CITY of CALABASAS

CITY COUNCIL AGENDA
REGULAR MEETING – WEDNESDAY, NOVEMBER 13, 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 Scout Pack 333
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:10 P.M.

- Presentation and tribute in memory of Planning Commissioner, Dave Brown
- Relay for Life City recognition
- Sheriff's Crime Report

SPECIAL PRESENTATION – 7:40 P.M.

- Mountains Restoration Trust (MRT) update.

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

CONSENT ITEMS – 8:00 P.M.

1. Approval of meeting minutes from October 23, 2013.

2. Recommendation to approve the appointment of Andrea Diamond to the Environmental Commission, term ending March 31, 2015.

PUBLIC HEARING – 8:05 P.M.

3. Introduction of Ordinance 2013-308 adopting by reference, pursuant to Government Code Section 50022.2, California Code of Regulations – Title 24, the 2013 California Building Standards Code Parts 2 through 6, Part 8, and Part 11, and adopting local amendments thereto in accordance with California Health and Safety Code Sections 17922, 17958 AND 18941.5. **The proposed Ordinance is exempt from CEQA. Per CEQA Guidelines Section 15061(b)(3).**

NEW BUSINESS – 8:30 P.M.

4. Adoption of Resolution No. 2013-1385 and Ordinance No. 2013-307, request for a Lot Line Adjustment, General Plan Amendment and Zone Change. Applicant: Las Virgenes Municipal Water District. The project site is located at 4232 Las Virgenes Road within the Public Facility (PF) zoning district and the Las Virgenes Road Scenic Corridor (SC). And **CEQA: The proposed project has been determined to qualify for one or more categorical exemptions under CEQA.** ***CONTINUED FROM OCTOBER 23, MEETING***

5. Adoption of Resolution No. 2013-1391, approving a policy delegating authority to the City Manager for acceptance of Capital Improvement Program (CIP) projects. ***CONTINUED FROM OCTOBER 23, MEETING***

6. Recommendation to award a contract award to Parsons Corporation for project management and construction management services in the amount not to exceed $2,750,000 for the Lost Hills Road Interchange Project.

7. Discussion of City policy to replace missing or damaged property address placards.

INFORMATIONAL REPORTS – 9:15 P.M.

8. Check Register for the period of October 16-30, 2013.

TASK FORCE REPORTS – 9:20 P.M.

CITY MANAGER'S REPORT– 9:22 P.M.

FUTURE AGENDA ITEMS – 9:25 P.M.

ADJOURN – 9:30 P.M.

The City Council will adjourn in memory of David Brown, long time Planning Commission member to their next regular meeting scheduled for Wednesday, December 11, 2013, at 7:00 p.m.

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

Mountains Restoration Trust

Committed to working in partnership with the community to preserve, protect, and enhance the natural resources of the Santa Monica Mountains for the benefit of the environment and for present and future generations through land acquisition and conservation easements; habitat preservation and restoration; and research and education.

Mountains Restoration Trust

Established in 1981 by the State Coastal Commission and the State Coastal Conservancy

Became an Independent Non-Profit in 1984

Specialize in Three Areas

Acquisition

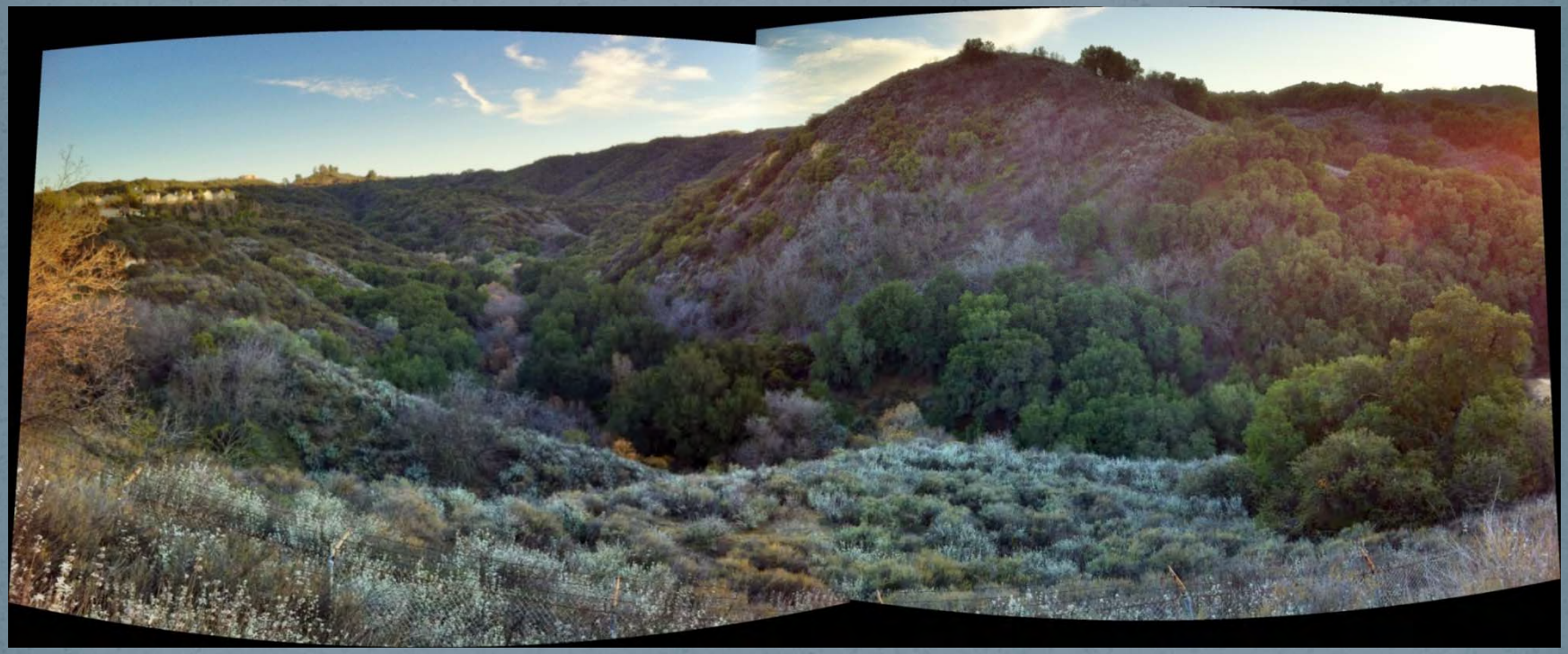
Restoration

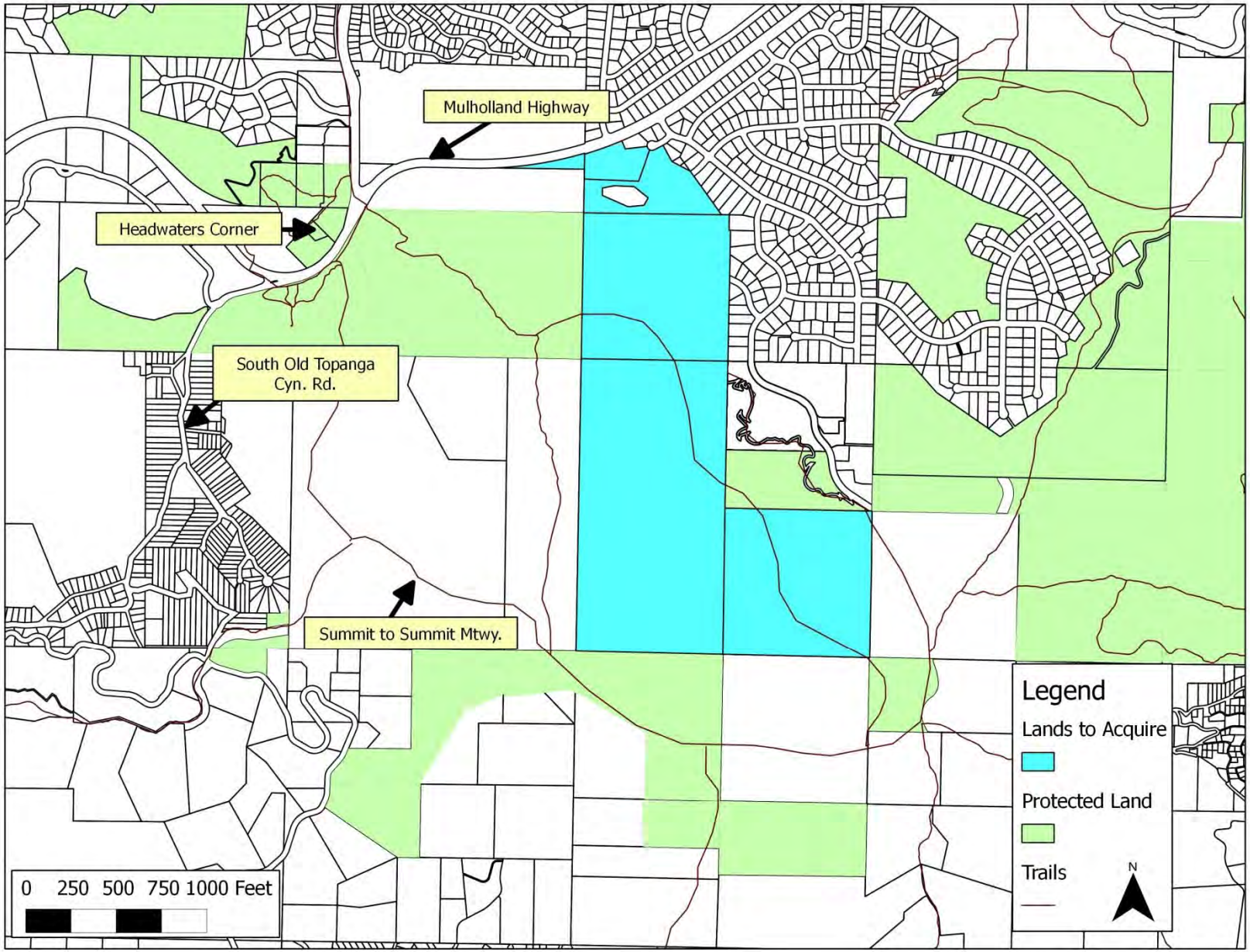
Education

-Headwaters Corner-
Calabasas

Acquisition

Protecting Dry Canyon Creek-Headwaters of the Los Angeles River



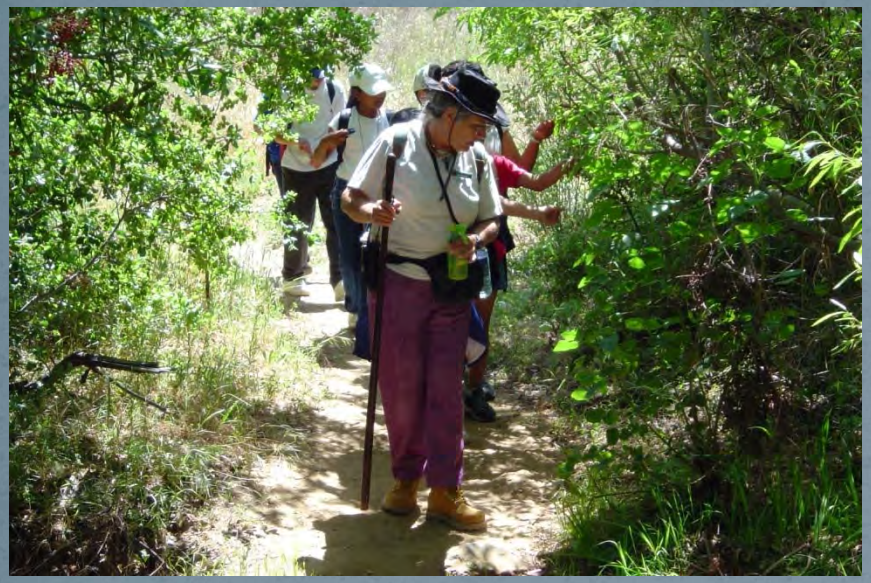

Mulholland Highway
Headwaters Corner
South Old Topanga Cyn. Rd.
Summit to Summit Mtwy.
0 250 500 750 1000 Feet
Legend
Lands to Acquire
Protected Land
Trails
N

Education

Environmental Education through Restoration

- Calabasas High School
- LVUSD
- UCLA
- Pepperdine University
- Muse School
- Buckley High School
- Crespi High School
- Boy and Girl Scout Troops
- Miller High School
- Viewpoint

Cold Creek Docent School Field Trips



SHRUB-Students Helping to Restore Unique Biomes

Educating the Community

- Working together with:
  - LVMWD
  - National Fish and Wildlife Foundation
  - FedEx
  - Wells Fargo
  - Local FlyFisher Clubs
  - Local community councils
  - Heal the Bay
  - TreePeople

Native Plant Sales

Community Festivals

Restoration

Dry Canyon Creek at Headwaters Corner

2006

2007

Restoration

Dry Canyon Creek at Headwaters Corner

2010

November 2013
Bridge is in there somewhere!

Master Plan

1. Wetland Riparian "Interaction Zone"
2. Cultural Landscape - Homestead House
3. Adaptive Multipurpose Area
4. Primitive Amphitheatre
5. Gathering Area - Children's Garden
6. Habitat Restoration/ Interpretation
7. Blue Line Stream
8. Extension of Blue Line Stream
9. Possible Underpass Connection
10. Picnic area near ephemeral stream
11. Nature Viewing at Oak Woodland
12. Stream Access
13. Stream Access
14. Solar Panels
15. Headquarters Visitor Center

Masson House
City o f Calabasas Historical Landmark #1


MOUNTAINS
RESTORATION
TRUST

MINUTES OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, HELD WEDNESDAY, OCTOBER 23, 2013

Mayor Gaines called the meeting to order at 7:00 p.m. in the Council Chambers, 100 Civic Center Way, Calabasas, California. All members of the City Council were present.

ROLL CALL

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

Absent: None.

Staff: Bartlett, Coroalles, Farassati, Figueroa, Hernandez, Howard, Mirzakhanian, Seferian, Thompson and Yalda.

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

APPROVAL OF AGENDA

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

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

ANNOUNCEMENTS/INTRODUCTIONS

Mayor Gaines announced that the meeting would be adjourned in memory of Harold Howard, Linda Palmer and Bob Guthrie and presented certificates of adjournment to family members.

- Welcome of Britt Aaronson to the Library Commission

  Mayor Gaines welcomed Ms. Aaronson to the Library Commission.

- Recognition of Norm and Naomi Goodkin; Mariam (Mari) Levenson; and Brian and Daniel Goodkin for their volunteer work in the City

  Mayor Gaines presented certificates of appreciation to the Goodkin family.

- Recognition of Calabasas Rotary Club on their 25th anniversary

Councilmember Maurer presented the Rotary Club with certificate in honor of their 25th anniversary.

- Proclamation declaring October 24, 2013 World Polio Day

Councilmember Maurer presented the Rotary Club with a proclamation honoring World Polio Day on October 24.

- Recognition of outgoing Commissioners

Mayor Gaines recognized outgoing Commissioners; Keith Marks, Lynne Tracy Victor Pesiri, Richard Thompson, Amber Gendein, Kim Lamorie, Liat Samouhi, Melissa Olen and George Weinstock.

Members of the Council made the following announcements:

Councilmember Martin:
- Expressed appreciation to staff and the Calabasas Chamber of Commerce for a great Pumpkin Festival.
- Reminded that Ahmanson Ranch will be celebrating its 10 year anniversary on Sunday, November 17.

Councilmember Bozajian:
- Reiterated appreciation to all for a fabulous Pumpkin Festival.
- Wished everyone a Happy Halloween.
- Reminded the community about the annual Trunk or Treat event on Thursday, October 31, at the Agoura Hills/Calabasas Community Center.

Councilmember Maurer:
- Reminded the community about the bulky item pickup on Saturday, October 26.

Mayor pro Tem Shapiro:
- Also extended appreciation to staff and the Chamber for a great Pumpkin Festival.
- Extended appreciation to staff for the annual flu clinic and the emergency preparedness events.
- Encouraged the community to visit the Performing Arts Education Center at Calabasas High School.
- Reported on the Happy to be Me event in conjunction with the Rock Life board at the Agoura Hills/Calabasas Community Center.

Mayor Gaines:
- Also reiterated congratulations and appreciation to all involved with the Pumpkin Festival.
- Reminded the community about the Leonis Adobe children's activity event on October 26.
- Encouraged everyone to drive safely on Halloween.

- Encouraged the community to attend the Calabasas High vs. Agoura High football game on November 1.
- Reminded the community about two upcoming elections on November 5 and November 19 for the LVUSD Board and run off for the State Assembly seat, respectively.
- He expressed appreciation to all veterans and announced the hire a veteran job fair on October 24 hosted by the San Fernando Valley Economic Alliance.

ORAL COMMUNICATIONS - PUBLIC COMMENT

Jennifer Bercy and Valerie Sheppard spoke during public comments.

CONSENT ITEMS

1. Approval of meeting minutes from October 9, 2013.

2. Recommendation to approve the appointment of Bert Rosario by the Calabasas Emergency Response Program (CERP) to the Public Safety Commission.

3. Approval of Memorandum of Understanding with the City of Los Angeles regarding the administration and cost sharing for development of Integrated Watershed Management Program and Coordinated Integrated Monitoring Program for the Upper LA River Watershed.

4. Adoption of Resolution No. 2013-1392, approving the Quimby fee associated with the approved 60-unit senior condominium project at 26705 Malibu Hills Road.

5. Adoption of Resolution No. 2013-1391, approving a policy delegating authority to the City Manager for acceptance of Capital Improvement Program (CIP) projects.

Councilmember Bozajian requested Item Nos. 4 and 5 be pulled.

Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to approve Consent Items Nos. 1, 2, 3. MOTION CARRIED 5/0 as follows:

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

Ms. Mirzakhanian and Mr. Bartlett responded to Councilmembers' inquiry in regard to Item No. 4.

Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to approve Consent Item No. 4. MOTION CARRIED 5/0 as follows:

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

Mayor Gaines congratulated newly appointed Public Safety Commission member, Bert Rosario.

Extensive discussion took place in regard to Item No. 5. Staff was directed to bring this item back with additional information.

Councilmember Bozajian moved, seconded by Mayor pro Tem Shapiro to continue Consent Item No. 5 to the November 13 meeting. MOTION CARRIED 5/0 as follows:

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

PUBLIC HEARING

6. Consideration of Resolution No. 2013-1385 and Ordinance No. 2013-307, request for a Lot Line Adjustment, General Plan Amendment and Zone Change. Applicant: Las Virgenes Municipal Water District. The project site is located at 4232 Las Virgenes Road within the Public Facility (PF) zoning district and the Las Virgenes Road Scenic Corridor (SC). And **CEQA: The proposed project has been determined to qualify for one or more categorical exemptions under CEQA.**

Mayor Gaines opened the public hearing.

Mr. Figueroa presented information on this item.

Mayor Gaines closed the public hearing.

Councilmember Bozajian moved, seconded by Mayor pro Tem Shapiro to introduce Ordinance No. 2013-307 and continue the item to the November 13, meeting. MOTION CARRIED 5/0 as follows.

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

NEW BUSINESS

7. Adoption of Resolution 2013-1389 approving the 2013 City of Calabasas Bicycle Master Plan.

The Council recessed at 8:12 p.m.
The Council reconvened at 8:27 p.m.

Mr. Thompson presented the report and introduced Matt Benjamin of Fehr & Peers.

Mayor pro Tem Shapiro moved, seconded by Councilmember Maurer to adopt of Resolution 2013-1389 approving the 2013 City of Calabasas Bicycle Master Plan as revised. MOTION CARRIED 5/0.

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

INFORMATIONAL REPORTS

8. Check Register for the period of October 2-9, 2013.

No action was taken on this item.

TASK FORCE REPORTS

Mayor Gaines reported on the School Traffic Safety Taskforce and the matter of the crossing guard at the intersection of Lost Hills Road and Cold Springs Street.

CITY MANAGER'S REPORT

Mr. Coroalles reported that the Mayor, Mr. Yalda and he will be meeting with Los Angeles Councilmember Blumenfield to request plan check fees be waived for the Mulholland extension project.

FUTURE AGENDA ITEMS

Councilmember Maurer requested a presentation on senior issues by Dr. Daphna Gans be scheduled at future meeting.

CLOSED SESSION

1. Public employee performance evaluation (Gov. Code § 54957)
Tittle: City Attorney.

Public employee appointment (Gov. Code § 54957)
Title: City Attorney.

The Council recessed to Closed Session at 9:17 p.m.

The Council reconvened to Open Session at 9:40 p.m.

The Council reported out of Closed Session appointing Mr. Scott Howard of Counsel with Colantuono & Levin as the City Attorney. MOTION CARRIED 4/1 as follows:

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

NOES: Martin.

ADJOURN

The meeting adjourned at 9:43 p.m. in memory of Harold Howard, Linda Palmer and Bob Guthrie to the next regular meeting scheduled on Wednesday, November 13, 2013, at 7:00 p.m.

_____
Maricela Hernandez, MMC
City Clerk

Approved by City Manager:

CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 6, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: MARICELA HERNANDEZ, MMC, CITY CLERK

SUBJECT: RECOMMENDATION TO APPROVE THE APPOINTMENT OF ANDREA DIAMOND TO THE ENVIRONMENTAL COMMISSION, TERM ENDING MARCH 31, 2015.

MEETING DATE: NOVEMBER 13, 2013

SUMMARY RECOMMENDATION:

That the City Council approve the appointment of Andrea Diamond to the Environmental Commission, term ending March 31, 2015.

BACKGROUND:

Pursuant to the City's Municipal Code, the Environmental Commission shall consist of five commissioners, as the City Council shall from time to time determine. With the recent resignation of a Commissioner, the vacancy was publicized; and Councilmember Martin has nominated Andrea Diamond to fill the vacancy.

REQUESTED ACTION:

Approve the appointment of Andrea Diamond to the Environmental Commission, term ending March 31, 2015.

ATTACHMENTS:

Commission application.

AGENDA ITEM NO. 2

Andrea Diamond & Richard Borland
[redacted]

CITY of CALABASAS

APPLICATION FOR APPOINTMENT

RECEIVED
OCT 21 2013
CITY OF CALABASAS
CITY CLERKS OFFICE

AS A MEMBER OF:

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

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

If yes, when:

NAME: Andrea L. Diamond

ADDRESS: [redacted]

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

HOME TELEPHONE: [redacted] CELL PHONE: [redacted]

E-MAIL: HOME FAX:

REGISTERED VOTER IN CALABASAS? ☒ YES ☐ NO

BUSINESS TELEPHONE: [redacted] BUSINESS FAX: N/A

OCCUPATION: Exec. Director Education / teacher EMPLOYER: Programs After School Gems Club

BUSINESS ADDRESS: [redacted]

TYPE OF BUSINESS: Education

EDUCATION:
A.A. Citrus College
B.A. University of San Diego
Teaching certificates from:
National Parks
State Parks
NASA / JPL

CIVIC AFFILIATIONS: Los Angeles Chamber of Commerce
Thousand Oaks Chamber of Commerce
Calabasas Chamber of Commerce
Board of Directors Endeavor Institute
Board of Directors Spotlight on the Arts
Board Calabasas Historical Society - Education Liaison
Calabasas Pumpkin Festival Committee
COMMUNITY INTERESTS: Children's Nature Institute - Board of Directors
LA's Best - mayor's office for Richard Riordan & Tom Bradley
Environmental preservation & open space & public space.
Community Education for Families & their children

PLEASE GIVE A BRIEF STATEMENT AS TO WHY YOU ARE INTERESTED IN SERVING ON THIS COMMISSION OR BOARD: 50 years of service: 2001
I've lived in Calabasas for 42 yrs.. Since ~~1971~~ I've served the Community of Calabasas & greater Conejo Valley. Before moving to Calabasas I volunteered & served on boards in the field of Environmental Education. Since I was a teen in my hometown Community, beginning with Girlscouts, I dedicated my professional life & my civic life to the education & preservation of our State's natural beauty & resources.

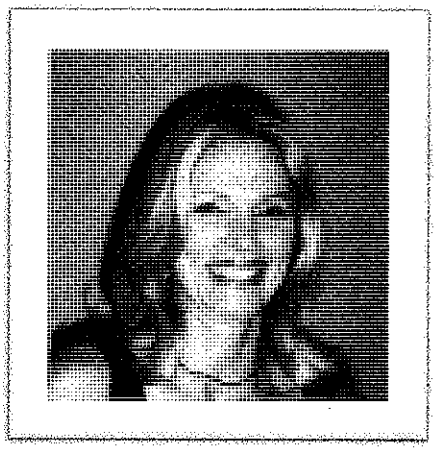
* Please see attached Brief biography. For a more detailed biography just contact me & I can furnish you with that as well as references.

DATE: 10/14/2013 Andrea L. Diamond
SIGNATURE OF APPLICANT

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

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

Andrea Diamond



VICE PRESIDENT OF EDUCATION Programs After School, Inc.

