONRY	CONCRETE REPAIRS- T&SC	1,500.00	Tennis & Swim Center
83982	5/2/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,402.42	Tennis & Swim Center
84009	5/6/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	1,053.72	Tennis & Swim Center
84051	5/9/2013	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	798.00	Tennis & Swim Center
83956	5/2/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	789.04	Tennis & Swim Center
84092	5/9/2013	VIEWPOINT EDUCATIONAL	POOL RENTAL	663.75	Tennis & Swim Center
84043	5/6/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	595.14	Tennis & Swim Center
83982	5/2/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	517.35	Tennis & Swim Center
84000	5/6/2013	ATMOSPHERE EVENTS & CATERING	SOCIAL EXPENSE- T&SC	504.80	Tennis & Swim Center
83956	5/2/2013	CASAS ORAMAS/JORGE//	FITNESS EQUIPMENT REPAIRS	500.00	Tennis & Swim Center
84043	5/6/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	405.09	Tennis & Swim Center
83990	5/2/2013	WATER COOLER KING, INC.	WATER COOLER PARTS	252.50	Tennis & Swim Center



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
84053	5/9/2013	BROADBASED COMMUNICATIONS INC	PHONE SYSTEM MAINTENANCE	245.00	Tennis & Swim Center
83986	5/2/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	155.29	Tennis & Swim Center
83984	5/2/2013	TOTAL GRAPHICS	BANNERS	130.80	Tennis & Swim Center
84015	5/6/2013	INNER-I ...SECURITY IN FOCUS	SERVICE RESPONSE CALL	80.00	Tennis & Swim Center
84015	5/6/2013	INNER-I ...SECURITY IN FOCUS	APR-JUN 2013 MONITORING- T&SC	75.00	Tennis & Swim Center
84019	5/6/2013	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- APR 13	49.14	Tennis & Swim Center
84008	5/6/2013	CSAC-EXCESS INSURANCE	EAP/APR-JUN 2013	34.02	Tennis & Swim Center
84005	5/6/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	31.53	Tennis & Swim Center
84076	5/9/2013	MILBRAND/KATHLEEN//	REIMB MILEAGE - APR 2013	27.12	Tennis & Swim Center
83949	5/2/2013	AIRGAS- WEST	TC HELIUM	19.48	Tennis & Swim Center
84008	5/6/2013	CSAC-EXCESS INSURANCE	EAP/APR-JUN 2013	11.34	Tennis & Swim Center
Total Amount for 26 Line Item(s) from Tennis & Swim Center				\$16,653.62	

Transportation

84014	5/6/2013	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	82,290.05	Transportation
83967	5/2/2013	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	38,803.87	Transportation
84022	5/6/2013	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	10,395.00	Transportation
84030	5/6/2013	PCI	PAVEMENT STRIPING AND MARKING	5,892.80	Transportation
84072	5/9/2013	MALIBU CANYON SHELL	FUEL CHARGES- APR 2013 (2/2)	5,693.45	Transportation
84061	5/9/2013	DIAMOND WEST ENGINEERING, INC	ENGINEER CONSULTING	5,300.00	Transportation
84088	5/9/2013	TRAFFIC MANAGEMENT, INC.	TRAFFIC SIGNS	4,982.35	Transportation
84050	5/9/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,635.40	Transportation
83974	5/2/2013	MALIBU CANYON SHELL	FUEL CHARGES- APR 2013 (1/2)	4,500.39	Transportation
84027	5/6/2013	OLD REPUBLIC TITLE COMPANY	TITLE REPORTS	1,250.00	Transportation
84085	5/9/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	932.22	Transportation
84045	5/6/2013	WESTERN HIGHWAY PRODUCTS, INC.	TRAFFIC SIGNS	598.17	Transportation
84060	5/9/2013	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	444.80	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	226.26	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	150.18	Transportation
84042	5/6/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	131.01	Transportation
84060	5/9/2013	DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNALS/LIGHTING	128.50	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	61.24	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	59.09	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	58.02	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	43.56	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	38.29	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	37.18	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.56	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.28	Transportation
83981	5/2/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	29.02	Transportation
84085	5/9/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	24.24	Transportation
83958	5/2/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	22.42	Transportation
Total Amount for 28 Line Item(s) from Transportation				\$166,786.35	
GRAND TOTAL for 284 Line Items				\$444,137.50	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

12-Jun

Sheriff	Presentation	Crimes Report
PW	Public Hearing	Results of proposed Prop. 218 for LLAD.
CD	Public Hearing	Introduction of Ordinance of the City Council of the City of Calabasas, California, Expressly Repealing Section 15.04.030 of the Calabasas Municipal Code, the Administrative Amendments to the 2010 California Building Code.
CD	Consent	Edgesoft Contract
PW	Consent	Approval of Memorandum of Understanding with Participating Agencies for Administration and Cost Sharing for Development of Malibu Creek Watershed Enhanced Watershed Management Program.
PW	Consent	Approval of Professional Services Agreement with (consulting firm TBD) for Preparation of Malibu Creek Watershed Enhanced Watershed Management Program.
PW	Consent	Recommendation to approve a professional services agreement with MV Transportation for the City's public transit fixed-route services.

26-Jun

Finance	Consent	Unclaimed Funds
CC	Consent	League Annual Conference Delegates
CD	New Business	Annual Community Development Report

Future Items:

CD	Public Hearing	Changes Tobacco Retailer Ordinance
PW	Presentation	PW project updates
PW	Presentation	Electric vehicle charging stations
CD	New Business	Housing funds discussion
PW	New Business	Stormwater permit quarterly update
CC	New Business	Removal of Councilmember and Commissioner reserved parking spaces.
Council	New Business	Council Protocols.
MOD	New Business	Wireless Ordinance RF Monitoring Recommendation from CTC.
PW	New Business	Survey of City streets for missing address numbers.
PW	New Business	Waste collection contracts.

2013 CITY COUNCIL MEETING DATES

26-Jun	25-Sep
10-Jul Cancelled	9-Oct
14-Aug	13-Nov
	27-Nov - Cancelled - First Day of Hanukkah
28-Aug	
11-Sep	11-Dec
	25-Dec - Cancelled