Mrs. Diamond is a naturalist educator. She has over 25 years of teaching experience. Andrea has taught in four public school districts and independent schools as an independent art, math and science specialist. She is experienced at teaching middle school and high school children but really loves the elementary school level.
Her unique teaching methods provide for advanced and multi-dimensional learning of science, math and art.
She has presented her novel methodology with enormously positive feedback, to many forums for educators, instructors and women in business.
She is strongly affiliated with the Mountains Recreation and Conservation Authority, Santa Monica Mountains Conservancy and the California Department of Fish and Game, as an active nature guide and teacher for outdoor education and nature appreciation programs. Andrea has received awards from the California State Assembly and Legislature, California Dept. of Energy and an award from Colin Powell for her unique environmental education programs.

Andrea currently serves as an education liaison officer of the Calabasas Historical Society. She received a ceramics scholarship in her high school senior year and attended Citrus College. She went on to obtain her Bachelors degree in Art from UC San Diego. She obtained her certification as a NASA/JPL STEM educator. She was elected to the Board of Directors of the Endeavour Institute in December 2011.

Approved by City Manager:

CITY *of* CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 4, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: SPARKY COHEN, BUILDING OFFICIAL S.C.

SUBJECT: INTRODUCTION OF ORDINANCE NO. 2013-308 ADOPTING THE CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2013 CALIFORNIA BUILDING STANDARDS CODE PARTS 2 THROUGH 6, PART 8, PART 9, AND PART 11, AND ADOPTING LOCAL AMENDMENTS THERETO.

MEETING DATE: NOVEMBER 13, 2013

SUMMARY RECOMMENDATION:

Staff recommends that the City Council introduce Ordinance No. 2013-308, which proposes adoption of the 2013 California Building Standards Code (California Code of Regulations Title 24) with minimal local amendments.

BACKGROUND:

The adopted building codes for the City of Calabasas are located in Chapter 15.04 of the Municipal Code. Primarily, these provisions are directly related to the California Building Standards Code (the Codes), which is published in its entirety every three years by order of the California legislature. The Codes apply to all occupancies in the State of California unless otherwise annotated.

DISCUSSION/ANALYSIS:

Section of 17958 of the California Health and Safety Code requires that the latest California Codes apply to local jurisdictions 180 days after they become effective at the State level. On July 1, 2013, The California Building Standards Commission (the Commission) adopted the 2013 Edition of the Building Standards Codes and they must become effective at the local level by January 1, 2014.

In July of 2013, the Commission completed the adoption and approval of the following building standards that are applicable to the City:

2013 CALIFORNIA BUILDING CODE – Part 2

2013 CALIFORNIA RESIDENTIAL CODE – Part 2.5

2013 CALIFORNIA ELECTRICAL CODE – Part 3

2013 CALIFORNIA MECHANICAL CODE – Part 4

2013 CALIFORNIA PLUMBING CODE – Part 5

2013 CALIFORNIA ENERGY CODE – Part 6

2013 CALIFORNIA HISTORICAL BUILDING CODE – Part 8

2013 CALIFORNIA FIRE CODE – Part 9

2013 CALIFORNIA GREEN BUILDING STANDARDS CODE – Part 11

The approach for proposed amendments this triennial cycle is significantly different than the last City building code adoption process in 2010. Staff recommends that the City Council delete Municipal Code Section 15.04 in its entirety and simply adopt: (i) each of the referenced nine State Codes with their applicable administrative provisions, (ii) one new proposed amendment, and (iii) two existing amendments. Ordinance 2013-308 will accomplish these tasks.

The one new amendment proposed is in Section 15.04.030, which is in regards to Building Code related appeals and the process for establishing appeal boards. Staff also only recommends maintaining two historic amendments, one of which is in Section 15.04.350 regarding disaster responses and the safety assessment placards utilized for posting observed structures. The second amendment proposed to be maintained is in Section 15.04.960 regarding the Green Building Standards Code and the authority provided to the Building Official to establish checklists that identify mandatory and voluntary measures for particular projects.

The County of Los Angeles Fire Department (Fire Department) provides fire protection services for the City of Calabasas and they serve as Fire Code Officials to the city via enforcement of the 2011 Consolidated Fire Protection District Code of Los Angeles County (Section 15.04.900 of Ordinance 2013-308). It is anticipated that at some point in time early during 2014, the Fire Department will update the Consolidated Fire Protection District Code of Los Angeles County following the triennial code cycle pattern; staff will bring those revisions forward to Council for consideration at that time.

A complete set of the 2013 California Building Standards Codes is available for review in the office of Building and Safety. The new codes will also soon be available for viewing by visiting the Building Standards Commissions website at http://www.bsc.ca.gov/ .

FISCAL IMPACT/SOURCE OF FUNDING:

None. The 2013 – 2014 annual budget considered the triennial code cycle and the cost of new code books and training are accounted for in the budget. Also, no new fees are proposed by this Ordinance.

REQUESTED ACTION:

Staff recommends that the City Council Introduce Ordinance No. 2013-308 which proposes adoption of the 2013 California Building Code (California Code of Regulations, Title 24, Parts 2 to 6, 8, 9, and 11) with local amendments.

ATTACHMENTS:

1. Ordinance 2013-308
2. Exhibit 1 – Ordinance 2013-308, Findings of local conditions
3. Strikeouts and underlined copy of proposed building codes

ORDINANCE NO. 2013–308

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, CALIFORNIA CODE OF REGULATIONS - TITLE 24, THE 2013 CALIFORNIA BUILDING STANDARDS CODE PARTS 2 THROUGH 6, PART 8, AND PART 11, AND ADOPTING LOCAL AMENDMENTS THERETO IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 17922, 17958 AND 18941.5.

WHEREAS, the City Council of the City of Calabasas does hereby find that there is a need to enforce the most current editions of the California Building Standards Code, with local amendments thereof, as recited herein for regulating and controlling the design, erection, construction, enlargement, installation, alteration, repair, relocation, removal, use and occupancy, demolition, conversion, height and area, location and maintenance, and quality of materials of all buildings and structures and plumbing, mechanical, electrical and fire suppression systems and certain equipment within the City; and

WHEREAS, pursuant to section 17951 (e) of the Health and Safety Code, local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of California Health & Safety Code sections 18941.5, 17958, 17598.5 and 17958.7; and

WHEREAS, pursuant to sections 17922, 17958, 17958.5 and 17958.7 of the California Health & Safety Code, the City may adopt the provisions of the Uniform Building, Plumbing, Mechanical, and Electric Codes with certain amendments to the provisions of the codes, which are reasonably necessary to protect the health and welfare of citizens of Calabasas because of local climatic conditions; and

WHEREAS, given that the Southern California region has been determined by the California Air Pollution Control Board to be a non-attainment area for air quality, and the City of Calabasas is part of the Southern California region; and, given the City of Calabasas is located specifically at the western extreme of the San Fernando Valley, serving as the gateway to the Santa Monica Mountains Recreation Area, which is a highly valued natural resource and recreation area serving the region, state, and nation with an estimated visitation by approximately 35 Million visitors annually; and, given that the Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City;

and, given that the construction activity in the City of Calabasas requires building permits and the City issues approximately 1800 permits annually; and

WHEREAS, the City Council does hereby further find that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the California Building Standards Code, and amendments to the Calabasas Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code will not adversely affect the environment in any manner that could be significant; and

WHEREAS, to provide adequate protection under the local climatic conditions set forth above, and as more fully set forth in Exhibit 1 to this ordinance, the City of Calabasas makes the following findings and determinations relative to the adoption of administrative amendments, and where appropriate, the adoption of more restrictive Building Standards Code provisions than those of the 2013 California Green Building Standards Code.

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

SECTION 1. Chapter 15.04. of the Calabasas Municipal Code is hereby repealed in its entirety and readopted to read as follows:

Article I. California Building Code

15.04.010 2013 California Building Code adopted.

A. The 2013 California Building Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.030 2013 California Building Code Administrative Provisions Adopted.

A. The Administrative Provisions of the 2013 California Building Code contained in Division II of Chapter I of Part 2, Title 24 California Code of Regulations are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. Appeals Boards

Administrative Provisions Section 113, of Chapter I Division II of the 2013 California Building Code, is amended to read as follows:

113 Appeals Boards

113.1 General

In order to hear and decide appeals of orders, decisions, or determinations of the building official regarding materials or methods of construction pertaining to: the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, or the Green Building Standards Code, where necessary the City Council shall appoint upon nomination of the City Manager a Board of Appeals under this code with appropriate technical qualifications. Such nominees shall not include city employees.

113.2 Limitations on Authority.

(a) An application for appeal shall be based on a claim that a decision of the building official to prohibit the use of materials or methods of construction reflects one of the following errors: (i) the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, (ii) the provisions of this code do not fully apply according to their terms, or (iii) the materials or methods of constructions proposed are equally well or better suited to accomplish the purposes of this code than those otherwise required by this code.

(b) The Board of Appeals shall have no authority to: (i) waive the requirements of this code, (ii) to consider, decide or rule on the existence or nonexistence of any activity, condition, or use involving real property and/or any

structure and other improvements on real property that the building official or another authorized agent of the city has determined to violate Title 15 or any other provision of the Calabasas Municipal Code, or (iii) consider, decide or rule whether persons are or are not responsible for violations of the Calabasas Municipal Code or public nuisances or what actions are required by responsible persons to correct or abate violations of the Calabasas Code or public nuisances.

113.3 Procedures.

A person seeking an appeal under this Section 113 shall file an appeal on a form furnished by the building official and pay an appeal fee in an amount established from time to time by resolution of the City Council. That fee shall be sufficient to cover the cost of the building official's obtaining a written interpretation of relevant provisions of this Title 15 by the International Code Council or any successor thereto. The Board of Appeals may, after hearing, adopt that written interpretation as the decision of the Board. If the Board of Appeals does not adopt that written interpretation, it shall state its reasoning in writing. The Board may establish, by a regulation published in the manner required of ordinances of the City Council, procedures for the conduct of appeals under this Section 113. Judicial review of a decision of the Board of Appeal under this Section 113 may be had pursuant to Code of Civil Procedure Section 1094.5. Judicial review of any decision of the building official not subject to appeal under this Section 105 may be had pursuant to Code of Civil Procedure Section 1085.

15.04.350 Safety assessment placards.

A. Intent. This section established standard placards to be used to indicate the condition of a structure for continued occupancy. The section further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

B. Application of Provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city of Calabasas. The city council may extend the provisions as necessary.

C. Definitions. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

D. Placards. The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.

1. "INSPECTED—Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
2. "RESTRICTED USE" is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
3. "UNSAFE—Do Not Enter or Occupy" is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

(b) The ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.

(c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

Article II. California Residential Code

15.04.410 2013 California Residential Code adopted.

A. The 2013 California Residential Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures of detached one-and-two-family dwelling, townhouse not more than three stories above grade plane in height, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to

the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.430 2013 California Residential Code Administrative Provisions Adopted.

A. Chapter I Division II Administrative Provisions of the 2013 California Residential Code are hereby adopted by reference.

B. The 2013 California Residential Code Chapter I Division II Board of Appeals Section R112 is amended to read as follows:

R112 Board of Appeals

Appeals pertaining to the Residential Building Code, shall be governed Calabasas Municipal Code Section 15.04.030.

Article III. California Mechanical Code

15.04.510 2013 California Mechanical Code adopted.

A. The 2013 California Mechanical Code, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the city, provides for the issuance of permits and collection of fees therefore and provides for penalties for the violation thereof, with certain changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.530 2013 California Mechanical Code Administrative Provisions Adopted.

A. Division II of Chapter I Administrative Provisions of the 2013 California Mechanical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. The 2013 California Mechanical Code Division II of Chapter I Section 108.0 Board of Appeals is amended to read as follows:

108.0 Board of Appeals

Appeals pertaining to the Mechanical Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

Article IV California Plumbing Code

15.04.560 2013 California Plumbing Code adopted.

(A) The 2013 California Plumbing Code inclusive of 2013 California Plumbing Code Appendix A, Appendix B, Appendix C, Appendix D, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix L which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

(B) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.580 2013 California Plumbing Code Administrative Provisions Adopted.

A. Division II of Chapter I Administrative Provisions of the 2013 California Plumbing Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and

accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2013 California Plumbing Code Division II of Chapter I Section 102.3 Board of Appeals is amended to read as follows:

102.3 Board of Appeals

Appeals pertaining to the Plumbing Code, shall be governed Calabasas Municipal Code Section 15.04.030.

Article V. 2010 California Electrical Code.

15.04.720 2013 California Electrical Code adopted.

A. The 2013 California Electrical Code, together with the appendices, which provides minimum requirements and standards for the protection of the public health, safety, and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

15.04.740 2013 California Electrical Code - General Code "Administrative" Provisions Adopted.

A. California Article 89 General Code Provisions of the 2013 California Electrical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2013 California Electrical Code California Article 89 General Code Provisions Section 89.108.8 Appeals Board is amended to read as follows:

89.108.8 Appeals Board

Appeals pertaining to the Electrical Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

Article VI. California Energy Code.

15.04.800 2013 California Energy Code adopted.

A. The 2013 California Energy Code, together with the appendices, which regulate the building envelope, space-conditioning systems, water-heating systems, outdoor lighting systems and signs located either indoors or outdoors within the city, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

Article VII. California Historical Building Code.

15.04.820 2013 California Historical Building Code adopted.

A. The 2013 California Historical Building Code, which provides regulations, minimum requirements and standards for the preservation, restoration, rehabilitation, relocation of buildings or properties designated as historical building or properties, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

Article VIII 2013 California Fire Code.

15.04.900 2013 California Fire Code.

A. The 2013 California Fire Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

Article IX 2013 California Green Building Standards Code

15.04.950 2013 California Green Building Standards Code adopted.

A. The 2013 California Green Building Standards Code, together with its appendices, which regulate the planning, design, construction, operation, replacement, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such building structures throughout the State of California, are hereby adopted by reference, and ordinances of the city which conflict with that Code are hereby repealed to the extent of the conflict.

B. All of the regulations, provisions, conditions, and terms of the 2013 California Green Building Standards Code, together with its appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this chapter.

15.04.960 Section 101.10 Mandatory requirements.

101.10 This code contains both voluntary and mandatory green building measures. The Building Official shall have the authority to develop checklists identifying appropriate mandatory and voluntary measures for different

types of construction projects but, in so doing, shall implement and not amend the requirements of this code and the codes it adopts by reference.

Article X. Fees

15.04.970 Notwithstanding the provisions of this Chapter, the amount of every fee set forth in the code shall be the fee set forth in the most current resolution of the city council establishing fees.

Article XI. Violations Abatement and Penalties.

15.04.980 Violation—Nuisance—Civil remedies available.

A. A violation of any of the provisions of this chapter or the codes adopted shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisance.

B. Penalty.

Every person violating any provision of this chapter, including but not limited to any provision of the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, or the Green Building Standards Code, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not-to-exceed one thousand dollars ($1,000.00) or imprisonment not-to-exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

C. When seeking remedies under this section 15.04.980, the city may seek either or both remedies hereunder.

SECTION 2. Findings. The City Council hereby adopts the findings set forth in **Exhibit 1** as if fully set forth herein. The City Council finds that each amendment to the Building Standards Code was an administrative change for which no findings need be legally made and/or was made due to local climatic conditions and given that the amended Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City.

SECTION 3. References in Documents and Continuing Legal Effect. References to prior versions of any portion of the Building Standards Code, or of the Calabasas Municipal Code that are amended or renumbered in this Municipal Code, that are cited on notices issued by the City or other documents of ongoing or continuing legal effect, including resolutions adopting or imposing fees or charges, until converted, are deemed to be references to the new counterpart part of the Building Standards Code or amended Municipal Code sections for the purposes of notice and enforcement. The provisions adopted hereby shall not in any manner affect deposits, established fees or other matters of record which refer to, or are otherwise connected with, ordinances which are specifically designated by number, code section or otherwise, but such references shall be deemed to apply to the corresponding provisions set forth in the code sections adopted or amended hereby.

SECTION 4. Continuity. To the extent the provisions of this Ordinance are substantially the same as previous provisions of the Calabasas Municipal Code, these provisions shall be construed as continuations of those provisions and not as new enactments.

SECTION 5. No Effect on Enforceability. The repeal of any sections of the Municipal Code, shall not affect or impair any act done, or right vested or approved, or any proceeding, suit or prosecution had or commenced in any cause before such repeal shall take effect; but every such act, vested right, proceeding, suit, or prosecution shall remain in full force and effect for all purposes as if the applicable provisions of the Municipal Code, or part thereof, had remained in force and effect. No offense committed and no liability, penalty, or forfeiture, either civil or criminal, incurred prior to the repeal or alteration of any applicable provision of the 2013 Code as amended, shall be discharged or affected by such repeal or alteration but prosecutions and suits for such offenses, liabilities, penalties or forfeitures shall be instituted and proceed in all respects as if the applicable provisions of the 2010 Code, as amended, had not been repealed or altered.

SECTION 6. CEQA. This Ordinance is exempt from the California Environmental Quality Act pursuant to State Guidelines §15061 (b) (3) as a project that has no potential for causing a significant effect on the environment.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be processed in the manner required by law.

SECTION 8. Building Standards Commission. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission.

SECTION 9. Severability. Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been adopted irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 10. Publication. The City Clerk shall cause this Ordinance to be published in accordance with California Government Code Section 36933, shall certify to the adoption of this Ordinance, and shall cause this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City Council.

PASSED, APPROVED AND ADOPTED this 11th day of December, 2013.

_____
Fred Gaines, Mayor

ATTEST:

_____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott H. Howard, City Attorney

EXHIBIT 1

2013 California Building Standards Code

FACTUAL FINDINGS ESTABLISHING THE REASONABLE NEED FOR LOCAL AMENDMENTS TO PORTIONS OF THE BUILDING STANDARDS CODE BASED UPON CLIMATIC or ADMINISTRATIVE PROVISION

Section 1 of this Exhibit sets forth various findings that apply in Calabasas, explaining the administrative provisions and the local climatic conditions that necessitate the various changes.

Section 2 of this Exhibit explains which findings apply to which amendments.

In numerous instances herein, the City has opted to make findings even though it is not legally required to do so. For example, if a change to a building standard is administrative in nature, then no finding is legally required. Likewise, if a proposal does not contradict a building standard, but merely supplements the standard, then the city need not make a finding.

Section 1. General Findings

The following findings apply in the City of Calabasas, and explain why the changes to the Building Standards Code are necessary because of climatic or local administrative regulations in the city.

A. Climatic Conditions

Given that the Southern California region has been determined by the California Air Pollution Control Board to be a non-attainment area for air quality, and the City of Calabasas is part of the Southern California region; and, given the City of Calabasas is located specifically at the western extreme of the San Fernando Valley, serving as the gateway to the Santa Monica Mountains Recreation Area, which is a highly valued natural resource and recreation area serving the region, state, and nation with an estimated visitation by approximately 35 Million visitors annually; and, given that the Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City; and, given that the construction activity in the City of Calabasas requires building permits and the City issues approximately 1800 permits annually.

B. Administrative Regulations

Local regulations necessary to carry out the application of the CBSC that do not establish building standards may be enacted without meeting the requirements of the HSC sections 18941.5, 17958, 17958.5 and 17958.7. Additional amendments have been made to Codes. Through recommendation of the City Attorney, City Prosecutor, or the Community Development Department, such amendments are hereby found to be either administrative or procedural in nature which do not impact the technical standards within the California Building Standards Codes or concern themselves with subjects which are not covered in such Codes. The changes made

include provisions making each of said Codes compatible with other Codes and Ordinances enforced by the City.

C. Not Applicable (N/A). No findings need to be made, because the code section that is at issue does not amend any building standard.

Section 2 – Which Findings Apply to Which Amendments

Amendments to the 2013 Edition of the California Codes are found reasonably necessary based on the climatic condition cited within this Ordinance and Section 1 above or for an administrative process as follows.

Municipal Code Section - California Building Standard Code Provision	Applicable Finding
15.04.010 2013 California Building Code adopted.	**N/A**
15.04.030 2013 California Building Code Administrative Provisions adopted.	**B**
15.04.030 C. Building Code Appeals Boards amended.	**B**
15.04.350 Safety assessment placards	**B**
15.04.410 California Residential Code adopted.	**B**
15.04.410 A California Residential Code adopted.	**B**
15.04.420 Penalty California Residential Code.	**B**
15.04.430 Residential Code Administrative Provisions adopted.	**B**
15.04.430 A. Administrative Provisions California Residential Code adopted.	**B**
15.04.430 B. California Residential Code Appeals Board.	**B**
15.04.510 California Mechanical Code adopted.	**N/A**
15.04.510 A. Mechanical Code adopted.	**B**
15.04.530 California Mechanical Code Administrative Provisions adopted.	**B**
15.04.530 A. Administrative Provisions Mechanical Code adopted.	**B**
15.04.530 B. Administrative Provisions Mechanical Code adopted.	**B**
15.04.530 C. Mechanical Code Board of Appeals amended.	**B**
15.04.560 California Plumbing Code adopted.	**B**
15.04.560 A. California Plumbing Code Appendices adopted.	**B**

Municipal Code Section - California Building Standard Code Provision	Applicable Finding
15.04.580 Plumbing Code Administrative Provisions adopted.	**B**
15.04.580 A. Administrative Provisions Plumbing Code adopted.	**B**
15.04.580 B. Administrative Provisions Plumbing Code adopted.	**B**
15.04.580 C. Plumbing Code Board of Appeals is amended.	**B**
15.04.720 Electrical Code adopted.	**N/A**
15.04.720 A. Electrical Code adopted.	**N/A**
15.04.740 Deleted.	**N/A**
15.04.740 Electrical Code Administrative Provisions adopted.	**B**
15.04.740 A. Electrical Code Administrative Provisions adopted.	**B**
15.04.740 B. Electrical Code Administrative Provisions adopted.	**B**
15.04.530 C. Electrical Code California Appeals Boards amended	**B**
15.04.800 Energy Code adopted.	**B**
15.04.800 A. Energy Code adopted.	**B**
15.04.820 Historical Building Code adopted.	**B**
15.04.820 (A) Historical Building Code adopted.	**B**
15.04.830 Penalty Historical Building Code.	**B**
15.04.900 Fire Code adopted	**N/A**
15.04.950 Green Building Standards Code adopted.	**N/A**
15.04.960 Green Building Standards Code amended.	**A**
Article X Renumbered- combined/relocated provisions added	**B**
Municipal Code Article XI Renumbered- combined/relocated provisions added	**N/A**

ITEM 3
Attachment 3
Staff Report – Ordinance 2013-308
Strikeouts and Underlines –CMC Chapter 15.04 - 2010/2013 Building Codes

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Article I. California Building Code

15.04.010 ~~2010~~2013 California Building Code adopted.

A. The ~~2010~~2013 California Building Code, together with their appendices, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

~~**15.04.020 Penalty.**~~

~~Every person violating any provision of the 2010 California Building Code and appendices, adopted by reference by 15.04.010, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not-to-exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

15.04.030 ~~2010~~ 2013 California Building Code Administrative Provisions Adopted.

A. The Administrative Provisions of the ~~2010~~ 2013 California Building Code contained in Division II of Chapter I of Part 2, Title 24 California Code of Regulations are hereby adopted by reference pursuant to Government Code sections 50022.2 though 50022.10~~ without amendment~~.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. Appeals Boards

Administrative Provisions Section 113, of Chapter I Division II of the 2013 California Building Code, is amended to read as follows:

113 Appeals Boards

113.1 General

In order to hear and decide appeals of orders, decisions, or determinations of the building official regarding materials or methods of construction pertaining to: the Building Code, Residential Code, Plumbing Code, Electrical Code, Energy Code, Historical Building

Code, Fire Code, or the Green Building Standards Code, where necessary the City Council shall appoint upon nomination of the City Manager a Board of Appeals under this code with appropriate technical qualifications. Such nominees shall not include city employees.

113.2 Limitations on Authority.

(a) An application for appeal shall be based on a claim that a decision of the building official to prohibit the use of materials or methods of construction reflects one of the following errors: (i) the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, (ii) the provisions of this code do not fully apply according to their terms, or (iii) the materials or methods of constructions proposed are equally well or better suited to accomplish the purposes of this code than those otherwise required by this code.

(b) The Board of Appeals shall have no authority to: (i) waive the requirements of this code, (ii) to consider, decide or rule on the existence or nonexistence of any activity, condition, or use involving real property and/or any structure and other improvements on real property that the building official or another authorized agent of the city has determined to violate Title 15 or any other provision of the Calabasas Municipal Code, or (iii) consider, decide or rule whether persons are or are not responsible for violations of the Calabasas Municipal Code or public nuisances or what actions are required by responsible persons to correct or abate violations of the Calabasas Code or public nuisances.

(c) The limitations of this section 113.2 shall apply equally to any appellate body established by the Electrical, Mechanical or Plumbing Codes of the City.

113.3 Procedures.

A person seeking an appeal under this Section 113 shall file an appeal on a form furnished by the building official and pay an appeal fee in an amount established from time to time by resolution of the City Council. That fee shall be sufficient to cover the cost of the building official's obtaining a written interpretation of relevant provisions of this Title 15 by the International Code Council or any successor thereto. The Board of Appeals may, after hearing, adopt that written interpretation as the decision of the Board. If the Board of Appeals does not adopt that written interpretation, it shall state its reasoning in writing. The Board may establish, by a regulation published in the manner required of ordinances of the City Council, procedures for the conduct of appeals under this Section 113. Judicial review of a decision of the Board of Appeal under this Section 113 may be had pursuant to Code of Civil Procedure Section 1094.5. Judicial review of any decision of the building official not subject to appeal under this Section 105 may be had pursuant to Code of Civil Procedure Section 1085.

~~**15.04.040 Definitions.**~~

~~Notwithstanding the provisions of Section 15.04.010, whenever the names or terms defined in this section are used in this code, each such name or term shall be deemed or construed to have in the meaning ascribed to it in this section.~~

~~"Board of supervisors" means the city of Calabasas city council.~~

"Building official and engineer" or "County engineer" means the building official of the city of Calabasas.

"County" or "County of Los Angeles" or "Unincorporated Territory of the County of Los Angeles" means the city of Calabasas.

"Grading code" means Article V Title 17, grading and site development standards of the Calabasas Municipal Code.

(Ord. 2003-178 § 5, 2003: Ord. 99-142 § 5, 1999)

15.04.200 Structural amendments.

Chapter 16 of the 2010 California Building Code is amended to read as follows:

1613.6.1 Assumption of flexible diaphragm. Add the following text at the end of Section 12.3.1.1 of ASCE 7:

Diaphragms constructed of wood structural panels or un-topped steel decking shall also be permitted to be idealized as flexible, provided all of the following conditions are met:

1. Toppings of concrete or similar materials are not placed over wood structural panel diaphragms except for nonstructural toppings no greater than 1 ½ inches (38 mm) thick.

2. Each line of vertical elements of the lateral-force-resisting system complies with the allowable story drift of Table 12.12-1.

3. Vertical elements of the lateral-force-resisting system are light-framed walls sheathed with wood structural panels rated for shear resistance or steel sheets.

4. Portions of wood structural panel diaphragms that cantilever beyond the vertical elements of the lateral seismic-force-resisting system are designed in accordance with section 4.2.5.2 of AF&PASDPWS.

Exception: For buildings two stories or less in height with diaphragms constructed of wood structural panels, the cantilevered portion may be analyzed using flexible diaphragm assumption, provided the length of the overhang does not exceed fifteen (15) percent of the distance between the lateral force resisting system adjacent to the cantilevered portion in the same direction nor one-fourth the width of the diaphragm, where the width is the dimension of the diaphragm perpendicular to the overhang.

Section 1613.6.7 of the 2013 California Building Code is amended to read as follows:

Equation 16-44.

$$\delta M = C_d \delta_{max} \frac{}{I}$$

where:

Cd = Deflection amplification factor in Table 12.2-1 of ASCE 7.

δmax = Maximum displacement defined in Section 12.8.4.3 of ASCE 7.

I = Importance factor in accordance with Section 11.5.1 of ASCE 7.

Section 1613.8 is added to Chapter 16 of the 2013 California Building Code to read as follows:

Section 1613.8 ASCE 7, Table 12.8-2. Modify ASCE 7 Table 12.8-2 by adding the following:

Structure Type	C1	X
Eccentrically braced steel frames and buckling-restrained braced frames	0.03 (0.0731) 3	0.75

Section 1613.9 is added to the California Building Code as follows:

1613.9 ASCE 7, 12.2.3.1, Exception 3. Modify ASCE 7 Section 12.2.3.1 Exception 3 to read as follows:

3. Detached one and two family dwellings up to two stories in height of light frame construction.

Section 1613.10 is added to the California Building Code as follows:

1613.10 ASCE 7, Section 12.8.7 Modify ASCE 7 Section 12.8.7 by amending Equation 12.8-16 as follows:

$$\theta = \frac{P_x \Delta I}{V_x h_{sx} C_d} \qquad (12.8\text{-}16)$$

Section 1613.11 is added to the California Building Code as follows:

1613.11 ASCE7, Section 12.11.2.2.3 Modify ASCE 7, Section 12.2.4 to read as follows:

12.11.2.2.3 Wood Diaphragms. In wood diaphragms, the continuous ties shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal nor shall wood ledgers or framing be used in cross grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For structures assigned to Seismic Design Category D, E or F, wood diaphragms supporting concrete or masonry walls shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

Section 1613.12 is added to the California Building Code as follows:

1613.12 Seismic Design Provisions for Hillside Buildings.

1613.12.1 Purpose. The purpose of this section is to establish minimum regulations for the design and construction of new buildings and additions to existing buildings when constructing such buildings on or into slopes steeper than one unit vertical in three units horizontal (33.3%). These regulations establish minimum standards for seismic force resistance to reduce the risk of injury or loss of life in the event of earthquakes.

1613.12.2 Scope. The provisions of this section shall apply to the design of the lateral force resisting system for hillside buildings at and below the base level diaphragm. The design of the lateral-force-resisting system above the base level diaphragm shall be in accordance with the provisions for seismic and wind design as required elsewhere in this division.

EXCEPTION: Non-habitable accessory buildings and decks not supporting or supported from the main building are exempt from these regulations.

1613.12.3 Definitions. For the purposes of this section certain terms are defined as follows:

BASE LEVEL DIAPHRAGM is the floor at, or closest to, the top of the highest level of the foundation.

DIAPHRAGM ANCHORS are assemblies that connect a diaphragm to the adjacent foundation at the uphill diaphragm edge.

DOWNHILL DIRECTION is the descending direction of the slope approximately perpendicular to the slope contours.

FOUNDATION is concrete or masonry which supports a building, including footings, stem walls, retaining walls, and grade beams.

FOUNDATION EXTENDING IN THE DOWNHILL DIRECTION is a foundation running downhill and approximately perpendicular to the uphill foundation.

HILLSIDE BUILDING is any building or portion thereof constructed on or into a slope steeper than one unit vertical in three units horizontal (33.3%). If only a portion of the building is supported on or into the slope, these regulations apply to the entire building.

PRIMARY ANCHORS are diaphragm anchors designed for and providing a direct connection as described in Sections 1613.12.5 and 1613.12.7.3 between the diaphragm and the uphill foundation.

SECONDARY ANCHORS are diaphragm anchors designed for and providing a redundant diaphragm to foundation connection, as described in Sections 1613.12.6 and 1613.12.7.4.

UPHILL DIAPHRAGM EDGE is the edge of the diaphragm adjacent and closest to the highest ground level at the perimeter of the diaphragm.

UPHILL FOUNDATION is the foundation parallel and closest to the uphill diaphragm edge.

1613.12.4 Analysis and Design.

1613.12.4.1 General. Every hillside building within the scope of this section shall be analyzed, designed, and constructed in accordance with the provisions of this division. When the code prescribed wind design produces greater effects, the wind design shall govern, but detailing requirements and limitations prescribed in this and referenced sections shall be followed.

1613.12.4.2 Base Level Diaphragm Downhill Direction. The following provisions shall apply to the seismic analysis and design of the connections for the base level diaphragm in the downhill direction.

1613.12.4.2.1 Base for Lateral Force Design Defined. For seismic forces acting in the downhill direction, the base of the building shall be the floor at or closest to the top of the highest level of the foundation.

1613.12.4.2.2 Base Shear. In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 4.5 for bearing wall and building frame systems. The total base shear shall include the forces tributary to the base level diaphragm including forces from the base level diaphragm.

1613.12.5 Base Shear Resistance Primary Anchors.

1613.12.5.1 General. The base shear in the downhill direction shall be resisted through primary anchors from diaphragm struts provided in the base level diaphragm to the foundation.

1613.12.5.2 Location of Primary Anchors. A primary anchor and diaphragm strut shall be provided in line with each foundation extending in the downhill direction. Primary anchors and diaphragm struts shall also be provided where interior vertical lateral force resisting elements occur above and in contact with the base level diaphragm. The spacing of primary anchors and diaphragm struts or collectors shall in no case exceed 30 feet (9144 mm).

1613.12.5.3 Design of Primary Anchors and Diaphragm Struts. Primary anchors and diaphragm struts shall be designed in accordance with the requirements of Section 1613.12.8.

1613.12.5.4 Limitations. The following lateral-force-resisting elements shall not be designed to resist seismic forces below the base level diaphragm in the downhill direction:

1. Wood structural panel wall sheathing,

2. Cement plaster and lath,

3. Gypsum wallboard, and

4. Tension only braced frames.

Braced frames designed in accordance with the requirements of Section 2205.2.2 may be used to transfer forces from the primary anchors and diaphragm struts to the foundation provided lateral forces do not induce flexural stresses in any member of the frame or in the diaphragm struts. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.

1613.12.6. Base Shear Resistance Secondary Anchors.

161312.6.1 General. In addition to the primary anchors required by Section 1613.12.5, the base shear in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in the base level diaphragm.

EXCEPTION: Secondary anchors are not required where foundations extending in the downhill direction spaced at not more than 30 feet (9144 mm) on center extend up to and are directly connected to the base level diaphragm for at least 70% of the diaphragm depth.

1613.12.6.2 Secondary Anchor Capacity and Spacing. Secondary anchors at the base level diaphragm shall be designed for a minimum force equal to the base shear, including forces tributary to the base level diaphragm, but not less than 600 pounds per lineal foot (8.76 kN/m). The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of four feet (1219 mm) on center.

1613.12.6.3 Design. Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.12.8.

1613.12.7 Diaphragms Below the Base Level Downhill Direction. The following provisions shall apply to the lateral analysis and design of the

~~connections for all diaphragms below the base level diaphragm in the downhill direction.~~

~~**1613.12.7.1 Diaphragm Defined.** Every floor level below the base level diaphragm shall be designed as a diaphragm.~~

~~**1613.12.7.2 Design Force.** Each diaphragm below the base level diaphragm shall be designed for all tributary loads at that level using a minimum seismic force factor not less than the base shear coefficient.~~

~~**1613.12.7.3 Design Force Resistance-Primary Anchors.** The design force described in Section 1613.8.7.2 shall be resisted through primary anchors from diaphragm struts provided in each diaphragm to the foundation. Primary anchors shall be provided and designed in accordance with the requirements and limitations of Section 1613.12.5.~~

~~**1613.12.7.4 Design Force Resistance-Secondary Anchors.**~~

~~**1613.12.7.4.1 General.** In addition to the primary anchors required in Section 1613.12.7.3, the design force in the downhill direction shall be resisted through secondary anchors in the uphill foundation connected to diaphragm struts in each diaphragm below the base level.~~

~~EXCEPTION: Secondary anchors are not required where foundations extending in the downhill direction, spaced at not more than 30 feet (9144 mm) on center, extend up to and are directly connected to each diaphragm below the base level for at least 70% of the diaphragm depth.~~

~~**1613.12.7.4.2 Secondary Anchor Capacity.** Secondary anchors at each diaphragm below the base level diaphragm shall be designed for a minimum force equal to the design force but not less than 300 pounds per lineal foot (4.38 kN/m). The secondary anchors shall be uniformly distributed along the uphill diaphragm edge and shall be spaced a maximum of four feet (1219 mm) on center.~~

~~**1613.12.7.4.3 Design.** Secondary anchors and diaphragm struts shall be designed in accordance with Section 1613.12.8.~~

~~**1613.12.8 Primary and Secondary Anchorage and Diaphragm Strut Design.** Primary and secondary anchors and diaphragm struts shall be designed in accordance with the following provisions:~~

~~1. Fasteners. All bolted fasteners used to develop connections to wood members shall be provided with square plate washers at all bolt heads and nuts. Washers shall be minimum 3/16 inch (4.8 mm) thick and two inch (51 mm) square for 1/2-inch (12.7 mm) diameter bolts, and 1/4-inch (6.4 mm) thick and 2 1/2 inch (64 mm) square for 5/8 inch (15.9 mm) diameter or larger bolts. Nuts shall be wrench tightened prior to covering.~~

2. Fastening. The diaphragm to foundation anchorage shall not be accomplished by the use of toe-nailing, nails subject to withdrawal, or wood in cross-grain bending or cross-grain tension.

3. Size of Wood Members. Wood diaphragm struts collectors, and other wood members connected to primary anchors shall not be less than three inch (76 mm) nominal width. The effects of eccentricity on wood members shall be evaluated as required per Item 9.

4. Design. Primary and secondary anchorage, including diaphragm struts, splices, and collectors shall be designed for 125% of the tributary force.

5. Allowable Stress Increase. The one-third allowable stress increase permitted under Section 1605.3.2 shall not be taken when the working (allowable) stress design method is used.

6. Seismic Load Factor. The seismic load factor shall be 1.7 for steel and concrete anchorage when the strength design method is used.

7. Primary Anchors. The load path for primary anchors and diaphragm struts shall be fully developed into the diaphragm and into the foundation. The foundation must be shown to be adequate to resist the concentrated loads from the primary anchors.

8. Secondary Anchors. The load path for secondary anchors and diaphragm struts shall be fully developed in the diaphragm but need not be developed beyond the connection to the foundation.

9. Symmetry. All lateral force foundation anchorage and diaphragm strut connections shall be symmetrical. Eccentric connections may be permitted when demonstrated by calculation or tests that all components of force have been provided for in the structural analysis or tests.

10. Wood Ledgers. Wood ledgers shall not be used to resist cross-grain bending or cross-grain tension.

1613.12.9 Lateral-Force-Resisting Elements Normal to the Downhill Direction.

1613.12.9.1 General. In the direction normal to the downhill direction, lateral-force-resisting elements shall be designed in accordance with the requirements of this section.

1613.12.9.2 Base Shear. In developing the base shear for seismic design, the response modification coefficient (R) shall not exceed 4.5 for bearing wall and building frame systems.

1613.12.9.3 Vertical Distribution of Seismic Forces. For seismic forces acting normal to the downhill direction the distribution of seismic forces

~~over the height of the building using Section 12.8.3 of ASCE 7 shall be determined using the height measured from the top of the lowest level of the building foundation.~~

~~**1613.12.9.4 Drift Limitations.** The story drift below the base level diaphragm shall not exceed 0.005 times the story height. The total drift from the base level diaphragm to the top of the foundation shall not exceed 3/4 inch (19 mm). Where the story height or the height from the base level diaphragm to the top of the foundation varies because of a stepped footing or story offset, the height shall be measured from the average height of the top of the foundation. The story drift shall not be reduced by the effect of horizontal diaphragm stiffness.~~

~~Where code prescribed wind forces govern the design of the lateral force resisting system normal to the downhill direction, the drift limitation shall be 0.0025 for the story drift and the total drift from the base level diaphragm to the top of the foundation may exceed 3/4 inch (19 mm) when approved by the Department. In no case, however, shall the drift limitations for seismic forces be exceeded.~~

~~**1613.12.9.5 Distribution of Lateral Forces.**~~

~~**1613.12.9.5.1 General.** The design lateral force shall be distributed to lateral force resisting elements of varying heights in accordance with the stiffness of each individual element.~~

~~**1613.12.9.5.2 Wood Structural Panel Sheathed Walls.** The stiffness of a stepped wood structural panel shear wall may be determined by dividing the wall into adjacent rectangular elements, subject to the same top of wall deflection. Deflections of shear walls may be estimated by Section 2305.3.2. Sheathing and fastening requirements for the stiffest section shall be used for the entire wall. Each section of wall shall be anchored for shear and uplift at each step. The minimum horizontal length of a step shall be eight feet (2438 mm) and the maximum vertical height of a step shall be two feet, eight inches (813 mm).~~

~~**1613.12.9.5.3 Reinforced Concrete or Masonry Shear Walls.** Reinforced concrete or masonry shear walls shall have forces distributed in proportion to the rigidity of each section of the wall.~~

~~**1613.12.9.6 Limitations.** The following lateral force-resisting elements shall not be designed to resist lateral forces below the base level diaphragm in the direction normal to the downhill direction:~~

~~1. Cement plaster and lath,~~

~~2. Gypsum wallboard, and~~

~~3. Tension only braced frames.~~

~~Braced frames designed in accordance with the requirements of Chapter 22 of this Code may be designed as lateral force resisting elements in the direction normal to the downhill direction, provided lateral forces do not induce flexural stresses in any member of the frame. Deflections of frames shall account for the variation in slope of diagonal members when the frame is not rectangular.~~

~~**1613.12.10 Specific Design Provisions.**~~

~~**1613.12.10.1 Footings and Grade Beams.** All footings and grade beams shall comply with the following:~~

~~1. Grade beams shall extend at least 12 inches (305 mm) below the lowest adjacent grade and provide a minimum 24-inch (610 mm) distance horizontally from the bottom outside face of the grade beam to the face of the descending slope.~~

~~2. Continuous footings shall be reinforced with at least two No. 4 reinforcing bars at the top and two No. 4 reinforcing bars at the bottom.~~

~~3. All main footing and grade beam reinforcement steel shall be bent into the intersecting footing and fully developed around each corner and intersection.~~

~~4. All concrete stem walls shall extend from the foundation and reinforced as required for concrete or masonry walls.~~

~~**1613.12.10.2 Protection Against Decay and Termites.** All wood to earth separation shall comply with the following:~~

~~1. Where a footing or grade beam extends across a descending slope, the stem wall, grade beam, or footing shall extend up to a minimum 18 inches (457 mm) above the highest adjacent grade.~~

~~EXCEPTION: At paved garage and doorway entrances to the building, the stem wall need only extend to the finished concrete slab, provided the wood framing is protected with a moisture proof barrier.~~

~~2. Wood ledgers supporting a vertical load of more than 100 pounds per lineal foot (1.46 kN/m) and located within 48 inches (1219 mm) of adjacent grade are prohibited. Galvanized steel ledgers and anchor bolts, with or without wood nailers, or treated or decay resistant sill plates supported on a concrete or masonry seat, may be used.~~

~~**1613.12.10.3 Sill Plates.** All sill plates and anchorage shall comply with the following:~~

1. All wood-framed walls, including nonbearing walls, when resting on a footing, foundation, or grade beam stem wall, shall be supported on wood sill plates bearing on a level surface.

2. Power-driven fasteners shall not be used to anchor sill plates except at interior nonbearing walls not designed as shear walls.

1613.12.10.4 Column Base Plate Anchorage. The base of isolated wood posts (not framed into a stud wall) supporting a vertical load of 4000 pounds (17.8 kN) or more and the base plate for a steel column shall comply with the following:

1. When the post or column is supported on a pedestal extending above the top of a footing or grade beam, the pedestal shall be designed and reinforced as required for concrete or masonry columns. The pedestal shall be reinforced with a minimum of four No. 4 bars extending to the bottom of the footing or grade beam. The top of exterior pedestals shall be sloped for positive drainage.

2. The base plate anchor bolts or the embedded portion of the post base, and the vertical reinforcing bars for the pedestal, shall be confined with two No. 4 or three No. 3 ties within the top five inches (127 mm) of the concrete or masonry pedestal. The base plate anchor bolts shall be embedded a minimum of 20 bolt diameters into the concrete or masonry pedestal. The base plate anchor bolts and post bases shall be galvanized and each anchor bolt shall have at least two galvanized nuts above the base plate.

1613.12.10.5 Steel Beam to Column Supports. All steel beam to column supports shall be positively braced in each direction. Steel beams shall have stiffener plates installed on each side of the beam web at the column. The stiffener plates shall be welded to each beam flange and the beam web. Each brace connection or structural member shall consist of at least two 5/8 inch (15.9 mm) diameter machine bolts.

Section 1613.13 is added to Chapter 16 of the 2013 California Building Code to read as follows:

1613.13 Suspended Ceilings. Minimum design and installation standards for suspended ceilings shall be determined in accordance with the requirements of Section 2506.2.1 of this Code and this subsection.

1613.13.1 Scope. This part contains special requirements for suspended ceilings and lighting system. Provisions of Section 13.5.6 of ASCE 7 shall apply except as modified herein.

1613.13.2 General. The suspended ceilings and lighting systems shall be limited to 6 feet (1828 mm) below the structural deck unless the lateral bracing is designed by a licensed engineer or architect.

~~**1613.13.3 Design and Installation Requirements**~~

~~**1613.13.3.1 Bracing at Discontinuity.** Positive bracing to the structure shall be provided at changes in the ceiling plane elevation or at discontinuities in the ceiling grid system.~~

~~**1613.13.3.2 Support for Appendages.** Cable trays, electrical conduits and piping shall be independently supported and independently braced from the structure.~~

~~**1613.13.3.3 Sprinkler Heads.** All sprinkler heads (drops) except fire-resistance-rated floor/ceiling or roof/ceiling assemblies, shall be designed to allow for free movement of the sprinkler pipes with oversize rings, sleeves or adaptors through the ceiling tile, in accordance with Section 13.5.6.2.2 (e) of ASCE7. Sprinkler heads penetrating fire resistance rated floor/ceiling or roof/ceiling assemblies shall comply with Section 713 of this Code.~~

~~**1613.13.3.4 Perimeter Members.** A minimum wall angle size of at least a two inch (51 mm) horizontal leg shall be used at perimeter walls and interior full height partitions. The first ceiling tile shall maintain ¾ inch (19mm) clear from the finish wall surface. An equivalent alternative detail that will provide sufficient movement due to anticipated lateral building displacement may be used in lieu of the long leg angle subject to the approval of the Superintendent of Building.~~

~~**1613.13.4 Special Requirements for Means of Egress.** Suspended ceiling assemblies located along means of egress serving an occupant load of 30 or more shall comply with the following provisions.~~

~~**1613.13.4.1General.** Ceiling suspension systems shall be connected and braced with vertical hangers attached directly to the structural deck along the means of egress serving an occupant load of 30 or more and a lobbies accessory to Group A Occupancies. Spacing of vertical hangers shall not exceed 2 feet (610mm) on center along the entire length of the suspended ceiling assembly located along the means of egress or at the lobby.~~

~~**1613.13.4.2 Assembly Device.** All lay in panels shall be secured to the suspension ceiling assembly with two hold down clips minimum for each tile within a 4-foot (1219mm) radius of the exit lights and exit signs.~~

~~**1613.13.4.3 Emergency Systems.** Independent supports and braces shall be provided for light fixtures required for exit illumination. Power supply for exit illumination shall comply with the requirements of Section 1006.3 of this Code.~~

1613.4.4 Supports for Appendage. Separate support from the structural deck shall be provided for all appendages such as light fixtures, air diffusers, exit signs, and similar elements.

Chapter 17 of the 2013 California Building Code is amended and the following subsections shall read as follows:

1704.4 Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1704.4.

Exceptions: Special inspection shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).

2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

   2.1. The footings support walls of light-frame construction;

   2.2. The footings are designed in accordance with Table 1805.4.2; or

   2.3. The structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including prestressed slabs on grade, where the effective prestress in the concrete is less than 150 psi (1.03 Mpa).

4. Concrete foundation walls constructed in accordance with Table 1807.1.6.2

4. Concrete patios, driveways and sidewalks, on grade.

1704.8 Driven deep foundations and connection grade beams. Special inspections shall be performed during installation and testing of driven deep foundation elements as required by Table 1704.8. Special inspection shall be performed for connection grade beams in accordance with section 1704.4 for structures assigned to seismic design category DE or F. The approved geotechnical report, and the construction documents prepared by the registered design professional shall be used to determine compliance.

1704.9 Cast in Place deep foundations and connection grade beams. Special inspections shall be performed during installation and testing of driven deep foundation elements as required by Table 1704.8. Special inspection shall be performed for connection grade beams in accordance with section 1704.4 for structures assigned to seismic design category DE or F. The approved geotechnical report, and the construction

documents prepared by the registered design professional shall be used to determine compliance.

1705.3 Seismic resistance. The statement of special inspections shall include seismic requirements for cases covered in Sections 1705.3.1 through 1705.3.5.

Exception: Seismic requirements are permitted to be excluded from the statement of special inspections for structures designed and constructed in accordance with the following:

1. The structure consists of light frame construction; the design spectral response acceleration at short periods Sds, as determined in Section 1613.5.4 does not exceed 0.5g; and the height of the structure does not exceed 35 feet (10 668 mm) above grade plane; or

2. The structure is constructed using a reinforced masonry structural system or reinforced concrete structural system; the design spectral response acceleration at short periods, Sds, as determined in Section 1613.5.4, does not exceed 0.5 g, and the height of the structure does not exceed 25 feet (8620 mm) above grade plane; or

3. Detached one-or two-family dwellings not exceeding two stories above grade plane, provided the structure is not assigned to Seismic Design Category D, E or F and does not have any of the following plan or vertical irregularities in accordance with Section 12.3.2 of ASCE 7:

3.1 Torsional irregularity.

3.2 Nonparallel systems.

3.3 Stiffness irregularity – extreme soft story and soft story.

3.4 Discontinuity in capacity – weak story.

1710.1 General. Where required by the provisions of Section 1710.2 or 1710.3 the owner shall employ a professional structural observer to perform structural observations as defined in Section 1702. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

At the conclusion of the work included in the permit, the structural observer shall submit to the building official a written statement that the site visits have been made and identify any reported deficiencies that, to the best of the structural observer's knowledge, have not been resolved.

The owner or owner's representative shall coordinate and call a preconstruction meeting between the structural observer, contractors, affected subcontractors and special inspectors. The structural observer shall preside over the meeting. The purpose of the meeting shall be to identify the major structural elements and connections that affect the vertical and lateral load resisting systems of the structure and to review scheduling of the required observations. A record of the meeting shall be included in the report submitted to the building official.

Observed deficiencies shall be reported in writing to the owner's representative, special inspector, contractor and the building official. Upon the form prescribed by the building official, the structural observer shall submit to the building official a written statement at each significant construction stage stating that the site visits have been made and identifying any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved. A final report by the structural observer which states that all observed deficiencies have been resolved is required before acceptance of the work by the building official.

1710.2 Structural observations for seismic resistance. Structural observations shall be provided for those structures included in Seismic Design Category D, E or F, as determined in Section 1613, where one or more of the following conditions exist:

The height of the structure is greater than 75 feet (22860 mm) above the base.

The structure is classified as Occupancy Category I or II in accordance with Section 1604.5 and is greater than two stories on stories above grade plans a lateral design is required for the structure or portion thereof.

Exception: One-story wood framed Group R-3 and Group U Occupancies less than 2000 square feet in area, provided the adjacent grade is not steeper than one unit vertical in 10 units horizontal (10% sloped), assigned to Seismic Design Category D.

When so designated by the registered design professional responsible for the structural design.

5. When such observation is specifically required by the building official.

Chapter 18 of the 2013 California Building Code is amended to read as follows:

1807.1.4 Permanent wood foundation systems. Permanent wood foundation systems shall be designed and installed in accordance with AF&PA PWF. Lumber and plywood shall be treated in accordance with AWPA U1 (Commodity

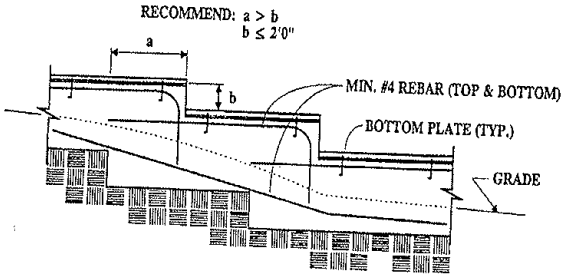
Specification A, Use Category 4B and Section 5.2) and shall be identified in accordance with Section 2303.1.8.1. Permanent wood foundation systems shall not be used for structures assigned to Seismic Design Category D, E or F.

1807.1.6 Prescriptive design of concrete and masonry foundation walls. Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

1809.3 of the 2013 California Building Code is amended to read as follows:

1809.3 Stepped footings. The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10-percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10-percent slope).

For structures assigned to Seismic Design Category D, E or F, the stepping requirement shall also apply to the top surface of grade beams supporting walls. Footings shall be reinforced with four ½-inch diameter (12.7 mm) deformed reinforcing bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure 1809.3



STEPPED FOUNDATIONS

Figure 1805.1

Section 1809.7 and Table 1809.7 of the 2013 California Building Code are amended to read, in words and figures, as follows:

1809.7 Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete or masonry-unit footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Table 1809.7. Prescriptive footings in Table 1809.7 shall not exceed one story above grade plane for structures assigned to Seismic Design Category D, E or F.

TABLE 1809.7

PRESCRIPTIVE FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a, b, c, d, e]

NUMBER OF FLOORS SUPPORTED BY THE FOOTING[f]	WIDTH OF FOOTING (inches)	*THICKNESS OF FOOTING* (inches)
1	12	6
2	15	6
3	18	8[g]

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm

a. Depth of footings shall be in accordance with Section 1809.4.

b. The ground under the floor is permitted to be excavated to the elevation of the top of the footing.

c. Interior stud bearing walls shall be permitted to be supported by isolated footings. The footing width and length shall be twice the width shown in this table, and footings shall be spaced not more than 6 feet on center. Not adopted.

d. See Section 1908 for additional requirements for footings of structures assigned to Seismic Design Category C, D, E or F.

e. For thickness of foundation walls, see Section 1807.1.6.

f. Footings shall be permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

g. Plain concrete footing for Group R-3 occupancies shall be permitted to be 6 inches thick.

Section 1809.12 of the 2013 California Building Code is amended to read, in words and figures, as follows:

1809.12 Timber footings. Timber footings shall be permitted for buildings of Type V construction and as otherwise approved by the building official. Such footings shall be treated in accordance with AWPA U1 (Commodity Specification A, Use Category 4B). Treated timbers are not required where placed entirely below permanent water level, or where used as capping for wood piles that project above the water level over submerged or marsh lands. The compressive stresses perpendicular to grain in untreated timber footing supported upon treated piles shall not exceed 70 percent of the allowable stresses for the species and grade of timber as specified in the AF&PA NDS. Timber footings shall not be used in structures assigned to Seismic Design Category D, E or F.

Section 1810.3.2.4 of the 2013 California Building Code is amended to read, in words and figures, as follows:

1810.3.2.4 Timber. Timber deep foundation elements shall be designed as piles or poles in accordance with AF&PA NDS. Round timber elements shall conform to ASTM D 25. Sawn timber elements shall conform to DOC PS 20. Timber shall not be used in structures assigned to Seismic Design Category D, E or F.

Chapter 19 of the 2013 California Building Code is hereby amended and the following subsections shall read as follows:

1908.1 General. The text of ACI 318 shall be modified as indicated in Sections 1908.1.1 through 1908.1.10 1908.1.14.

1908.1.11 ACI 318, Section 21.6.4.1. Modify ACI 317, Section 21.6.4.1, to read as follows:

Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 21.6.4.1, Items (a) through (c), over the full height of the member.

1908.1.12 ACI 318, Section 21.6.4 Modify ACI 318, Section 21.6.4, by adding Section 21.6.4.8 to read as follows:

21.6.4.8 – At any section where the design strength P of the column is less than the sum of the shears Ve computed in accordance with ACI 318 Sections 21.5.4.1 and 21.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 21.6.4.1 through 21.6.4.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength P of the column, these moments may be assumed to result from the deformation of the frame in any one principal axis.

1908.1.13 ACI 318, Section 21.9.4. Modify ACI 318, Section 21.9.4 by adding Section 21.9.4.6 to read as follows:

21.9.4.6 – Walls and portions of walls with Pu> 0.35Po shall not be considered to contribute to the calculated strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 21.13.

1908.1.14 ACI 318, Section 21.11.6. Modify ACI 318, Section 21.11.6, by adding the following:

Collector and boundary elements in topping slabs placed over precast floor and roof elements shall be not less than 3 inches (76mm) or 6 db thick, where db is the diameter of the largest reinforcement in the topping slab.

1908.1.2 ACI 318, Section 21.1.1. Modify ACI 318, Sections 21.1.1.3 and 21.1.1.7 as follows:

21.1.1.3 – Structures assigned to Seismic Design Category A shall satisfy requirements of Chapters 1 to 19 and 22; Chapter 21 does not apply. Structures assigned

to Seismic Design Category B, C, D, E or F also shall satisfy 21.1.1.4 through 21.1.1.8 as applicable. Except for structural elements of plain concrete complying with Section 1908.1.8 of the International Building Code, structural elements of plain concrete are prohibited in structures assigned to Seismic Design Category C, D, E, or F.

21.1.1.7 Structural systems designated as part of the seismic-force-resisting system shall be restricted to those permitted by ASCE 7. Except for Seismic Design Category A, for which Chapter 21 does not apply, the following provisions shall be satisfied for each structural system designated as part of the seismic-force-resisting system, regardless of the Seismic Design Category:

(a) Ordinary moment frames shall satisfy 21.2.
(b) Ordinary reinforced concrete structural walls and ordinary precast structural walls need not satisfy any provisions in Chapter 21.
(c) Intermediate moment frames shall satisfy 21.3.
(d) Intermediate precast structural walls shall satisfy 21.4.
(e) Special moment frames shall satisfy 21.5 through 21.8.
(f) Special structural walls shall satisfy 21.9.
(g) Special structural walls constructed using precast concrete shall satisfy 21.10.

All special moment frames and special structural walls shall be also satisfy 21.1.3 through 21.1.7. Concrete tilt up wall panels classified as intermediate precast structural wall system shall satisfy 21.9 in addition to 21.4.2 and 21.4.3 for structures assigned to Seismic Design Category D, E or F.

1908.1.3. ACI, Section 21.4. Modify ACI 318, Section 21.4, by renumbering Section 21.4.3 to become 21.4.4 and adding new Sections 21.4.3, 21.4.5,and 21.4.6 and 21.4.7 to read as follows:

21.4.3 Connections that are designed to yield shall be capable of maintaining 80 percent of their design strength at the deformation induced by the design displacement or shall use Type 2 mechanical splices.

21.4.4 – Elements of the connection that are not designed to yield shall develop at least 1.5 Sy.

21.4.5 Wall piers in Seismic Design Category D, E, or F shall comply with Section 1908.1.4 of this Code.

21.4.6 – Wall piers not designed as part of a moment frame in buildings assigned to Seismic Design Category C shall have transverse reinforcement designed to resist the shear forces determined from 21.3.3. Spacing of transverse reinforcement shall not exceed 8 inches (203mm). Transverse reinforcement shall be extended beyond the pier clear height for at least 12 inches (305 mm).

Exceptions:

1. Wall piers that satisfy 21.13.

2. Wall piers along a wall line within a story where other shear wall segments provide lateral support to the wall piers and such segment have a total stiffness of at least six times the sum of the stiffness of all the wall piers.

21.4.7 – Wall segment with a horizontal length-to-thickness ratio less than 2.5 shall be designed as columns.

1908.1.8 ACI 318, Section 22.10. Delete ACI 318, Section 22.10 and replace with the following:

22.10 – Plain concrete in structures assigned to Seismic Design Category C, D, E or F.

22.10.1 – Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Structural plain concrete basement, foundation of other walls below the base are permitted in detached one and two family dwellings three stories or less in height constructed with stud bearing walls. In dwelling assigned to Seismic Design Category D or E, the height of the wall shall not exceed 8 feet (2438mm), the thickness shall not be less than 7 ½ inches (190mm), and the wall shall retain no more than 4 feet (1219mm) of unbalanced fill. Walls shall have reinforcement in accordance with 22.6.6.5. Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

Exception: In detached one and two family dwellings three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.

(c) Plain concrete footings supporting walls are permitted provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. For footings that exceed 8 inches (203mm) in thickness, a A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exceptions:

In detached one-and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing.

For foundation systems consisting of a plain concrete footing and a plain concrete stemwall a minimum of one bar shall be provided at the top of the stemwall and at the bottom of the footing.

Where a slab on ground is cast monolithically with the footing, one No. 5 bar is permitted to be located at either the top of the slab or bottom of the footing.

Section 1909.4 Design. Structural plain concrete walls, footings and pedestals shall be designed for adequate strength in accordance with ACI 318, Section 22.4 through 22.8.

Exception: For Group R-3 occupancies and buildings or other occupancies less than two stories above plane of light frame construction, the required edge thickness of ACI 318 is permitted to be reduced to 6 inches (152mm), provided that the footing does not extend more than 4 inches (102mm) on either side of the supported wall. This exception shall not apply to structural elements designed to resist seismic lateral forces for structures assigned to Seismic Design Category D, E or F.

Chapter 22 of the 2013 California Building Code is amended to read as follows:

2204.1.1 Consumables for welding

2204.1.1.1 Seismic Force Resisting System (SFRS) welds. All welds used in members and connections in the SFRS shall be made with filler metals meeting the requirements specified in AWS D1.8 Clause 6.3 AWS D1.8 Clauses 6.3.5, 6.3.6, 6.3.7 and 6.3.8 shall apply only to demand critical welds.

2204.1.1.2 Demand critical welds. Where welds are designated as demand critical, they shall be made with filler metals meeting the requirements specified in AWS D1.8 Clause 6.3.

2205.4 AISC 341, Part I, Section 13.2 Members. Add Section 13.2f to read as follows:

13.2f Member Types

The use of rectangular HSS are not permitted for bracing members, unless filled solid with cement grout having a minimum compressive strength of 3000 psi (20.7 MPa) at 28 days. The effects of composite action in the filled composite brace shall be considered in the sectional properties of the system where it results in the more severe loading condition or detailing.

Chapter 23 of the 2013 California Building Code is amended to read as follows:

2304.9.1 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2301.2. The number

and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.9.1. Staple fasteners in Table 2304.9.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

Add new footnote q to Table 2304.9.1.

q. Staples shall not be sued to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.

2304.11.7 Wood used in retaining walls and cribs. Wood installed in retaining or crib walls shall be preservative treated in accordance with AWPA U1 (Commodity Specifications A or F) for soil and fresh water use. Wood shall not be sued in retaining or crib walls for structures assigned to Seismic Design Category D, E or F.

2305.4 Quality of Nails. In Seismic Design Category D, E or F, mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

2305.5 Hold-down connectors. In Seismic Design Category D, E or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values of 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76 mm) in size. Hold down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

Tables 2306.2.1(3) and 2306.2.1(4) are added to Chapter 23 of the 2013 California Building Code and Section 2306.2.1.

2306.2.1 Wood structural panel diaphragms. Wood structural panel diaphragms shall be designed and constructed in accordance with AF&PA SDPWS. Wood structural panel diaphragms are permitted to resist horizontal forces using the allowable shear capacities set forth in Table 2306.2.1(1) or 2306.2.1(2). For structures assigned to Seismic Design Category D, E or F, the allowable shear capacities shall be set forth in Table 2306.2.1(3) or 2306.2.1(4). The allowable shear capacities in Table 2306.2.1(1) or 2306.2.1(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms fastened with staples shall not be used to resist seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used for wood structural panel diaphragms when the allowable shear values are substantiated by cyclic testing and approved by the building official.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragm is permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

Section 2306.2.1(3), 2306.2.1(4) and Table 2306.3(2) of the 2013 California Building Code are added to read as follows:

2306.2.1(3) Wood structural panel diaphragms. Wood structural panel diaphragms are permitted to resist horizontal forces using the allowable shear capacities set forth in Table 2306.2.1(3).

TABLE 2306.2.1(3)
ALLOWABLE SHEAR (POUNDS PER FOOT) FOR WOOD STRUCTURAL PANEL DIAPHRAGMS WITH FRAMING OF DOUGLAS FIR LARCH OR SOUTHERN PINE FOR SEISMIC LOADING FOR STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY D, E OR F

PANEL GRADE	MINIMUM NOMINAL PANEL THICKNESS (inch)	MINIMUM FASTENER PENETRATION IN FRAMING (inches)	ALLOWABLE SHEAR VALUE FOR SEISMIC FORCES PANELS APPLIED DIRECTLY TO FRAMING					ALLOWABLE SHEAR VALUE FOR WIND FORCES PANELS APPLIED DIRECTLY TO FRAMING				
			NAIL (common or galvanized box) or staple size[k]	Fastener spacing at panel edges (inches)				NAIL (common or galvanized box) or staple size[k]	Fastener spacing at panel edges (inches)			
				6	4	3	2[e]		6	4	3	2[e]
Structural I Sheathing	5/16	1-1/4	6d (2"x0.113" common, 2"x0.099" galvanized box)	150	200	200	200	6d (2"x0.113" common, 2"x0.099" galvanized box)	200	300	390	510
		1	1-1/2 16 Gage	124	184	200	200	1-1/2 16 Gage	165	245	325	415
	3/8	1-3/8	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	200	200	200	200	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	230[d]	360[d]	460[d]	610[d]
		1	1-1/2 16 Gage	116	176	200	200	1-1/2 16 Gage	155	235	310	400
	7/16	1-3/8	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	255[d]	395[d]	505[d]	670[d]	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	255[d]	395[d]	505[d]	670[d]
		1	1-1/2 16 Gage	128	195	259	330	1-1/2 16 Gage	170	260	345	440
	15/32	1-3/8	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	280	430	550	730	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	280	430	550	730
		1	1-1/2 16 Gage	139	210	281	356	1-1/2 16 Gage	185	280	375	475
		1-1/2	10d (3"x0.148" common, 3"x0.128" galvanized box)	340	510	665[f]	870	10d (3"x0.148" common, 3"x0.128" galvanized box)	340	510	665[f]	870
Sheathing, plywood siding[g] except Group 5 Species	5/16 or 1/4[e]	1-1/4	6d (2"x0.113" common, 2"x0.099" galvanized box)	180	200	200	200	6d (2"x0.113" common, 2"x0.099" galvanized box)	180	270	350	450
		1	1-1/2 16 Gage	109	165	200	200	1-1/2 16 Gage	145	220	295	375
	3/8	1-1/4	6d (2"x0.113" common, 2"x0.099" galvanized box)	200	200	200	200	6d (2"x0.113" common, 2"x0.099" galvanized box)	200	300	390	510
		1-3/8	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	200	200	200	200	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	220[d]	320[d]	410[d]	530[d]

			1	1-1/2 16 Gage	105	158	200	200	1-1/2 16 Gage	140	210	280	360
		7/16	1-3/8	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	240[d]	350[d]	450[d]	585[d]	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	240[d]	350[d]	450[d]	585[d]
			1	1-1/2 16 Gage	116	173	233	296	1-1/2 16 Gage	155	230	310	395
		15/32	1-3/8	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	260	380	490	640	8d (2½"x0.131" common, 2½"x0.113" galvanized box)	260	380	490	640
			1-1/2	10d (3"x0.148" common, 3"x0.128" galvanized box)	310	460	600[f]	770	10d (3"x0.148" common, 3"x0.128" galvanized box)	310	460	600[f]	770
			1	1-1/2 16 Gage	128	191	251	323	1-1/2 16 Gage	170	255	335	430
		19/32	1-1/2	10d (3"x0.148" common, 3"x0.128" galvanized box)	340	510	665[f]	870	10d (3"x0.148" common, 3"x0.128" galvanized box)	340	510	665[f]	870
			1	1-3/4 16 Gage	139	210	281	356	1-3/4 16 Gage	185	280	375	475
				Nail Size (galvanized casing)					Nail Size (galvanized casing)				
		5/16[e]	1-1/4	6d (2"x0.099")	140	200	200	200	6d (2"x0.099")	140	210	275	360
		3/8	1-3/8	8d (2½"x0.113")	160	200	200	200	8d (2½"x0.113")	160	240	310	410

~~**Notes to Table 2306.4.1**~~

~~For SI: 1 inch = 25.4 mm, *1 foot = 25.4 mm,* 1 pound per foot = 14.5939 N/m.~~

~~For framing of other species: (1) Find specific gravity for species of lumber in AF&PA NDS. (2) For staples find shear value from table above for Structural I panels (regardless of actual grade) and multiply value by 0.82 for species with specific gravity of 0.42 or greater, or 0.65 for all other species. (3) For nails find shear value from table above for nail size for actual grade and multiply value by the following adjustment factor: Specific Gravity Adjustment Factor = [1 (0.5 SG)], where SG = Specific Gravity of the framing lumber. This adjustment factor shall not be greater than 1.~~

~~Panel edges backed with 2-inch nominal or thicker framing. Install panels either horizontally or vertically. Space fasteners maximum 6 inches on center along intermediate framing members for 3/8-inch and 7/16-inch panels installed on studs spaced 24 inches on center. For other conditions and panel thickness, space fasteners maximum 12 inches on center on intermediate supports.~~

~~3/8-inch panel thickness or siding with a span rating of 16 inches on center is the minimum recommended where applied direct to framing as exterior siding.~~

~~Except for wood structural panel sheathing used for shear walls that are part of the seismic force resisting system, allowable shear values are permitted to be increased to values shown for 15/32-inch sheathing with same nailing provided (a) studs are spaced a maximum of 16 inches on center, or (b) panels are applied with long dimension across studs.~~

~~Framing at adjoining panel edges shall be 3 inches nominal or wider, and nails shall be staggered where nails are spaced 2 inches on center.~~

~~Framing at adjoining panel edges shall be 3 inches nominal or wider, and nails shall be staggered where both of the following conditions are met: (1) 10d (3"x0.148") nails having penetration into framing of more than 1-1/2 inches and (2) nails are spaced 3 inches on center.~~

~~Values apply to all veneer plywood. Thickness at point of fastening on panel edges governs shear values.~~

~~Where panels applied on both faces of a wall and nail spacing is less than 6 inches o.c. on either side, panel joints shall be offset to fall on different framing members, or framing shall be 3-inch nominal or thicker at adjoining panel edges and nails on each side shall be staggered.~~

~~In Seismic Design Category D, E or F, where shear design values exceed 350 pounds per linear foot, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member, or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be~~

staggered in all cases. See Section 2305.3.11 for sill plate size and anchorage requirements.

Galvanized nails shall be hot dipped or tumbled.

Staples shall have a minimum crown width of 7/16 inch and shall be installed with their crowns parallel to the long dimension of the framing members.

For shear loads of normal or permanent load duration as defined by the AF&PA NDS, the values in the table above shall be multiplied by 0.63 or 0.56, respectively.

[DSA SS & OSHPD 1, 2 and 4] Refer to Section 2305.2.4.2, which requires any wood structural panel sheathing used for diaphragms and shear walls that are part of the seismic force resisting system to be applied directly to framing members.

n. The maximum allowable shear value for three ply plywood resisting seismic forces is 200 pounds per foot (2.92 kn/m).

Table 2306.3(2) is added to Chapter 23 of the 2013 California Building Code, Section 2306.3 and Table 2306.3 are amended to read, in words and figures, as follows:

2306.3 Wood structural panel shear walls. Wood structural panel shear walls shall be designed and constructed in accordance with AF&PA SDPWS. Wood structural panel shear walls are permitted to resist horizontal forces using the allowable shear capacities set forth in Table 2306.3(1). For structures assigned to Seismic Design Category D, E or F, the allowable shear capacities shall be set forth in Table 2306.3(2). The allowable shear capacities in Table 2306.3(1) are permitted to be increased 40 percent for wind design.

Wood structural panel shear walls used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall not be less than 4 feet by 8 feet (1219 mm by 2438 mm), except at boundaries at changes in framing. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

The maximum allowable shear value for three-ply plywood resisting seismic forces in structures assigned to Seismic Design Category D, E or F is 200 pounds per foot (2.92 kn/m). Nails shall be placed not less than ½ inch (12.7 mm) in from the panel edges and not less than 3/8 inch (9.5mm) from the edge of the connecting members for shear greater than 350 pounds per foot (5.11kN/m). Nails shall be placed not less than 3/8 inch (9.5 mm) from panel edges and not less than ¼ inch (6.4 mm) from the edge of the connecting members for shears of 350 pounds per foot (5.11kN/m) or less.

Wood structural panel shear walls fastened with staples shall not be used to resist seismic forces in structures assigned to Seismic Design Category D, E or F.

Exception: Staples may be used for wood structural panel shear walls when the allowable shear values are substantiated by cyclic testing and approved by the building official.

Wood structures panel shear walls used to resist seismic forces in structures assigned to Seismic Design Category D, E or F shall be applied directly to the framing members.

TABLE 2306.3(1)
ALLOWABLE SHEAR (POUNDS PER FOOT) FOR WOOD STRUCTURAL PANEL SHEAR WALLS WITH FRAMING OF DOUGLAS FIR-LARCH OR SOUTHERN PINE FOR WIND OR SEISMIC LOADING b,h,I,j,l,m,n

TABLE 2306.3(2)
ALLOWABLE SHEAR (POUNDS OER FOOR) FOR WOOD STRUCTURAL PANEL SHEAR WALLS WITH FRAMING OF DOUGLAS FIR LARCH OR SOUTHERN PINE FOR SEISMIC LOADING FOR STRUCTURES ASSIGNED TO SEISMIC DESIGN CATEGORY D, 3 OR F

			ALLOWABLE SHEAR VALUE FOR SEISMIC FORCES PANELS APPLIED DIRECTLY TO FRAMING				
PANEL GRADE	MINIMUM FASTENER PENETRATION IN FRAMING (INCH)	COMMON NAIL SIZE				Fastener spacing at panel edges (inches)	
				6	4	3	2e
Structural sheathing	3/8	1 3/8	8d (2 ½" x0.131" common)	200	200	200	200
	7/16	1 3/8	8d(2 ½" x0.131" common)	255	395	505	670
	15/32	1 3/8	8d(2 ½"x0.131" common	280	430	550	730
		1 ½	10d(3"x0.148" common	340	510	665	870
Sheathing, plywood siding except Group 5 Species	3/8	1 3/8	8d (2 ½ x0.113")	160	200	200	200

For SI: 1 inch = 25.4 mm, 1 foot = 25.4mm, 1 pound per foot = 14.5939 N/m.

a. For framing of other species: (1) find specific gravity for species of lumber in AF&PA. (2) For nails find shear value from table above for nail size for actual grade and multiply value by the following adjustment factor: specific Gravity Adjustment Factor = (1-(0.5-SG), where SG = Specific Gravity of the framing lumber. This adjustment factor shall not be greater than 1.

b. Panel edges backed with 2 incyh nominal or thicker framing. Install panels either horizontally or vertically. Space fasteners maximum 6 inches on center along intermediate framing members for 3/8 inch and 7/16 inch panels installed on studs spaced 24 inches on center. For other conditions and panel thickness, space fasteners maximum 12 inches on center on intermediate supports.

c. 3/8 inch panel thickness or siding with a span rating of 16 inches on center is the minimum recommended where applied direct to framing as exterior siding. For grooved panel siding. The normal panel thickness is the thickness of the panel measured at the point of nailing.

d. Allowable shear values are permitted to be increased to values shown for 15/32 inch sheathing with same nailing provided (a) studs are spaced a maximum of 16 inches on center or (b) panels are applied with long dimension across studs.

e. Framing at adjoining panel edges shall be 3 inches nominal or thicker, and nails shall be staggered where nails are spaced 2 inches on center or less.

f. Framing at adjoining panel edges shall be 3 inches nominal or thicker, and nails shall be staggered where both of the following conditions are met: (1) (3″x0.148″) nails having penetration into framing of more than 1 1/2 inches and (2) nails are spaced 3 inches on center or less.

g. Values apply to all veneer plywood. Thickness at point of fastening on panel edges governs shear values.

h. Where panels applied on both faces of a wall and nail spacing is less than 6 inches o.c. on either side, panel joints shall be offset to fall on different framing members. Or framing shall be 3-inch nominal or thicker at adjoining panel edges and nails at all panel edges shall be staggered.

i. Where shear design values exceed 350 pounds per linear foot, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member, or two 2 inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AF&PA SDPWS for sill plate size and anchorage requirements.

j. Galvanized nails shall be hot dipped or tumbled.

k. For shear loads of normal or permanent load duration as defined by the AF&PA NDS, the values in the table above shall be multiplied by 0.63 or 0.56, respectively.

~~l. The maximum allowable shear value for three-ply plywood resisting seismic forces is 200 pounds per foot (2.92 kn/m).~~

~~**Section Table 2306.4.5** is added to Chapter 23 of the 2013 California Building Code and reads, in words and figures, as follows:~~

TABLE 2306.4.5
ALLOWABLE SHEAR FOR WIND OR SEISMIC FORCES FOR SHEAR WALLS OF LATH AND PLASTER OR GYPSUM BOARD WOOD FRAMED WALL ASSEMBLIES

TYPE OF MATERIAL	THICKNESS OF MATERIAL	WALL CONSTRUCTION	FASTENER SPACING[b] MAXIMUM (inches)	SHEAR VALUE[a,e] (plf)		MINIMUM FASTENER SIZE[c,d,j,k,l]
				Seismic[l]	Wind	
1. Expanded metal, or woven wire lath and portland cement plaster	7/8″	Unblocked	6	90	180	No. 11 gage, 1-1/2" long, 7/16" head 16 Ga. Galv. Staple, 7/8" legs
2. Gypsum lath, plain or perforated	3/8" lath and 1/2" plaster	Unblocked	5	30	100	No. 13 gage, 1-1/8" long, 19/64" head, plasterboard nail 16 Ga. Galv. Staple, 1-1/8" long 0.120″ Nail, min. 3/8″ head, 1-1/4″ long
3. Gypsum sheathing	1/2" x 2' x 8'	Unblocked	4	30	75	No. 11 gage, 1-3/4" long, 7/16" head, diamond-point, galvanized 16 Ga. Galv. Staple, 1-3/4″ long
	1/2" x 4'	Blocked[f] Unblocked	4 7	30 30	175 100	
	5/8″ x 4′	Blocked	4″ edge/ 7″ field	30	200	6d galvanized 0.120″ Nail, min. 3/8″ head, 1-3/4″ long
4. Gypsum board, gypsum veneer base or water-resistant gypsum backing board	1/2"	Unblocked[f]	7	30	75	5d cooler (1-5/8" lx 0.086″) or wallboard 0.120″ Nail, min. 3/8″ head, 1-1/2″ long 16 Gage Staple, 1-1/2″ long
		Unblocked[f]	4	30	110	
		Unblocked	7	30	100	
		Unblocked	4	30	125	
		Blocked[g]	7	30	125	
		Blocked[g]	4	30	150	
		Unblocked	8/12[h]	30	60	No. 6 1-1/4″ screws[i]
		Blocked[g]	4/16[h]	30	160	
		Blocked[g]	4/12[h]	30	155	
		Blocked[f, g]	8/12[h]	30	70	
		Blocked[g]	6/12[h]	30	90	

		5/8"	Unblocked[f]	7	30	115	6d cooler (1 7/8" x 0.092") or wallboard 0.120" Nail, min. 3/8" head, 1-3/4" long 16 Gage Staple, 1 1/2" legs, 1-5/8" long
				4	30	145	
			Blocked[g]	7	30	145	
				4	30	175	
			Blocked[g] Two-ply	Base ply: 9 Face ply: 7	30	250	Base ply 6d cooler (1 7/8" x 0.092") or wallboard 1-3/4" x 0.120" Nail, min. 3/8" head 1-5/8" 16 Ga. Galv. Staple Face ply 8d ciiker (2-3/8" x 0.113") or wallboard 0.120" Nail, min. 3/8" head, 2-3/8" long 15 Ga. Galv. Staple, 2-1/4" long
			Unblocked	8/12[h]	30	70	No. 6 1 1/4" screws[i]

Notes to Table 2306.4.5

For SI: 1 inch = 25.4 mm, 1 foot = 25.4 mm, 1 pound per foot = 14.5939 N/m.

a. These shear walls shall not be used to resist loads imposed by masonry or concrete construction (see Section 2305.1.5). Values shown are for short term loading due to wind or seismic loading. Walls resisting seismic loads shall be subject to the limitations in Section 12.2.1 of ASCE 7. Values shown shall be reduced 25 percent for normal loading.

b. Applies to fastening at studs, top and bottom plates and blocking.

c. Alternate fasteners are permitted to be used if their dimensions are not less than the specified dimensions. Drywall screws are permitted to substitute for the 5d (1-5/8" x 0.086"), and 6d (1 7/8" x 0.092")(cooler) nails listed above, and No. 6 1 1/4 inch Type S or W screws for 6d (1-7/8" x 0.092")(cooler) nails.

d. For properties of cooler nails, see ASTM C 514.

e. Except as noted, shear values are based on maximum framing spacing of 16 inches on center.

f. Maximum framing spacing of 24 inches on center.

g. All edges are blocked, and edge fastening is provided at all supports and all panel edges.

h. First number denotes fastener spacing at the edges; second number denotes fastener spacing at intermediate framing members.

i. Screws are Type W or S.

j. Staples shall have a minimum crown width of 7/16 inch, measure outside the legs, and shall be installed with their crowns parallel to the long dimension of the framing members.

k. Staples for the attachment of gypsum loath and woven-wire lath shall have a minimum crown width of ¾ inch, measured outside the legs.

l. This construction shall not be used below the top level of wood construction in a multi-level building.

2308.3.4 Braced wall line support. Braced wall lines shall be supported by continuous foundations.

Exception: For structures with a maximum plan dimension not over 50 feet (15240 mm), continuous foundations are required at exterior walls only for structures not assigned to Seismic Design Category D, E or F.

2308.12.2 Concrete or masonry. Concrete or masonry walls or masonry veneer shall not extend above the basement.

Exception: Stone and masonry veneer is permitted to be used in the first story above grade plane in Seismic Design Category D, provided the following criteria are met:

1. Type of brace in accordance with Section 2308.9.3 shall be Method 3 and the allowable shear capacity in accordance with Table 2306.4.1 shall be a minimum of 350 plf (5108 N/m).

2. The bracing of the first story shall be located at each end and at least every 25 feet (7620 mm) o.c. but not less than 45 percent of the braced wall line.

3. Hold down connectors shall be provided at the ends of braced walls for the first floor to foundation with an allowable design of 2,100 pounds (9341 N).

4. Cripple walls shall not be permitted.

5. Anchored masonry and stone wall veneer shall not exceed 5 inches (127 mm) in thickness, shall conform to the requirements of Division 14 and shall not extend more than 5 feet (1524 mm) above the first story finished floor.

2308.12.4 Braced wall line sheathing. Braced wall lines shall be braced by one of the types of sheathing prescribed by Table 2308.12.4 as shown in Figure 2308.9.3. The sum of lengths of braced wall panels at each braced wall line shall conform to Table 2308.12.4. Braced wall panels shall be distributed along the length of the braced wall line and start at not more than 8 feet (2438 mm) from each end of the braced wall

line. Panel sheathing joints shall occur over studs or blocking. Sheathing shall be fastened to studs, top and bottom plates and at panel edges occurring over blocking. Wall framing to which sheathing used for bracing is applied shall be nominal 2 inch wide [actual $1^{1}/_{2}$ inch (38 mm)] or larger members and spaced a maximum of 16 inches on center.

Exception: Braced wall panels required by Section 2308.12.4 may be eliminated when all of the following requirements are met:

1. One story detached Group U occupancies not more than 25 feet in depth or length.

2. The roof and three enclosing walls are solid sheathed with 15/32 inch nominal thickness wood structural panels with 8d common nails placed 3/8 inches from panel edges and spaced not more than 6 inches on center along all panel edges and 12 inches on center along intermediate framing members. Wall openings for doors or windows are permitted provided a minimum 4 foot wide wood structural braced panel with minimum height to length ratio of 2 to 1 is provided at each end of the wall line and that the wall line be sheathed for 50% of its length.

Wood structural panel sheathing shall be a minimum of 15/32 inch thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.

Braced wall panel construction types shall not be mixed within a braced wall line.

TABLE 2308.12.4
WALL BRACING IN SEISMIC DESIGN CATEGORIES D AND E
(Minimum Length of Wall Bracing per each 25 Linear Feet of Braced Wall Line[a])

CONDITION	SHEATHING TYPE[b]	$S_{DS} < 0.50$	$0.50 \leq S_{DS} < 0.75$	$0.75 \leq S_{DS} \leq 1.00$	$S_{DS} > 1.00$

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Minimum length of panel bracing of one face of the wall for S-W sheathing shall be at least 4' 0" long or both faces of the wall for G-P sheathing shall be at least 8'-0" long; h/w ratio shall not exceed 2:1. For S-W panel bracing of the same material on two faces of the wall, the minimum length is permitted to be one half the tabulated value but the h/w ratio shall not exceed 2:1 and design for uplift is required.

b. G-P = gypsum board, Portland cement plaster or gypsum sheathing boards; S-W = wood structural panels.

c. Nailing as specified below shall occur at all panel edges at studs, at top and bottom plates and, where occurring, at blocking:

~~For 1/2 inch gypsum board, 5d (0.113 inch diameter) cooler nails at 7 inches on center;~~

~~For 5/8 inch gypsum board, No. 11 gage (0.120 inch diameter) cooler nails at 7 inches on center;~~

~~For gypsum sheathing board, 1-3/4 inches long by 7/16 inch head, diamond point galvanized nails at 4 inches on center;~~

~~For gypsum lath, No. 13 gage (0.092 inch) by 1-1/8 inches long, 19/64 inch head, plasterboard at 5 inches on center;~~

~~d. S-W sheathing shall be a minimum of 15/32" thick nailed with 8d common placed 3/8 inches from panel edges and spaced not more than 6 inches on center and 12 inches on center along intermediate framing members.~~

~~2308.12.5 Attachment of sheathing. Fastening of braced wall panel sheathing shall not be less than that prescribed in Table 2308.12.4 or 2304.9.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.9.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E or F.~~

~~Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.~~

~~All braced wall panels shall extend to the roof sheathing and shall be attached to parallel roof rafters or blocking above with framing clips (18 gauge minimum) spaced at maximum 24 inches (6096 mm) on center with four 8d nails per leg (total eight 8d nails per clip). Braced wall panels shall be laterally braced at each top corner and at maximum 24 inches (6096 mm) intervals along the top plate of discontinuous vertical framing.~~

15.04.350 Safety assessment placards.

A. Intent. This section established standard placards to be used to indicate the condition of a structure for continued occupancy. The section further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

B. Application of Provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city of Calabasas. The city council may extend the provisions as necessary.

C. Definitions. "Safety assessment" means a visual, nondestructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

D. Placards. The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.

1. "INSPECTED—Lawful Occupancy Permitted" is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.

2. "RESTRICTED USE" is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.

3. "UNSAFE—Do Not Enter or Occupy" is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.

   (b) The ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.

   (c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official. It is unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

~~**15.04.355 Barriers for swimming pools, spas, and hot tubs.**~~

~~Section 3109.3 Outdoor Swimming Pool. An outdoor swimming pool shall be provided with a barrier that shall be installed, inspected and approved prior to plastering or filling with water. The barrier shall comply with the following:~~

~~1. The top of the barrier shall be at least sixty (60) inches (1524 mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be two inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to four inches (102 mm) when grade is a solid surface such as a concrete deck, or when the barrier is mounted on top of the aboveground pool structure. When barriers have horizontal members spaced less than forty five (45) inches (1143 mm) apart, the horizontal members shall be placed on the pool side of the barrier. Any decorative design work on the side away from the swimming pool, such as protrusions, indentations or cutouts, which render the barrier climbable, is prohibited.~~

~~2. Openings in the barrier shall not allow passage of a 1 ¾ inch diameter (44 mm) sphere.~~

~~EXCEPTIONS:~~

~~1. When vertical spacing between such openings is forty-eight (48) inches (1143 mm) or more, the opening size may be increased such that the passage of a four inch diameter (102 mm) sphere is not allowed.~~

2. For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased up to four inches (102 mm) when the distance between the tops of horizontal members is forty eight (48) inches (1143 mm) or more.

3. Chain link fences used as the barrier shall not be of less than 11 gage and shall be provided with slats of wood or UV resistant plastic interwoven with the chain link.

3A. Existing chain link fences may be used as the swimming pools, spas, and hot tub barriers and shall be screened as provided for in the City of Calabasas Land Use and Development Code.

3B. Replacement fencing for swimming pools, spas, and hot tub barriers and barriers for new swimming pools, spas, and hot tub barriers shall not be constructed of chain link fencing of any type.

15.04.360 Appendix A adopted.

15.04.360 Appendix A of the 2010 California Building Code is hereby adopted.

15.04.370 Appendix C adopted.

15.04.370 Appendix C of the 2010 California Building Code is hereby adopted.

15.04.375 Appendix F.

15.04.375 Appendix F of the 2010 California Building Code is hereby adopted.

15.04.380 Appendix G.

15.04.380 Appendix G of the 2010 California Building Code is hereby adopted.

15.04.385 Appendix H.

15.04.385 Appendix H of the 2010 California Building Code is hereby adopted.

15.04.390 Appendix I.

15.04.390 Appendix I of the 2010 California Building Code is hereby adopted.

15.04.395 Appendix J.

15.04.395 Appendix J of the 2010 California Building Code is hereby adopted and the following sections are amended to read as follows:

Section J103.1 Permits required. Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit therefor from the City Engineer. A grading permit does not include the construction of retaining walls or other structures.

~~Section J105.2 Special Inspections. The special inspection requirements of Section 1704.7 shall apply to work performed under a grading permit where required by the City Engineer.~~

Article II. California Residential Code

15.04.410 ~~2010~~ 2013 California Residential Code adopted.

A. The ~~2010~~ 2013 California Residential Code, ~~together with the appendices,~~ which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures of detached one-and-two-family dwelling, townhouse not more than three stories above grade plane in height, provide for the issuance of permits and collection of fees therefore, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

~~**15.04.420 Penalty**~~

~~Every person violating any provision of the 2010 California Residential Code and appendices, adopted by reference by 15.04.410, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

~~**15.04.430 Definitions.**~~

~~Notwithstanding the provisions of Section 15.04.010, whenever the names or terms defined in this section are used in this code, each such name or term shall be deemed or construed to have in the meaning ascribed to it in this section.~~

~~"Board of supervisors" means the city of Calabasas city council.~~

~~"Building official and engineer" or "county engineer" means the building official of the city of Calabasas.~~

~~"County" or "County of Los Angeles" or "Unincorporated Territory of the County of Los Angeles" means the city of Calabasas.~~

~~"Grading code" means Title 15.10, 15.11, 15.12 grading and site development standards of the Calabasas Municipal Code.~~

15.04.430 2013 California Residential Code Administrative Provisions Adopted.

A. Chapter I Division II Administrative Provisions of the 2013 California Residential Code are hereby adopted by reference.

B. The 2013 California Residential Code Chapter I Division II Board of Appeals Section R112 is amended to read as follows:

R112 Board of Appeals

Appeals pertaining to the Residential Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

~~**15.04.440 Structural amendments.**~~

~~The following subsections within Chapter 3 of the 2010 California Residential Code shall be revised to read as follows:~~

~~R301.1.3.2 Woodframe structures. The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than two stories and basement in height located in Seismic Design Category A, B or C. Notwithstanding other sections of the law, the law establishing these provisions is found in Business and Professions Code Section 5537 and 6737.1.~~

~~The building official shall require construction documents to be approved and stamped by a California licensed architect or engineer for all dwellings of wood frame construction more than one story in height or with a basement located in Seismic Design Category D_0, D_1, or D_2.~~

~~R301.1.4 Seismic design provisions for buildings constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope). The design and construction of new buildings and additions to existing buildings when constructed on or into slopes steeper than one unit vertical in three units horizontal (33.3 percent slope) shall comply with Section 1613.12 of the California Building Code.~~

~~R301.2.2.2.5 Irregular buildings. Prescriptive construction as regulated by this code shall not be used for irregular structures located in Seismic Design Categories C, D_0, D1 and D2. Irregular portions of structures shall be designed in accordance with accepted engineering practice to the extent the irregular features affect the performance of the remaining structural system. When the forces associated with the irregularity are resisted by a structural system designed in accordance with accepted engineering practice, design of the remainder of the building shall be permitted using the provisions of this code. A building or portion of a building shall be considered to be irregular when one or more of the following conditions occur:~~

1. When exterior shear wall lines or braced wall panels are not in one plane vertically from the foundation to the uppermost story in which they are required.

3. When the end of a braced wall panel occurs over an opening in the wall below.

5. When portions of a floor level are vertically offset.

Section R301.2.2.3.5.1 is added to Section 301.2.2.3.5 of the 2010 Edition of the California Residential Code as follows:

Section R301.2.2.3.5.1 AISI S230, Section B1. Modify AISI S230, Section B1 to read as follows:

Where No. 8 screws are specified, the required number of screws in a steel-to-steel connection shall be permitted to reduce in accordance with the reduction factors in Table B1-1 when larger screws are used or when the sheets of steel being connected are thicker than 33 mils (0.84mm). When applying the reduction factor, the resulting number of screws shall be rounded up.

R322.1.4.1 Determination of design flood elevations. If design flood elevations are not specified, the building official is authorized to require the applicant to:

1. Obtain and reasonably use data available from federal, state, or other source; or

2. Determine the design flood elevation in accordance with accepted hydrologic and hydraulic undertaken by a registered civil engineer who shall determine that the technical methods used reflect currently accepted engineering practice. Studies, analyses and computations shall be submitted insufficient detail to allow thorough review and approval.

Chapter 4 of the 2010 California Residential Code is amended and the following subsections shall read as follows:

R401.1 Application. The provisions of this chapter shall control the design and construction of the foundation and foundation spaces for all buildings. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2(1) shall meet the provisions of Section R322. Wood foundations shall be designed and installed in accordance with AF&PA PWF.

Exception: The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In buildings that have no more than two floors and a roof.

2. When Interior basement and foundation walls are constructed at intervals not exceeding 50 feet (15 240mm).

Wood foundations in Seismic Design Category D_0, D_1, or D_2 shall not be permitted.

Exception: In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

R403.1.2 Continuous footing in Seismic Design Categories D0, D1, and D2. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D_0, D_1, and D_2 shall be supported by continuous footings. All required interior braced wall panels in buildings be supported by continuous footings.

R403.1.3 Seismic reinforcing. Concrete footings located in Seismic Design Categories D_0, D_1, and D_2, as established in Table R301.2(1), shall have minimum reinforcement. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

In Seismic Design Categories D_0, D_1, and D_2 where construction joint is created between a concrete footing and a stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend 3 inches (76 mm) clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches (357 mm) into the stem wall.

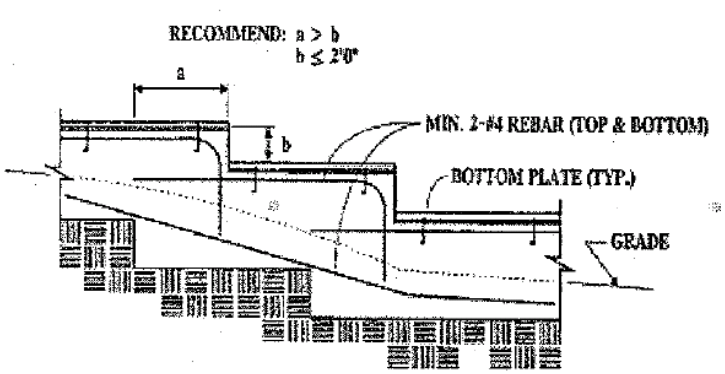
In Seismic Design Categories D_0, D_1, and D_2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.

In Seismic Design Categories D_0, D_1, or D_2 masonry stem walls without solid grout and vertical reinforcing are not permitted.

Exception: in detached one- and two-family dwellings located in Seismic Design Category A, B or C which are three stories or less in height and constructed with stud bearing walls, plain concrete footings without longitudinal reinforcement supporting walls and isolated plain concrete footings supporting columns or pedestals are permitted.

R403.1.5 Slope. The top surface of footings shall be level. The bottom surface of footings shall be permitted to have a slope not exceeding one unit vertical in 10 units horizontal (10 percent slope). Footings shall be stepped where it is necessary to change the elevation of the top surface of the footing or where the surface of the ground slopes more than one unit vertical in 10 units horizontal (10 percent slope).

For structures located in Seismic Design Categories D_0, D_1, or D_2, stepped footings shall be reinforced with four 1/2 inch diameter (12.7 mm) deformed reinforcing bars. Two bars shall be placed at the top and bottom of the footings as shown in Figure R403.1.5.



STEPPED FOUNDATIONS

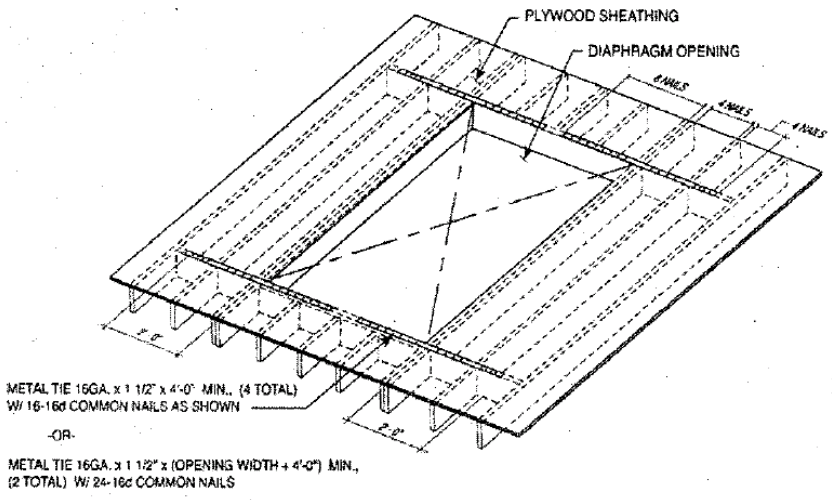
~~R404.2 Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with the details shown in figures R403.1 (2) and R403.2 (3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1, or D_2.~~

~~Section Chapter 5 of the 2010 California Residential Code is amended and the following subsections shall read as follows:~~

~~R501.1 Application. The provision of this chapter shall control the design and construction of the floors for all buildings including the floors of attic spaces used to house mechanical or plumbing fixtures and equipment weighing less than 400 lbs and a maximum height of 4 feet above the floor or attic level.~~

~~Section R503.2.4 is added to Chapter 5 of the 2010 Edition of the California Residential Code to read as follows:~~

~~R503.2.4 Openings in horizontal diaphragms. Openings in horizontal diaphragms with a dimension perpendicular to the joist that is greater than 4 feet (1.2 m) shall be constructed in accordance with Figure R503.2.4.~~



For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Blockings shall be provided beyond headers.
b. Metal ties not less than 0.058 inch [1.47 mm (16 galvanized gage)] by 1.5 inches (38 mm) wide with eight 16d common nails on each side of the header-joist intersection. The metal ties shall have a minimum yield of 33,000 psi (227 MPa).
c. Openings in diaphragms shall be further limited in accordance with Section R301.2.2.2.5.

~~Chapter 6 of the 2010 California Residential Code is amended and the following subsections shall read as follows:~~

~~Lines 34 thru 37 of Table R602.3(1) Other Wall Sheathing[h]~~

~~34~~	~~½ "structural cellulosic fiberboard sheathing~~	~~½ " galvanized roofing nail~~	~~3~~	~~6~~
~~35~~	~~25/32" structural cellulosic fiberboard sheathing~~	~~1 ¾" galvanized roofing nail~~	~~3~~	~~6~~
~~36~~	~~½ " gypsum sheathing[d]~~	~~1 ½ " galvanized roofing nail, 1 ¼ screws, Type W or S~~	~~7~~	~~7~~
~~37~~	~~5/8" gypsum sheathing[d]~~	~~1 ¾ " galvanized roofing nail, 1 5/8" screws, Type W or S~~	~~7~~	~~7~~

Table R602.3(2) Wood structural panels subfloor, roof and wall sheathing to framing and particleboard wall sheathing to framing[f]

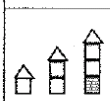
up to 1/2	0.097 - 0.099 Nail 2 1/4	3	6
19/32 and 5/8	0.113 Nail 2	3	6
	0.097 - 0.099 Nail 2 1/4	4	8
23/32 and 3/4	0.097 - 0.099 Nail 2 1/4	4	8
1	0.113 Nail 2 1/4	3	6

Floor underlayment: plywood hardboard particleboard[f]
Plywood

1/4 and 5/16	1 1/4 ring or screw shank nail minimum 12 1/2 ga (0.099") shank diameter	3	6
11/32, 3/8, 15/32, and 1/2	1 1/4 ring or screw shank nail minimum 12 1/2 ga (0.099") shank diameter	6	8[e]
19/32, 5/8, 23/32, and 3/4	1 1/4 ring or screw shank nail minimum 12 1/2 ga (0.099") shank diameter	6	8

Table R602.10.1.2(2)

TABLE R602.10.1.2(2)[a, b, c]
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY
(AS A FUNCTION OF BRACED WALL LINE LENGTH)

SOIL CLASS D[a] WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED WALL LINE SPACING ≤ 25 FT			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB	Methods[d] DWB, SFB, GB, PBS, PCP, HPS	Method WSP	Continuous Sheathing
SDC D_0 or D_1		10	NP	~~3.0~~ 6.0	2.0	1.7
		20	NP	~~6.0~~ 12.0	4.0	3.4
		30	NP	~~9.0~~ 18.0	6.0	5.1
		40	NP	~~12.0~~ 24.0	8.0	6.8
		50	NP	~~15.0~~ 30.0	10.0	8.5
		10	NP	~~6.0~~ NP	4.5	3.8
		20	NP	~~12.0~~ NP	9.0	7.7
		30	NP	~~18.0~~ NP	13.5	11.5
		40	NP	~~24.0~~ NP	18.0	15.3
		50	NP	~~30.0~~ NP	22.5	19.1
		10	NP	~~8.5~~ NP	6.0	5.1
		20	NP	~~17.0~~ NP	12.0	10.2
		30	NP	~~25.5~~ NP	18.0	15.3
		40	NP	~~34.0~~ NP	24.0	20.4
		50	NP	~~42.5~~ NP	30.0	25.5
SDC D_2		10	NP	~~4.0~~ 8.0	2.5	
		20	NP	~~8.0~~ 16.0	5.0	
		30	NP	~~12.0~~ 24.0	7.5	
		40	NP	~~16.0~~ 32.0	10.0	
		50	NP	~~20.0~~ 40.0	12.5	
		10	NP	~~7.5~~ NP	5.5	
		20	NP	~~15.0~~ NP	11.0	
		30	NP	~~22.5~~ NP	16.5	
		40	NP	~~30.0~~ NP	22.0	
		50	NP	~~37.5~~ NP	27.5	
		10	NP	NP	NP	
		20	NP	NP	NP	
		30	NP	NP	NP	
		40	NP	NP	NP	
		50	NP	NP	NP	

d. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1, and Methods DWB, SFB, PBS, and HPS are not permitted in SDC D_0, D_1, and D_2.

~~Table R602.10.2~~

TABLE R602.10.2
INTERMITTENT BRACING METHODS[a]

WSP	Wood structural panel (see Section R604)	~~$\frac{3}{8}$"~~ 15/32"		8d common (2 ½" x 0.131) nails at 6" spacing (panel edge) at 12" spacing (intermediate supports), 3/8" edge distance to panel edge ~~For exterior sheathing see Table R602.3(3). For interior sheathing see Table R602.3(4).~~
SFB	Structural fiberboard sheathing	½" or ~~$\frac{25}{32}$"~~ 13/32" for maximum 16" stud spacing		$1\frac{1}{2}$" galvanized roofing nails or 8d common ($2\frac{1}{2}$" x 0.131) nails at 3" spacing (panel edges) at 6" spacing (intermediate supports)
GB	Gypsum board	½"		Nails or screws at 7" spacing at panel edges including top and bottom plates; for all braced wall panel locations for exterior sheathing nail or screw size, see Table R602.3(3); for interior gypsum board nail or screw size, see Table R702.3.5
PBS	Particleboard sheathing (see Section R605)	~~$\frac{3}{8}$"~~ or ½" for maximum 16" stud spacing		$1\frac{1}{2}$" galvanized roofing nails or 8d common ($2\frac{1}{2}$" x 0.131) nails at 3" spacing (panel edges) at 6 spacing (intermediate supports)
PCP	Portland cement plaster	See Section R703.6 For maximum 16" stud spacing		$1\frac{1}{2}$", 11 gage, $\frac{7}{16}$" head nails at 6" spacing or ~~$\frac{7}{8}$", 16 gage staples at 6" spacing~~

a. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1 in SDC D_0, D_1, and D_2. Methods LIB, DWB, SFB, PBS, HPS, and PFG are not permitted in SDC D_0, D_1, and D_2.

~~Figure R602.10.3.~~

Figure R602.10.3.

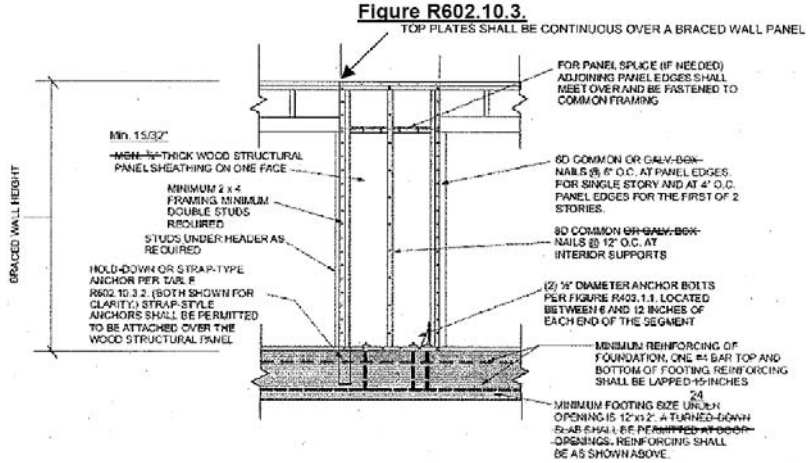


FIGURE R602.10.3.2
ALTERNATE BRACED WALL PANEL

~~Figure R602.10.3~~

Figure R602.10.3

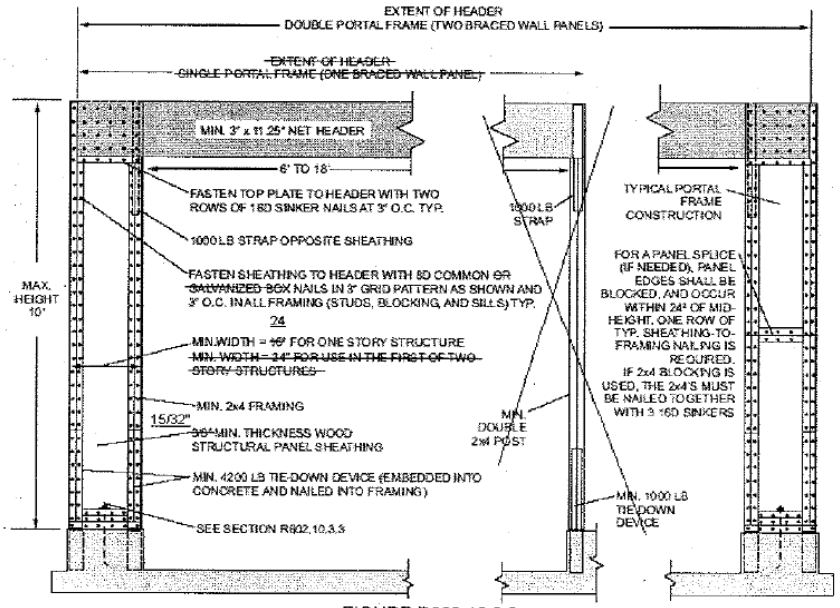


FIGURE R602.10.3.3
METHOD PFH: PORTAL FRAME WITH HOLD-DOWNS AT DETACHED GARAGE DOOR OPENINGS

~~Section R602.10.3.~~

~~1. Each panel shall be fabricated in accordance with Figure R602.10.3.3. The wood structural panel sheathing shall extend up over the solid sawn or glued-laminated header and shall be nailed in the side of the built up beam opposite the wood structural panel sheathing. The header shall extend between the inside faces of the first full-length outer studs of each panel. One anchor bolt not less than 5/8 inch diameter (16 mm) and installed in accordance with Section R403.1.6 shall be provided in the center of each sill Oplate. The hold-down devices shall be an embedded strap type, installed in accordance with the manufacturer's recommendations. The panels shall be supported directly on a foundation that is continuous across the entire length of the braced wall line. The foundation shall be reinforced as shown on Figure R602.10.3.2. This reinforcement shall be lapped not less than 24 inches (610 mm) with the reinforcement required in the continuous foundation located directly under the braced wall line.~~

~~Table R602.10.4.~~

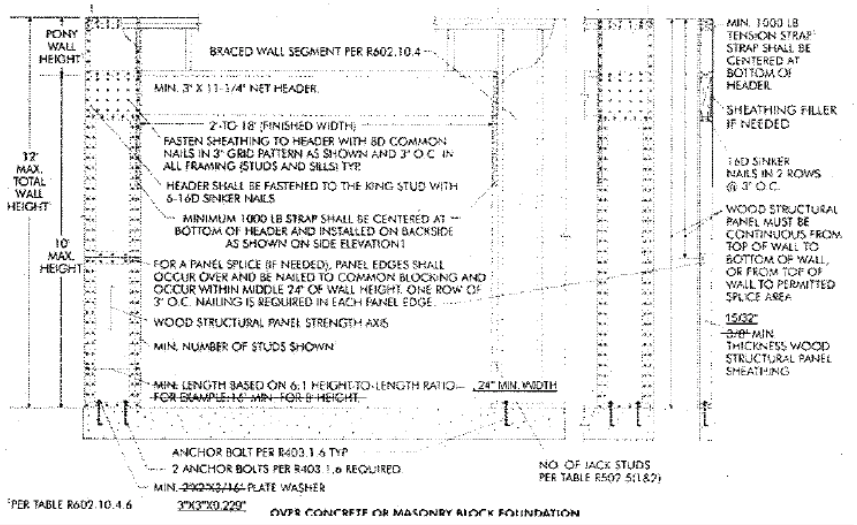
Table R602.10.4.

TABLE R602.10.4.1
CONTINUOUS SHEATHING METHODS

METHOD	MATERIAL	MINIMUM THICKNESS	FIGURE	CONNECTION CRITERIA
CS-WSP	Wood structural panel	15/32" ~~3/8"~~	~~6d~~	~~6d~~ common (2" × 0.113") nails at 6" spacing (panel edges) and at 12" spacing (intermediate supports) ~~or 16 ga. x 1 3/4 staples at 3" spacing (panel edges) and 6" spacing (intermediate supports)~~
CS-G	Wood structural panel adjacent to garage openings and supporting roof load only[a,b]	15/32" ~~3/8"~~		See Method CS-WSP
CS-PF	Continuous portal frame	See Section R602.10.4.1		See Section R602.10.4.1

~~Figure R602.10.4.1.~~

Figure R602.10.4.1.



~~Section R602.10.7.1 of the 2010 California Residential Code is deleted in its entirety.~~

~~Section R606.2.4 of the 2010 California Residential Code is amended to read as follows:~~

~~R606.2.4 Parapet walls. Unreinforced solid masonry parapet walls shall not be less than 8 inches (203 mm) thick and their height shall not exceed four times their thickness. Unreinforced hollow unit masonry parapet wall shall not be less than 8~~

inches (203 mm) thick, and their height shall not exceed three times their thickness. Masonry parapet walls in areas subject to wind loads of 30 pounds per square foot (1.44 kPa) or located in Seismic Design Category D_0, D_1, or D_2, or on townhouses in Seismic Design Category C shall be reinforced in accordance with Section R606.12.

R606.12.2.2.3 Reinforcement of requirements for masonry elements. Masonry elements listed in Section R606.12.2.2.2 shall be reinforced in either the horizontal or vertical direction as shown in Figure R606.11(3) and in accordance with the following:

1. Horizontal reinforcement. Horizontal joint reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Horizontal reinforcement shall be provided within 16 inches (406 mm) of the top and bottom of these masonry elements.

2. Vertical reinforcement. Vertical reinforcement shall consist of at least one No. 4 bar spaced not more than 48 inches (1219 mm). Vertical reinforcement shall be within 8 inches (406 mm) of the ends of masonry walls.

Exception of Section 602.3.2

Exception: In other than Seismic Design Category D_0, D_1, or D_2, a single top plate may be installed in stud walls, provided the plate is adequately tied at joints, corners and interesting walls by a minimum of 3-inch-by-6-inch by a 0.036 inch-thick (76 mm by 152 mm by 0.914 mm) galvanized steel plate that is nailed to each wall or segment of wall by six 8d nails on each side, provided the rafters or joists are centered over the studs with a tolerance of no more than 1 inch (25 mm). The top plate may be omitted over lintels that are adequately tied to adjacent wall sections with steel plates or equivalent as previously described.

Chapter 8 of the 2010 California Residential Code is amended and the following subsections shall read as follows:

Footnote "l" is added to Table R802.5.1(9)

Edge distances, end distances and spacings for nails shall be sufficient to prevent splitting of the wood.

R802.8 Lateral support. Roof framing members and ceiling joists having a depth-to-thickness ratio exceeding 2 to 1 based on nominal dimensions shall be provided with lateral support at points of bearing to prevent rotation. For roof rafters with ceiling joists attached per Table R602.3(1), the depth thickness ratio for the total assembly shall be determined using the combined thickness of the rafter plus the attached ceiling joist.

R802.10.2 Design. Wood trusses shall be designed in accordance with accepted engineering practice. The design and manufacture of metal plate connected wood trusses shall comply with ANSI/TPI 1. The truss design drawings shall be prepared by a registered professional.

R803.2.4 Openings in horizontal diaphragms. Openings in horizontal diaphragms shall conform with Section R503.2.4.

Chapter 10 of the 2010 California Residential Code is amended and the following subsections shall read as follows:

R1001.3.1 Vertical reinforcing. For chimneys up to 40 inches (1016 mm) wide, four No. 4 continuous vertical bars adequately anchored into the concrete foundation shall be placed between wythes of solid masonry or within the cells of hollow unit masonry and grouted in accordance with Section R609. Grout shall be prevented from bonding with the flue liner so that the flue liner is free to move with thermal expansion. For chimneys more than 40 inches (1016 mm) wide, two additional No. 4 vertical bars adequately anchored into the concrete foundation shall be provided for each additional flue incorporated into the chimney or for each additional 40 inches (1016 mm) in width or fraction thereof.

(Ord. No. 2010-278-U, § 16, 11-24-2010; Ord. No. 2011-278, § 16, 1-24-2011)

15.04.450 Existing structures.

The following sections of the Residential Code are added to provide as follows:

R1101 Compliance with other codes. Alterations, repairs, additions, changes of occupancy and maintenance of all structures shall comply with the provisions for alterations, repairs, additions, changes of occupancy and maintenance of all structures in the California Fire Code, California Plumbing Code, California Mechanical Code, California Electrical Code, Title 25, California Code of Regulations, Division 1, Chapter 1, Subchapter 1, Article 1 (a) and (b) and California Health and Safety Code Sections 17920-17927.

(HCD 1) See Chapter 34, Section 3403.1, Exception 2 and Title 25, Division 1, Chapter 1, Subchapter 1, Article 1, commencing with Section 1 for existing buildings or structures.

R1102 Substandard Buildings. Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

(1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.

(2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.

(3) Lack of, or improper kitchen sink.

(4) Lack of hot and cold running water to plumbing fixtures in a hotel.

(5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.

(6) Lack of adequate heating.

~~(7) Lack of, or improper operation of required ventilating equipment.~~

~~(8) Lack of minimum amounts of natural light and ventilation required by this code.~~

~~(9) Room and space dimensions less than required by this code.~~

~~(10) Lack of required electrical lighting.~~

~~(11) Dampness of habitable rooms.~~

~~(12) Infestation of insects, vermin, or rodents as determined by the health officer.~~

~~(13) General dilapidation or improper maintenance.~~

~~(14) Lack of connection to required sewage disposal system.~~

~~(15) Lack of adequate garbage and rubbish storage and removal facilities as determined by the health officer.~~

~~(b) Structural hazards shall include, but not be limited to, the following:~~

~~(1) Deteriorated or inadequate foundations.~~

~~(2) Defective or deteriorated flooring or floor supports.~~

~~(3) Flooring or floor supports of insufficient size to carry imposed loads with safety.~~

~~(4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.~~

~~(5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.~~

~~(6) Members of ceilings, roofs, ceilings and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.~~

~~(7) Members of ceiling, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.~~

~~(8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.~~

~~(9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.~~

~~(c) Any nuisance.~~

~~(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.~~

~~(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.~~

~~(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.~~

~~(g) Faulty weather protection, which shall include, but not be limited to, the following:~~

~~(1) Deteriorated, crumbling, or loose plaster.~~

~~(2) Deteriorated or ineffective waterproofing of exterior walls, roof, foundations, or floors, including broken windows or doors.~~

~~(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.~~

~~(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.~~

~~(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.~~

~~(i) All materials of construction, except those which are specifically allowed or approved by this code, and which have been adequately maintained in good and safe condition.~~

~~(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.~~

~~(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.~~

~~(l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.~~

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire resistive integrity and fire extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

"Substandard building" includes a building not in compliance with Section 13143.2. of the California Health and Safety Code. However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

R1103 Definitions. For the purposes of this chapter, the following definition applies and is hereby added to Section R 202 Definitions of the 2010 California Residential Code (CRC):

Substantial Structural Damage - A condition where:

1. In any story, the vertical elements of the lateral-force-resisting system, have suffered damage such that the lateral load-carrying capacity of the structure in any direction has been reduced by more than 20 percent from its pre-damaged condition, or

2. The capacity of any vertical gravity load-carrying component, or any group of such components, that supports more than 30 percent of the total area of the structure's floor(s) and roof(s) has been reduced more than 20 percent from its pre-damaged condition, and the remaining capacity of such affected elements with respect to all dead and live loads is less than 75 percent of that required by the building code for new buildings of similar structure, purpose and location.

R1104 Repairs. For the purposes of this chapter, the following repair requirements are hereby added as Additions, Alterations or Repair in the 2010 California Residential Code (CRC):

R1104.1 Repairs. Repairs of structural elements shall comply with this section.

R1104.1.1 Seismic evaluation and design. Seismic evaluation and design of an existing building and its components shall be based on the following criteria.

R1104.1.1.1 Evaluation and design procedures. The seismic evaluation and design shall be based on the procedures specified in the building code, ASCE 31 Seismic Evaluation of Existing Buildings (for evaluation only) or ASCE 41 Seismic rehabilitation of Existing Buildings. The procedures contained in Appendix A of the International Existing Building Code shall be permitted to be used as specified in Section R1104.1.1.3.

R1104.1.1.2 CRC level seismic forces. When seismic forces are required to meet the building code level, they shall be one of the following:

1. 100 percent of the values in the building code. The R factor used for analysis in accordance with Chapter 16 of the building code shall be the R factor specified for structural systems classified as "Ordinary" unless it can be demonstrated that the structural system satisfies the proportioning and detailing requirements for systems classified as "Intermediate" or "Special".

2. Forces corresponding to BSE-1 and BSE-2 Earthquake Hazard Levels defined in ASCE 41. Where ASCE 41 is used, the corresponding performance levels shall be those shown in Table R1104.1.1.2.

TABLE R1104.1.1.2
ASCE 41 and ASCE 31 PERFORMANCE LEVELS

OCCUPANCY CATEGORY (BASED ON IBC TABLE 1604.5)	PERFORMANCE LEVEL FOR USE WITH ASCE 31 AND WITH ASCE 41 BSE-1 EARTHQUAKE HAZARD LEVEL	PERFORMANCE LEVEL FOR USE WITH ASCE 41 BSE-2 EARTHQUAKE HAZARD LEVEL
I	Life Safety (LS)	Collapse Prevention (CP)
II	Life Safety (LS)	Collapse Prevention (CP)
III	Note (a)	Note (a)
IV	Immediate Occupancy (IO)	Life Safety (LS)

a. Performance Levels for Occupancy Category III shall be taken as halfway between the performance levels specified for Occupancy Category II and Occupancy Category IV.

R1104.1.1.3 Reduced CBC level seismic forces. When seismic forces are permitted to meet reduced building code levels, they shall be one of the following:

1. 75 percent of the forces prescribed in the building code. The R factor used analysis in accordance with Chapter 16 of the California Building Code shall be the R factor as specified in Section R1104.1.1.2.

2. In accordance with the applicable chapters in Appendix A of the International Existing Building Code as specified in Items 2.1 through 2.5 below. Structures or portions of structures that comply with the requirements of the applicable chapter in Appendix A shall be deemed to comply with the requirements for reduced building code force levels.

2.1 The seismic evaluation and design of un-reinforced masonry bearing wall buildings in Occupancy Category 1 or II are permitted to be based on the procedures specified in Appendix Chapter A1.

2.2 Seismic evaluation and design of the wall anchorage system in reinforced concrete and reinforced masonry wall buildings with flexible diaphragms in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A2.

2.3 Seismic evaluation and design of cripple walls and sill plate anchorage in residential buildings or light frame wood construction in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A3.

2.4 Seismic evaluation and design of soft, weak, or open-front wall conditions in multiunit residential buildings of wood construction in Occupancy Category I or II are permitted to be based on the procedures specified in Appendix Chapter A4.

2.5 Seismic evaluation and design of concrete buildings and concrete with masonry infill buildings in all Occupancy Categories are permitted to be based on the procedures specified in Appendix Chapter A5.

3. In accordance with ASCE 31 based on the applicable performance level as shown in Table R1104.1.1.2.

4. Those associated with the BSE-1 Earthquake Hazard Level defined in ASCE 41 and the performance level as shown in Table R1104.1.1.2. Where ASCE 41 is used, the design spectral response acceleration parameters Sxs and Sx1 shall not be taken less than 75 percent of the respective design spectral response acceleration parameters SDS and SD1 defined by the International Building Code and its reference standards.

R1104.1.2 Wind Design. Wind design of existing buildings shall be based on the procedures specified in the building code.

R1105 Repairs to damaged buildings. Repairs to damaged buildings shall comply with this section.

R1105.2.1 Unsafe conditions. Regardless of the extent of structural damage, unsafe conditions shall be eliminated.

R1105.2.2 Substantial structural damage to vertical elements of the lateral-force-resisting system. A building that has sustained substantial structural damage to the vertical elements of its lateral force resisting system shall be evaluated and repaired in accordance with the applicable provisions of Section R1104.2.1 through R1104.2.3.

~~R1105.2.2.1 Evaluation. The building shall be evaluated by a registered design professional, and the evaluation findings shall be submitted to the code official. The evaluation shall establish whether the damaged building, if repaired to its pre-damage state, would comply with the provisions of the building code. Wind forces for this evaluation shall be those prescribed in the building code. Seismic forces for this evaluation are permitted to be the reduced level seismic forces specified in Code Section R1104.2.1.~~

~~R1105.2.2.2 Extent of repair for compliant buildings. If the evaluation establishes compliance of the pre-damage building in accordance with Section R1104.2.1, then repairs shall be permitted that restore the building to its pre-damage state, using materials and strengths that existed prior to the damage.~~

~~R1105.2.2.3 Extent of repair for non-compliant buildings. If the evaluation does not establish compliance of the pre-damage building in accordance with Section R1105.2.2.1, then the building shall be rehabilitated to comply with applicable provisions of the building code for load combinations including wind of seismic forces. The wind design level for the repair shall be as required by the building code in effect at the tie of original construction unless the damage was caused by wind, in which case the design level shall be as required by the code in effect at the time of original construction or as required by the building code, whichever is greater. Seismic forces for this rehabilitation design shall be those required for the design of the pre-damaged building, but not less than the reduced level seismic forces specified in Section R1101.1.3. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of the building code for new buildings or similar structure, purpose, and location.~~

~~R1105.2.3 Substantial structural damage to vertical load-carrying components. Vertical load-carrying components that have sustained substantial structural damage shall be rehabilitated to comply with the applicable provisions for dead and live loads in the building code. Undamaged vertical load-carrying components that receive dead or live loads from rehabilitated components shall also be rehabilitated to carry the design loads of the rehabilitation design. New structural members and connections required by this rehabilitation design shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.~~

~~R1105.2.3.1 Lateral force-resisting elements. Regardless of the level of damage to vertical elements of the lateral force-resisting system, if substantial structural damage to vertical load-carrying components was caused primarily by wind or seismic effects, then the building shall be evaluated in accordance with Section R1103.5.2.2.1 and, if non-compliant, rehabilitated in accordance with Section R1103.5.2.2.3.~~

~~R1105.2.4 Less than substantial structural damage. For damage less than substantial structural damage, repairs shall be allowed that restore the building to its pre-damage state, using materials and strengths that existed prior to the damage. New structural members and connections used for this repair shall comply with the detailing provisions of the building code for new buildings of similar structure, purpose, and location.~~

15.04.460 Safety assessment placards.

A. Intent. This section established standard placards to be used to indicate the condition of a structure for continued occupancy. The section further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

B. Application of provisions. The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city of Calabasas. The city council may extend the provisions as necessary.

C. Definitions.

Safety assessment is a visual, non-destructive examination of a building or structure for purpose of determining the condition for continued occupancy.

D. Placards. The following are verbal descriptions of the official placards to be used to designate the condition for continued occupancy of buildings or structures.

1. INSPECTED – Lawful Occupancy Permitted is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
2. RESTRICTED USE is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
3. UNSAFE – Do Not Enter or Occupy is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the Building Official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
    i. This ordinance number, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.
    ii. Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the Building Official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

(Ord. No. 2010-278-U, § 18, 11-24-2010; Ord. No. 2011-278, § 18, 1-24-2011)

15.04.470 Barriers for Swimming pools, spas, and hot tubs.

Section 3109.3 of the 2010 California Building Code is amended to read as follows:

3109.3 Outdoor Swimming Pool. An outdoor swimming pool shall be provided with a barrier that shall be installed, inspected and approved prior to plastering or filling with water. The barrier shall comply with the following:

~~1. The top of the barrier shall be at least 60 inches (1524 mm) above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches (51 mm) measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance at the bottom of the barrier may be increased to 4 inches (102 mm) when grade is a solid surface such as a concrete deck, or when the barrier is mounted on top of the aboveground pool structure. When barriers have horizontal members spaced less than 45 inches (1143 mm) apart, the horizontal members shall be placed on the pool side of the barrier. Any decorative design work on the side away from the swimming pool, such as protrusions, indentations or cutouts, which render the barrier climbable, is prohibited.~~

~~2. Openings in the barrier shall not allow passage of a 1 3/4 inch diameter (44 mm) sphere.~~

~~EXCEPTIONS:~~

~~1. When vertical spacing between such openings is 48 inches (1143 mm) or more, the opening size may be increased such that the passage of a 4 inch diameter (102 mm) sphere is not allowed.~~

~~2. For fencing composed of vertical and horizontal members, the spacing between vertical members may be increased up to 4 inches (102 mm) when the distance between the tops of horizontal members is 48 inches (1143 mm) or more.~~

~~3. Chain link fences used as the barrier shall not be of less than 11 gage and shall be provided with slats of wood or UV resistant plastic interwoven with the chain link.~~

~~3A. Existing chain link fences may be used as the swimming pools, spas, and hot tub barriers and shall be screened as provided for in the City of Calabasas Land Use and Development Code.~~

~~3B. Replacement fencing for swimming pools, spas, and hot tub barriers and barriers for new swimming pools, spas, and hot tub barriers shall not be constructed of chain link fencing of any type.~~

~~**15.04.480 Appendix H adopted.**~~

~~Appendix H of the 2010 California Residential Code is hereby adopted.~~

Article III. California Mechanical Code

15.04.510 ~~2010~~ 2013 California Mechanical Code adopted.

A. The ~~2010~~ 2013 California Mechanical Code, which regulate and control the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, venting, cooling, refrigeration systems, or other miscellaneous heat-producing appliances in the city, provides for the issuance of permits and collection of fees therefore and provides for

penalties for the violation thereof, with certain changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

~~**15.04.520 Penalty.**~~

~~Every person violating any provision of the 2010 California Mechanical Code, adopted by reference by Section 15.04.510, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

~~**15.04.530 Definitions.**~~

~~Not withstanding the provisions of Section 15.04.510, whenever the names or terms defined in this section are used in this code, each such name or term shall be deemed or construed to have in the meaning ascribed to it in this section.~~

~~A. "Board of supervisors" shall mean the city of Calabasas city council.~~

~~B. "County" or "County of Los Angeles" or Unincorporated Territory of the County of Los Angeles" shall mean the city of Calabasas.~~

~~C. "Building official and engineer" or "county engineer" shall mean the building official of the city of Calabasas.~~

15.04.530 2013 California Mechanical Code Administrative Provisions Adopted.

A. Division II of Chapter I Administrative Provisions of the 2013 California Mechanical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2013 California Mechanical Code Division II of Chapter I Section 108.0 Board of Appeals is amended to read as follows:

108.0 Board of Appeals

Appeals pertaining to the Mechanical Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

Article IV California Plumbing Code

15.04.560 ~~2010~~2013 California Plumbing Code adopted.

(A) The ~~2010~~2013 California Plumbing Code inclusive of ~~2010~~ 2013 California Plumbing Code Appendix A, Appendix B, Appendix C, Appendix D, Appendix F, Appendix G, Appendix H, Appendix I, and Appendix L ~~Appendix M and Appendix S~~ which provide minimum requirements and standards for the protection of the public health, safety and welfare by regulating the installation or alteration of plumbing and drainage, materials, venting, wastes, traps, interceptors, water systems, sewers, gas piping, water heaters and other related products, and workmanship in the city, provide for the issuance of permits and collection of fees therefor, and provide for penalties for the violations thereof, with certain changes and amendments thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

~~(B) All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.~~

~~**15.04.570 Penalty.**~~

~~Every person violating any provision of the 2010 California Plumbing Code, adopted by reference by Section 15.04.560, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

~~**15.04.580 Definitions.**~~

~~Not withstanding the provisions of Section 15.04.560, whenever the names or terms defined in this section are used in this code, each such name or term shall be deemed or construed to have in the meaning ascribed to it in this section.~~

~~A. "Board of supervisors" shall mean the city of Calabasas city council.~~
~~B. "County" or "County of Los Angeles" or Unincorporated Territory of the County of Los Angeles" shall mean the city of Calabasas.~~

~~C. "Building official and engineer" or "county engineer" shall mean the building official of the city of Calabasas.~~

15.04.580 2013 California Plumbing Code Administrative Provisions Adopted.

A. Division II of Chapter I Administrative Provisions of the 2013 California Plumbing Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2013 California Plumbing Code Division II of Chapter I Section 102.3 Board of Appeals is amended to read as follows:

102.3 Board of Appeals

Appeals pertaining to the Plumbing Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

15.04.610 Appendix K.

~~APPENDIX K PRIVATE SEWAGE DISPOSAL SYSTEMS~~
~~ONSITE WASTEWATER TREATMENT SYSTEMS (OWTS)~~

~~Note ** = Existing Amendment~~

~~Underline = New Amendment~~

~~*Strikeout* = New Amendment~~

~~***Strikeout*** = Existing Amendment~~

~~Introduction. **~~

~~A primary function of an onsite wastewater treatment system ("OWTS" or "Treatment System") is to reduce or eliminate the pathogenic organisms that are found in wastewater. Defective and/or substandard treatment systems that fail to adequately treat wastewater can contaminate groundwater, affect water quality, and create significant health hazards for the public and environment. Inappropriately designed or inadequately maintained onsite wastewater treatment systems have been proven to be the third most common source of groundwater contamination in the nation.~~

~~Appendix K and amendments thereto (hereafter collectively "Appendix K") are intended to address these growing and proven environmental issues by ensuring that existing onsite wastewater treatment systems are property operated and maintained and~~

new treatment systems are properly constructed or installed and thereafter properly operated and maintained. Appendix K and the amendments thereto are designed to meet these objectives and ensure that all new and existing OWTS in the City of Calabasas are environmentally safe and free of health hazards.

K 1.0 Private Sewage Disposal - General.

(A) Where permitted by Section 713.0, the building sewer shall be permitted to be connected to a private sewage disposal system complying with the provisions of this appendix. The type of system shall be determined on the basis of location, soil porosity, and groundwater level, and shall be designed to receive all sewage from the property. The system, except as otherwise approved, shall consist of a septic tank with effluent discharging into a subsurface disposal field, into one (1) or more seepage pits, or into a combination of subsurface disposal field and seepage pits. The Authority Having Jurisdiction shall be permitted to grant exceptions to the provisions of this appendix for permitted structures that have been destroyed due to fire or natural disaster and that cannot be reconstructed in compliance with these provisions provided that such exceptions are the minimum necessary.

(B) Where the quantity or quality of the sewage is such that the above system cannot be expected to function satisfactorily for commercial, agricultural, and industrial plumbing systems; for installations where appreciable amounts of industrial or indigestible wastes are produced; for occupancies producing abnormal quantities of sewage or liquid waste; or when grease interceptors are required by other parts of this code, the method of sewage treatment and disposal shall be first approved by the Authority Having Jurisdiction. Special sewage disposal systems for minor, limited, or temporary uses shall be first approved by the Authority Having Jurisdiction.

(C) Disposal systems shall be designed to utilize the most porous or absorptive portions of the soil formation. Where the groundwater level extends to within twelve (12) feet (3,658 mm) or less of the ground surface or where the upper soil is porous and the underlying stratum is rock or impervious soil, a septic tank and disposal field system shall be installed.

(D) Disposal systems shall be located outside of flood hazard areas. Exception: Where suitable sites outside of flood hazard areas are not available, disposal systems shall be permitted to be located in flood hazard areas on sites where the effects of inundation under conditions of the design flood are minimized.

(E) All private sewage disposal systems shall be so designed that additional seepage pits or subsurface drain fields, equivalent to not less than one-hundred (100) percent of the required original system, shall be permitted to be installed where the original system cannot absorb all the sewage. No division of the lot or erection of structures on the lot shall be made if such division or structure impairs the usefulness of the one-hundred (100) percent expansion area.

(F) No property shall be improved in excess of its capacity to properly absorb sewage effluent by the means provided in this code.

Exception: The Authority Having Jurisdiction shall be permitted to, at its discretion, approve an alternate system.

(G) No private sewage disposal system, or pmt thereof, shall be located in any lot other than the lot that is the site of the building or structure served by such private sewage disposal system, nor shall any private sewage disposal system or part thereof be located at any point having less than the minimum distances indicated in Table K-1.

Nothing contained in this code shall be construed to prohibit the use of all or part of an abutting lot to provide additional space for a private sewage disposal system or part thereof when proper cause, transfer of ownership, or change of boundary not in violation of other requirements has been first established to the satisfaction of the Authority Having Jurisdiction. The instrument recording such action shall constitute an agreement with the Authority Having Jurisdiction, which shall clearly state and show that the areas so joined or used shall be maintained as a unit during the time they are so used. Such agreement shall be recorded in the office of the County Recorder as part of the conditions of ownership of said properties and shall be binding on all heirs, successors, and assigns to such properties. A copy of the instrument recording such proceedings shall be filed with the Authority Having Jurisdiction.

(H) When there is insufficient lot area or improper soil conditions for adequate sewage disposal for the building or land use proposed, and the Authority Having Jurisdiction so finds, no building permit shall be issued and no private sewage disposal shall be permitted. Where space or soil conditions are critical, no building permit shall be issued until engineering data and test reports satisfactory to the Authority Having Jurisdiction have been submitted and approved.

(I) Nothing contained in this appendix shall be construed to prevent the Authority Having Jurisdiction from requiring compliance with additional requirements than those contained herein, where such additional requirements are essential to maintain a safe and sanitary condition.

(J) Alternate systems shall be permitted to be used only by special permission of the Authority Having Jurisdiction after being satisfied of their adequacy. This authorization is based on extensive field and test data from conditions similar to those at the proposed site, or require such additional data as necessary to provide assurance that the alternate system will produce continuous and long-range results at the proposed site, not less than equivalent to systems which are specifically authorized.

If demonstration systems are to be considered for installation, conditions for installation, maintenance, and monitoring at each such site shall first be established by the Authority Having Jurisdiction.

Approved aerobic systems shall be permitted to be substituted for conventional septic tanks provided the Authority Having Jurisdiction is satisfied that such systems will pro-duce results not less than equivalent to septic tanks, whether their aeration systems are operating or not.

K-2.0 Capacity of Septic Tanks.

The liquid capacity of all septic tanks shall conform to Tables K-2 and K-3 as determined by the number of bedrooms or apartment units in dwelling occupancies and the estimated waste/sewage design flow rate or the number of plumbing fixture units as

~~determined from Table 7-3 of this Code, whichever is greater in other building occupancies. The capacity of anyone (1) septic tank and its drainage system shall be limited by the soil structure classification, as specified in Table K-4.~~

~~K-3.0~~

~~*Area of Disposal Fields.* **~~

~~*Area of Disposal Fields and Seepage Pits.*~~

~~The minimum effective absorption area in disposal fields in square feet (m^2), *and in seepage pits in square feet (m^2)* of side wall, shall be predicated on the required septic tank capacity in gallons (liters) and/or estimated waste/sewage flow rate, whichever is greater, and shall conform to Table K-4 as determined for the type of soil found in the excavation, and shall be as follows:~~

1. ~~When disposal fields are installed, a minimum of one hundred and fifty (150) square feet ($14m^2$) of trench bottom shall be provided for each system exclusive of any hard pan, rock, clay, or other impervious formations. Side wall area in excess of the required twelve (12) inches (305mm) and not to exceed thirty six (36) inches (914 mm) below the leach line may be added to the trench bottom area when computing absorption areas.~~
2. ~~Where leaching beds are permitted in lieu of trenches, the area of each such bed shall be at least fifty (50) percent greater than the tabular requirements for trenches. Perimeter side wall area in excess of the required twelve (12) inches (305 mm) and not to exceed thirty six (36) inches (914 mm) below the leach line may be added to the trench bottom area when computing absorption areas.~~
3. ~~No excavation for a leach line or leach bed shall extend within ten (10) feet (3048mm) of ground water *table* nor to a depth where sewage may contaminate the underground water stratum.~~
4. ~~The minimum effective absorption area in any seepage pit shall be calculated as the excavated side wall area below the inlet exclusive of any hardpan, rock, clay, or other impervious formations.~~

~~The minimum required area of porous formation shall be provided in one or more seepage pits. No excavation shall extend within ten (10) feet (3048 mm) of ground water *table* nor to a depth where sewage may contaminate underground water stratum.~~

5. ~~Leaching chambers shall be sized on the bottom absorption area (nominal unit width) in square feet. The required area shall be calculated using Table K4 with a 0.70 multiplier.~~

~~K-4.0 Percolation Test.* *~~

~~(A) Wherever practicable, disposal field and seepage (a) pit sizes shall be computed from Table K-4. Seepage pit sizes shall be computed by percolation tests unless use of Table K-4 is approved by the administrative authority *and the health officer*.~~

~~(B) In order to determine the absorption qualities of (b) seepage pits and of questionable soils other than those listed in Table K-4, the proposed site shall be subjected to percolation tests acceptable to the administrative authority *and the health officer*.~~

(C) When a percolation test is required, the proposed system shall have the capacity to absorb a quantity of clear water in a twenty-four-hour period equal to at least five times the liquid capacity of the proposed septic tank. No private disposal system shall be permitted to serve a building if that test shows the absorption capacity of the soil is less than 0.83 gallons per square foot (33.8L/m2) or more than 5.12 gallons per square foot (208 L/m2) of leaching area per twenty-four (24) hours. If the percolation test shows an absorption rate greater than 5.12 gallons per square foot (208 L/m2) per 24 hours, a private disposal system may be permitted if the site does not overlie ground waters protected for drinking water supplies, a minimum thickness of two (2) feet (610mm) of the native soil below the entire proposed system design is replaced by loamy sand, and the system design is based on percolation tests made in the loamy sand.

K 5.0 Septic Tank Construction.

(A) Plans for all septic tanks shall be submitted to the Authority Having Jurisdiction for approval. Such plans shall show all dimensions, reinforcing, structural calculations, and such other pertinent data as required.

(B) Septic tank design shall be such as to produce a clarified effluent consistent with accepted standards and shall provide adequate space for sludge and scum accumulations.

(C) Septic tanks shall be constructed of solid durable materials not subject to excessive corrosion or decay and shall be watertight.

(D) Septic tanks shall have a minimum of two (2) compartments. The inlet compartment of any septic tank shall be not less than two-thirds (2/3) of the total capacity of the tank, nor less than five-hundred (500) gallons (1.9 m3) liquid capacity, and shall be not less than three (3) feet (914 mm) in width and five (5) feet (1,524 mm) in length. Liquid depth shall be not less than two (2) feet (610 mm) and six (6) inches (152 mm) nor more than six (6) feet (1 ,829 mm). The secondary compartment of any septic tank shall have a minimum capacity of two-hundred fifty (250) gallons (l.0 m3) and a maximum capacity of one third (1/3) of the total capacity of such tank. In septic tanks having over a fifteen-hundred (1,500) gallon (5.7 m3) capacity, the secondary compartment shall be not less than five (5) feet (1,524 mm) in length.

(E) Access to each septic tank shall be provided by not less than two (2) manholes twenty (20) inches (508 mm) in minimum dimension or by an equivalent removable cover slab. One (1) access manhole shall be located over the inlet and one (1) access manhole shall be located over the outlet. Wherever a first compartment exceeds twelve (12) feet (3,658 mm) in length, an additional manhole shall be provided over the baffle wall.

(F) The inlet and outlet pipe openings shall not be larger in size than the connecting sewer pipe. The vertical leg of round inlet and outlet fittings shall not be less in size than the connecting sewer pipe nor less than four (4) inches (102 mm). A baffle-type fitting shall have the equivalent cross-sectional area of the connecting sewer pipe and not less than a four (4) inch (102 mm) horizontal dimension when measured at the inlet and outlet pipe inverts.

(G) The inlet and outlet pipe or baffle shall extend four (4) inches (102 mm) above and not less than twelve (12) inches (305 mm) below the water surface. The invert of the inlet pipe shall be at a level not less than two (2) inches (51 mm) above the invert of the outlet pipe.

** (H) Inlet and outlet pipe fittings or baffles and compartment partitions shall have a free vent area equal to the required cross sectional area of the house sewer or private sewer discharging therein to provide free ventilation above the water surface from the disposal field *or seepage pit or seepage pit* through the septic tank, house sewer, and stack to the outer air.

(I) The sidewalls shall extend not less than nine (9) inches (229 mm) above the liquid depth. The cover of the septic tank shall be not less than two (2) inches (51 mm) above the back vent openings.

(J) Partitions or baffles between compartments shall be of solid, durable material and shall extend not less than four (4) inches (102 mm) above the liquid level. An inverted fitting equivalent in size to the tank inlet, but in no case less than four (4) inches (102 mm) in size, shall be in-stalled in the inlet compartment side of the baffle with the bottom of the fitting placed midway in the depth of the liquid. Wooden baffles are prohibited.

(K) Structural Design.

(1) General. Each such tank shall be structurally designed to withstand all anticipated earth or other loads. Septic tank covers shall be capable of supporting an earth load of not less than five-hundred (500) pounds per square foot (23.9 kPa) when the maximum coverage does not exceed three (3) feet (914 mm).

(2) Flood Loads. In flood hazard areas, tanks shall be anchored to counter buoyant forces during conditions of the design flood. The vent termination and service manhole of the tank shall be a minimum of 2 feet (610 mm) above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or the outflow of the contents of the tanks during conditions of the design flood.

(L) Septic tanks installed under concrete or blacktop paving shall have the required manholes accessible by extending the manhole openings to grade in a manner acceptable to the Authority Having Jurisdiction.

(M) Materials.

(1) Concrete Septic Tanks. All materials used in constructing a septic tank shall be in accordance with applicable standards in Chapter 14, Table 14-1.

(2) Steel Septic Tanks. The minimum wall thickness of any steel septic tank shall be number twelve (12) U.S. gauge (0.109) (2.8 mm), and each such tank shall be protected from corrosion both externally and internally by an approved bituminous coating or by other acceptable means.

(3) Alternate Materials. Septic tanks constructed of alternate materials shall be permitted to be approved by the Authority Having Jurisdiction when complying with approved applicable standards.

Wooden septic tanks shall be prohibited.

(N) Prefabricated Septic Tanks.

(1) Manufactured or prefabricated septic tanks shall comply with all approved applicable standards and be approved by the Authority Having Jurisdiction.

(2) Independent laboratory tests and engineering calculations certifying the tank capacity and structural stability shall be provided as required by the Authority Having Jurisdiction.

K-6.0 Disposal Fields.

(A) Distribution lines shall be constructed of clay tile laid with open joints, perforated clay pipe, perforated bituminous fiber pipe, perforated high-density polyethylene pipe, perforated ABS pipe, perforated PVC pipe, or other approved materials, provided that sufficient openings are available for distribution of the effluent into the trench area.

(B) Before placing filter material or drain lines in a prepared excavation, all smeared or compacted surfaces shall be removed from trenches by raking to a depth of one (1) inch (25.4 mm) and the loose material removed. Clean stone, gravel, slag, or similar filter material acceptable to the Authority Having Jurisdiction, varying in size from three fourths (3/4) inch to two and one-half (2-112) inches (19.1 mm to 64 mm), shall be placed in the trench to the depth and grade required by this section. Drain pipe shall be placed on filter material in an approved manner. The drain lines shall then be covered with filter material to the minimum depth required by this section, and this material covered with untreated building paper, straw, or similar porous material to prevent closure of voids with earth backfill. No earth backfill shall be placed over the filter material cover until after inspection and acceptance.

Exception: Listed or approved plastic leaching chambers shall be permitted to be used in lieu of pipe and filter material. Chamber installations shall follow the rules for disposal fields, where applicable, and shall conform to manufacturer's installation instructions.

	MINIMUM	MAXIMUM
Number of drain lines per field	1	-
Length of each line	-	100 feet (30,480 mm)
Bottom width of trench	18 inches (457 mm)	36 inches (914 mm)
Spacing of lines, center-to-center	6 feet (1,829 mm)	-
Depth of earth cover of lines [preferred - 18 inches (457 mm)]	12 inches (305 mm)	-
Grade of lines	level	-

Filter material under drain lines	12 inches (305 mm)	3 in./100 ft. (25 mm/m)
Filter material over drain lines	2 inches (51 mm)	

(C) A grade board staked in the trench to the depth of filter material shall be utilized when the distribution line is constructed with drain tile or a flexible pipe material that will not maintain alignment without continuous support.

(D) When seepage pits are used in combination with disposal fields, the filter material in the trenches shall terminate not less than five (5) feet (1,524 mm) from the pit excavation, and the line extending from such points to the seepage pit shall be approved pipe with watertight joints.

(E) Where two (2) or more drain lines are installed, an approved distribution box of sufficient size to receive lateral lines shall be installed at the head of each disposal field. The inverts of all outlets shall be level, and the invert of the inlet shall be not less than one (1) inch (25.4 mm) above the outlets. Distribution boxes shall be designed to ensure equal flow and shall be installed on a level concrete slab in natural or compacted soil.

(F) Laterals from a distribution box to the disposal field shall be approved pipe with watertight joints. Multiple disposal field laterals, wherever practicable, shall be of uniform length.

(G) Connections between a septic tank and a distribution box shall be laid with approved pipe with watertight joints on natural ground or compacted fill.

(H) When the quantity of sewage exceeds the amount that can be disposed in five-hundred (500) lineal feet (152.4 m) of leach line, a dosing tank shall be used. Dosing tanks shall be equipped with an automatic siphon or pump that discharges the tank once every three (3) or four (4) hours. The tank shall have a capacity equal to sixty (60) to seventy-five (75) percent of the interior capacity of the pipe to be dosed at one time. Where the total length of pipe exceeds one thousand (1,000) lineal feet (304.8 m), the dosing tank shall be provided with two (2) siphons or pumps dosing alternately and each serving one-half (1/2) of the leach field.

(I) Disposal fields shall be constructed as follows:

(See chart above.)

Minimum spacing between trenches or leaching beds shall be four (4) feet (1,219 mm) plus two (2) feet (610 mm) for each additional foot (305 mm) of depth in excess of one (1) foot (305 mm) below the bottom of the drain line. Distribution drain lines in leaching beds shall be a maximum of six (6) feet (1,829 mm) apart on centers, and no part of the perimeter of the leaching bed shall be more than three (3) feet (914

~~mm) from a distribution drain line. Disposal fields, trenches, and leaching beds shall not be paved over or covered by concrete or any material that can reduce or inhibit any possible evaporation of sewer effluent.~~

~~(J) When necessary on sloping ground to prevent excessive line slope, leach lines or leach beds shall be stepped. The lines between each horizontal section shall be made with watertight joints and shall be designed so each horizontal leaching trench or bed shall be utilized to the maximum capacity before the effluent shall pass to the next lower leach line or bed. The lines between each horizontal leaching section shall be made with approved watertight joints and installed on natural or unfilled ground.~~

~~K-7.0 Seepage Pits.~~

~~(A) The capacity of seepage pits shall be based on the quantity of liquid waste discharging there into and on the character and porosity of the surrounding soil, and shall conform to Section K-3.0 of this appendix.~~

~~(B) Multiple seepage pit installations shall be served through an approved distribution box or be connected in series by means of a watertight connection laid on undistributed or compacted soil; the outlet from the pit shall have an approved vented leg fitting extending not less than twelve (12) inches (305 mm) below the inlet fitting.~~

~~(C) Each seepage pit shall be circular in shape and shall have an excavated diameter of not less than four (4) feet (1,219 mm). Each such pit shall be lined with approved type whole new hard burned clay brick, concrete brick, concrete circular type cesspool blocks, or other approved materials. Approval shall be obtained prior to construction for any pit having an excavated diameter greater than six (6) feet (1,829 mm).~~

~~(D) The lining in every seepage pit shall be laid on a firm foundation. Lining materials shall be placed tight together and laid with joints staggered. Except in the case of approved type precast concrete circular sections, no brick or block shall be greater in height than its width, and shall be laid flat to form not less than a four (4) inch (102 mm) wall. Brick or block greater than twelve (12) inches (305 mm) in length shall have chamfered matching ends and be scored to provide for seepage. Excavation voids behind the brick, block, or concrete liner shall have a minimum of six (6) inches (152 mm) of clean three fourths (3/4) inch (19.1 mm) gravel or rock.~~

~~(E) All brick or block used in seepage pit construction shall have a minimum compressive strength of twenty-five-hundred (2,500) pounds per square inch (17,237 kPa).~~

(F) Each seepage pit shall have a minimum sidewall (not including the arch) of ten (10) feet (3,048 mm) below the inlet.

(G) The arch or dome of any seepage pit shall be permitted to be constructed in one of three ways:

(1) Approved type hard burned clay brick or solid concrete brick or block laid in cement mortar.

(2) Approved brick or block laid dry. In both of the above methods, an approved cement mortar covering of not less than two (2) inches (51 mm) in thickness shall be applied, said covering to extend not less than six (6) inches (152 mm) beyond the sidewalls of the pit.

(3) Approved type one or two piece reinforced concrete slab of twenty five hundred (2,500) pounds per square inch (17,237 kPa) minimum compressive strength, not less than five (5) inches (127 mm) thick and designed to support an earth load of not less than four hundred (400) pounds per square foot (19.2 kPa). Each such cover shall be provided with a nine (9) inch (229 mm) minimum inspection hole with plug or cover and shall be coated on the underside with an approved bituminous or other non permeable protective compound.

(H) The top of the arch or cover must be not less than eighteen (18) inches (457 mm) but not more than four (4) feet (1219 mm) below the surface of the ground.

(I) An approved vented inlet fitting shall be provided in every seepage pit so arranged as to prevent the inflow from damaging the sidewall.

Exception: When using a one or two piece concrete slab cover inlet, fitting shall be permitted to be a one fourth (1/4) bend fitting discharging through an opening in the top of the slab cover. On multiple seepage pit installations, the outlet fittings shall be per Section K 7.0 (B) of this appendix.

K 8.0 Cesspools **Deleted in its entirety

K 9.0 Commercial or Industrial Special Liquid Waste Disposal.

(A) When liquid wastes contain excessive amounts of grease, garbage, flammable wastes, sand, or other ingredients that affect the operation of a private sewage disposal system, an interceptor for such wastes shall be installed.

(B) Installation of such interceptors shall comply with Section 1009.0 of this code, and their location shall be in ac accordance with Table K I of this appendix.

(C) A sampling box shall be installed when required by the Authority Having Jurisdiction.

(D) Interceptors shall be of approved design and be not less than two (2) compartments. Structural requirements shall be in compliance with the applicable subparts of Section K-5.0 of this appendix.

(E) Interceptors shall be located as close to the source as possible and be accessible for servicing. All necessary man-holes for servicing shall be at grade level and be gastight.

(F) Waste discharge from interceptors shall be permitted to be connected to a septic tank or other primary system or be disposed into a separate disposal system.

(G) Recommended Design Criteria. A formula may be adapted to other types of occupancies with similar wastes. (See Recommended Design Criteria on next page).

RECOMMENDED DESIGN CRITERIA GREASE AND GARBAGE, COMMERCIAL KITCHENS				
Number of meals per peak hour x	Waste flow rate x	Retention time x	Storage factor =	Interceptor size (liquid capacity)
SAND SILT OIL, AUTO WASHERS				
Number of meals per peak hour x	Waste flow rate x	Retention time x	Storage factor =	Interceptor size (liquid capacity)
SILT LINT GREASE, LAUNDRIES, LAUNDROMATS				
Number of machines x	2 cycles per hour x	Waste flow rate x	Retention time x	Storage Factor =	Interceptor size (liquid capacity)

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Waste Flow Rate

See Table K-3 of this appendix for estimated flow rates.

Retention Times

Commercial kitchen waste:

Dishwasher and/or disposal .....2.5 hours

Single service kitchen:

Single serving with disposal .....1.5 hours

Sand silt oil .....2.0 hours

~~Lint-silt (laundry) .....2.0 hours~~

~~Storage Factors~~

~~Fully-equipped commercial kitchen.~~

~~8 hours operation: .....1~~

~~16 hours operation: .....2~~

~~24 hours operation: .....3~~

~~Single service kitchen .....1.5~~

~~Auto washers:~~

~~self serve: .....1.5~~

~~employee operated: .....2~~

~~Laundries, Laundromats .....1.5 (allows for rock filter)~~

~~K 10.0 Inspection and Testing.~~

~~(A) Inspection.~~

~~(1) Applicable provisions of Section 103.5 of this code and this appendix shall be complied with. Plans shall be required per Section 101.3 of this code.~~

~~(2) System components shall be properly identified as to manufacturer. Septic tanks or other primary systems shall have the rated capacity permanently marked on the unit.~~

~~(3) Septic tanks or other primary systems shall be in-stalled on dry, level, well-compacted soil.~~

~~(4) If design is predicated on soil tests, the system shall be installed at the same location and depth as the tested area.~~

~~(B) Testing.~~

~~(1) Septic tanks or other primary components shall be filled with water to flow line prior to requesting inspection. Seams or joints shall be left exposed (except the bottom), and the tank shall remain water tight.~~

~~(2) A flow test shall be performed through the system to the point of effluent disposal. All lines and components shall be watertight. Capacities, required air space, and fittings shall be in accordance with the provisions set forth in this appendix.~~

K-11.0 Abandoned Sewers and Sewage Disposal Facilities.

(A) Every abandoned building (house) sewer, or part thereof, shall be plugged or capped in an approved manner within five (5) feet (1,524 mm) of the property line.

(B) Every cesspool, septic tank, and seepage pit that has been abandoned or has been discontinued otherwise from further use, or to which no waste or soil pipe from a plumbing fixture is connected, shall have the sewage removed therefrom and be completely filled with the earth, sand, gravel, concrete, or other approved material.

(C) The top cover or arch over the cesspool, septic tank, or seepage pit shall be removed before filling, and the filling shall not extend above the top of the vertical portions of the sidewalls or above the level of any outlet pipe until inspection has been called and the cesspool, septic tank, or seepage pit has been inspected. After such inspection, the cesspool, septic tank, or seepage pit shall be filled to the level of the top of the ground.

(D) No person owning or controlling any cesspool, septic tank, or seepage pit on the premises of such person or in that portion of any public street, alley, or other public property abutting such premises shall fail, refuse, or neglect to comply with the provisions of this section or upon receipt of notice so to comply with the Authority Having Jurisdiction.

(E) Where disposal facilities are abandoned consequent to connecting any premises with the public sewer, the permittee making the connection shall fill all abandoned facilities as required by the Authority Having Jurisdiction within thirty (30) days from the time of connecting to the public sewer.

K-12.0 Drawings and Specifications.

The Authority Having Jurisdiction, Health Officer, or other department having jurisdiction shall be permitted to require any or all of the following information before a permit is issued for a private sewage disposal system or at any time during the construction thereof.

(A) Plot plan drawn to scale, completely dimensioned, showing direction and approximate slope of surface, location of all present or proposed retaining walls, drainage channels, water supply lines or wells, paved areas and structures on the plot, number of bedrooms or plumbing fixtures in each structure, and location of the private sewage disposal system with relation to lot lines and structures.

(B) Details of construction necessary to ensure compliance with the requirements of this appendix together with a full description of the complete installation including quality, kind, and grade of all materials, equipment, construction, workmanship, and methods of assembly and installation.

(C) A log of soil formations and groundwater levels as determined by test holes dug in close proximity to any proposed seepage pit or disposal field, together with a statement of water absorption characteristics of the soil at the proposed site, as determined by approved percolation tests.

(Ord. No. 2010-278-U, § 23, 11-24-2010; Ord. No. 2011-278, § 23, 1-24-2011; Ord. No. 2011-284, §§ 1—4, 6-8-2011; Ord. No. 2012-294, § 1, 2-8-2012)

15.04.620 Appendix M added.

Appendix M is created and added to the 2010 California Plumbing Code to read, in words and figures, as follows:

15.04.620 Appendix M Swimming Pools

M 1 Swimming pool waste water shall be disposed of as hereinafter set forth in this Section and the type of disposal proposed shall be approved by the Administrative Authority prior to the commencement of any work. A means of disposal of the total contents of the pool (periodic emptying) without surface runoff shall be established to the satisfaction of the Administrative Authority.

M 2 The following are legal methods of swimming pool waste water disposal.

1. To a public sewer.

2. On the property if the property is large enough to ensure that runoff will not encroach on abutting property.

3. To a tank truck.

4. In the case where none of the above can be accomplished, alternate methods of disposal acceptable to the State Regional Water Quality Control Board (SRWQCB) may be used. Prior to discharge, the swimming pool water must be tested by the owner to insure that it is within all water quality standards established by the SRWQCB. Contact Department of Public Works, Environmental Programs Division for information.

M 3 No direct connection shall be made between any storm drain, sewer, drainage system, drywell or subsoil irrigation line and any line connected to a swimming pool.

M 4 Waste water from any filter, scum gutter overflow, pool emptying line or similar apparatus or appurtenance when discharging to any part of a drainage system, shall be provided with a three inch (76.2 mm) trap.

M 5 Except as provided in Section M-6, the discharge outlet terminal from any pool or filter shall be protected from backflow by an air gap at least six (6) inches (152.4 mm) above the flood rim of the receptor.

M 6 No scum gutter drain, overflow drain, backwash discharge drain, or pool emptying line shall enter any receptor below the rim unless the pool piping at its deepest point, the bottom of the filters, and the bottom of the scum gutter drain trough or overflow inlets are at least six inches (152.4mm) above the overflow rim of the receptor.

~~M-7 A positive point of potable water supply to each swimming pool shall be established and shall be installed as required by Chapter 6 of this Code.~~

~~M-8 Plans for other than private swimming pools shall be approved by the Health Officer before any water supply or waste discharge permit is issued.~~

~~Note: The foregoing applies only to outdoor swimming, bathing, or wading pools. Plans and specifications for all indoor installations shall be submitted to the Administrative Authority for approval prior to the commencement of any work, and all piping, equipment and construction shall be equal to the types prescribed in the Installation Requirements of this Code for indoor work.~~

~~M-9 All new swimming pools constructed or installed in Fire Zone 4 or in a Very High Fire Hazard Severity Zone and having a capacity of five thousand (5,000) gallons or more shall have a minimum four inch diameter drain and discharge line connected to a draft hydrant, the type, location, and installation of which shall be approved by the chief of the fire department. Materials used for the discharge line shall be as approved in this Code for potable water systems except that brass, cast iron, galvanized wrought iron, and copper shall not be used. If PVC is used, it shall be a minimum of Schedule 40.~~

~~Exception: Swimming pools constructed or installed with the bottom of the pool more than fifteen (15) feet below the proposed draft hydrant connection elevation, measured vertically, need not be provided with a draft hydrant system.~~

~~(**15.04.640 Appendix S added.**~~

~~Appendix S is created and added to the California Plumbing Code to read, in words and figures, as follows:~~

~~Appendix S Solar Potable Water Heating Systems.~~

~~S-1 General. The provisions of this Appendix shall apply to the construction, installation, alteration, relocation and repair of solar energy systems and parts thereof for potable water heating.~~

~~S-2 Definitions. For the purpose of this Appendix, certain terms, words, phrases and their derivatives shall be construed as set forth in this section. Whenever terms are not defined, their ordinary dictionary meaning shall apply.~~

~~A collector - solar is a device used for absorbing incident solar radiation and converting it into useful energy.~~

~~A primary tank is a solar energy storage tank which receives thermal energy from the collectors.~~

~~A solar system is a solar potable water heating system consisting of a complete assembly of components, equipment, controls, interconnecting means and terminal~~

~~elements needed to convert solar energy into thermal energy for potable water heating in residential buildings.~~

~~A water heater is as defined in Chapter 5 of Title 28. For purposes of this Appendix, the water heater shall contain the back-up heating element.~~

~~S-3 Permit. It shall be unlawful for any person to construct, install or alter, or cause to be constructed, installed or altered any solar system in a building or on a premises without first obtaining a permit to do such work from the Administrative Authority.~~

~~S-4 Inspection and Testing~~

~~A. Rough Piping Inspection. No portion of the piping system shall be covered or concealed until it first has been tested, inspected and approved.~~

~~B. Piping Pressure Test. All piping shall be tested in accordance with Section 104.2.3 of Title 28. The test pressure for nonpotable subsystems shall be equal to at least the subsystem design working pressure. All necessary apparatus for conducting tests shall be furnished by the permittee.~~

~~C. Final Inspection. All solar system components shall be inspected for Code, compliance. The certificate of compliance required by Section S-13 of this Appendix shall be posted to facilitate final inspection.~~

~~S-5 Tanks. All primary and expansion tanks shall be manufactured to an approved nationally recognized standard and shall be so labeled by the manufacturer. The primary tank shall comply with the provisions set forth in Sections 508.0, 510.3 and 511.0 of Title 28. The water heater shall comply with all provisions of Chapter 5. S-6 Collectors. Collectors shall be approved by the Administrative Authority for the use intended. They shall be securely fastened in place and shall be installed in accordance with the manufacturer's installation instructions or other approved methods.~~

~~Anchors secured to or through roofing material shall be installed in a manner which will maintain the water integrity of the roof covering.~~

~~S-7 System Shut-off Valve. An accessible full-way valve shall be installed on the cold water supply pipe at or near the connection to the solar system. This valve may also serve as the water heater shutoff valve required by Section 605.3 if it is installed in an approved location near the water heater.~~

~~S-8 Freeze Protection. Automatic freeze protection shall be provided for all collectors and exposed piping.~~

~~S-9 Open Temperature and Pressure Protection. A pressure relief device complying with Section 608.4 of Title 28 shall be provided on the potable water system. Each section of the solar system that can be valved off or is otherwise isolated, and where excessive~~

~~pressure can develop, shall be protected by an additional pressure-relief device. For the purpose of this Section, the system shutoff valve and the water heater shutoff valve required by Section 605.3 shall each be considered an isolating valve. Pressure relief devices for nonpotable water subsystems shall be set at no more than the maximum pressure for which the subsystem is designed. Drains for pressure relief valves located inside or outside of the building shall comply with Section 608.5 of Title 28 unless otherwise approved by the Administrative Authority.~~

~~An approved mixing valve shall be provided on the solar system to insure that hot water supply to plumbing fixtures will not exceed one hundred sixty degrees Fahrenheit (160F).~~

~~On two-tank systems the mixing valve shall be located in the piping between the primary tank and water heater.~~

~~One tank systems, where the water heater controls utilize fusible link type over temperature protection, shall be provided with controls designed to shut off the solar circulating pump at one hundred eighty degrees Fahrenheit (180 F) These controls shall not be considered a substitute for the mixing valve required by this section.~~

~~S 10 Cross connection Controls. Cross connection control shall be provided in accordance with Section 603.0 of Title 28. If a heat exchanger is used in conjunction with potable water, it shall be approved by the Administrative Authority prior to installation.~~

~~S 11 System Drainage and Air. The solar system shall be capable of being drained, and shall be designed to prevent air entrapment. Drain valves shall be accessible.~~

~~S 12 Unions. Unions shall be installed within twelve (12) inches (304.8 mm) of water heaters primary tanks, pumps and similar equipment, which may require service by removal or replacement, in a manner which will facilitate ready removal.~~

~~S 13 Certificate of Compliance. Upon completion of the solar system, the permittee shall sign a certificate of system installation compliance with this code.~~

~~The Certificate of Compliance shall also list the following information:~~

~~A. Type of freeze protection;~~

~~B. Mixing valve setting degrees Fahrenheit (F):~~

~~C. Subsystem working pressure (if applicable) psi;~~

~~D. Subsystem test pressure (if applicable) psi;~~

~~E. Heat exchanger make and model number (if applicable);~~

~~F. Circulating pump over temperature protection shut-off setting degrees Fahrenheit (F).~~

~~This certificate shall be posted in a conspicuous location at or near the water heater.~~

~~* Required only in one tank systems where the water heater controls utilize fusible link type over temperature protection.~~

Article V. ~~2010~~ 2013 California Electrical Code.

15.04.720 ~~2010~~ 2013 California Electrical Code adopted.

A. The ~~2010~~ 2013 California Electrical Code, together with the appendices, which provides minimum requirements and standards for the protection of the public health, safety, and welfare by regulating the installation or alteration of electrical wiring, equipment, materials, and workmanship in the city, provides for the issuance of permits and collection of fees therefor and provides penalties for the violations thereof, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

~~**15.04.730 Penalty.**~~

~~Every person violating any provision of the 2010 California Electrical Code and appendices, adopted by reference by 15.04.720, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

~~**15.04.740 Definitions.**~~

~~Whenever the names or terms defined in this section are used in this code, each such name or term shall be deemed or construed to have in the meaning ascribed to it in this section.~~

~~A. "Board of supervisors" shall mean the city of Calabasas city council.~~

~~B. "County" or "County of Los Angeles" or Unincorporated Territory of the County of Los Angeles" shall mean the City of Calabasas.~~

~~C. "Building official and engineer" or "county engineer" shall mean the building official of the city of Calabasas.~~

~~**15.04.750 Fees.**~~

~~The amount of every fee set forth in the code shall be the fee set forth in the most current resolution of the city council establishing fees.~~

15.04.740 2013 California Electrical Code - General Code "Administrative" Provisions Adopted.

A. California Article 89 General Code Provisions of the 2013 California Electrical Code are hereby adopted by reference pursuant to Government Code sections 50022.2 through 50022.10.

B. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter.

C. The 2013 California Electrical Code California Article 89 General Code Provisions Section 89.108.8 Appeals Board is amended to read as follows:

89.108.8 Appeals Boards

Appeals pertaining to the Electrical Building Code, shall be governed by Calabasas Municipal Code Section 15.04.030.

15.04.800 ~~2010~~ 2013 California Energy Code adopted.

A. The ~~2010~~ 2013 California Energy Code, together with the appendices, which regulate the building envelope, space-conditioning systems, water-heating systems, outdoor lighting systems and signs located either indoors or outdoors within the city, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

~~**15.04.810 Penalty.**~~

~~Every person violating any provision of the 2010 California Energy Code and appendices, adopted by reference by Section 15.04.800, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

Article VII. California Historical Building Code.

15.04.820 ~~2010~~2013 California Historical Building Code adopted.

~~(A)~~A. The~~ 2010~~ 2013 California Historical Building Code, which provides regulations, minimum requirements and standards for the preservation, restoration, rehabilitation, relocation of buildings or properties designated as historical building or properties, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.

~~(B)~~B. All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

~~**15.04.830 Penalty**~~

~~Every person violating any provision of the 2010 California Historical Building Code and appendices, adopted by reference by 15.04.840, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

~~Article VIII. California Existing Building Code.~~

~~**15.04.840 2010 California Existing Building Code adopted.**~~

~~(A) The 2010 California Existing Building Code, which provides minimum requirements and standards for the protection of the public health, safety, and welfare by providing minimum standards for structural seismic resistance for structures with one or more unreinforced masonry walls, with all changes and amendments thereto, is hereby adopted by reference, and all conflicting ordinances are hereby repealed.~~

~~All of the regulations, provisions, conditions, and terms of said codes, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the City Clerk's office, are hereby referred to, adopted, and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.~~

~~**15.04.850 Penalty**~~

~~Every person violating any provision of the 2010 California Existing Building Code and appendices, adopted by reference by 15.04.840, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a~~

~~misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

~~**Article IX. California Referenced Standards Code.**~~

~~**15.04.860 2010 California Referenced Standards Codes adopted.**~~

~~The 2010 California Referenced Standards Codes, which provides cross references to applicable standards referenced throughout the California Building Standards Codes, are hereby adopted by reference, and all conflicting ordinances are hereby repealed.~~

~~**Article X. California Administrative Code.**~~

~~**15.04. 870 2010 California Administrative Code adopted.**~~

~~The 2010 California Administrative Code, which provides, provisions for the duties and responsibilities of the California Building Standards Commission, are hereby adopted by reference, and all conflicting ordinances are hereby repealed.~~

Article VIII 2011 ~~Consolidated~~ California Fire ~~Protection District~~ Code ~~of Los Angeles County~~.

15.04.900 ~~2011~~ 2013 ~~Consolidated~~ California Fire ~~Protection District~~ Code ~~of Los Angeles County~~.

A. The 2013 California Fire Code, which regulate the erection, construction, enlargements, alteration, repair, moving, removal, conversion, demolition, occupancy, use, equipment, height, area, security, abatement, and maintenance of buildings or structures within the city provide for the issuance of permits and collection of fees therefor, and provide for penalties for violation thereto, are hereby adopted by reference, and conflicting ordinances are hereby repealed.

B. All of the regulations, provisions, conditions, and terms of said codes, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this subchapter.

~~The 2011 Consolidated Fire Protection District Code of Los Angeles County ("Fire Protection District Code"), which constitutes an amended version of Title 32 of the Los Angeles County Code and the 2010 Edition of the California Fire Code published by the California Building and Standards Commission, is hereby adopted by reference and shall constitute and may be cited as the Fire Code of the city of Calabasas subject to the following exceptions, which are not adopted as part of the City's Fire Code: the 105749.2~~

~~Attachment 2 portion of section 503.4 which reads "or the placement of speed bumps" and the entirety of section 503.4.1.~~

~~Any references to the Los Angeles County Board of Supervisors within the Fire Protection District Code shall be read to refer to the city council of the city of Calabasas. Any references to the Los Angeles County Building Code within the Fire Protection District Code shall be read to refer to the latest Building Code as adopted by the city of Calabasas.~~

~~A copy of the 2011 Consolidated Fire Protection District Code of Los Angeles County; the 2010 Edition of California Fire Code, and all relevant provisions of Title 32 of the Los Angeles County Code has been deposited in the office of the city clerk of the city of Calabasas and shall be at all times maintained by the city clerk.~~

~~15.04.910 Designation of the city of Calabasas.~~

~~The entire city of Calabasas is designated as located in a Very High Fire Hazard Severity Zone.~~

~~Pursuant to Section 2 of Appendix M of the Consolidated Fire Protection District Code, the most recent Fire Hazard Severity Zone maps Tile 1, Tile 2 and Tile 3, prepared by the Forestry Division Fire Plan Unit of the Fire Department of the County of Los Angeles and submitted to the state fire marshall and the California Department of Forestry and Fire Protection, are adopted and available for public view at the city of Calabasas, Division of Building and Safety.~~

~~Pursuant to Section 3 of Appendix M of the Consolidated Fire Protection District Code, the entire city of Calabasas is hereby designated as located in the Local Agency Very High Fire Hazard Severity Zone.~~

~~15.04.920 Findings in support of adoption of more restrictive building standards.~~

~~Pursuant to Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the city council hereby expressly finds and determines that all of the amendments and modifications set forth in this chapter that constitute more restrictive building standards are reasonably necessary because of local climatic, geological, or topographical conditions in the city of Calabasas. This expressed finding is supported and based upon the following more specific determinations included in the staff report for the November 9, 2011 city council meeting at which the ordinance adopting this section was introduced.~~

~~15.04.930 Penalty.~~

~~Every person violating any provision of the 2011 Consolidated Fire Protection District Code and appendices adopted by reference by Section 15.04.900 or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable pursuant to Section 1.16.020 of this Code. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

Article IX 2013 California Green Building Standards Code

15.04.950 ~~2010~~2013 California Green Building Standards Code adopted.

A. The ~~2010~~2013 California Green Building Standards Code, together with its appendices, which regulate the planning, design, construction, operation, replacement, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenance connected or attached to such building structures throughout the State of California, are hereby adopted by reference, and ordinances of the city which conflict with that Code are hereby repealed to the extent of the conflict.

B. All of the regulations, provisions, conditions, and terms of the ~~2010~~2013 California Green Building Standards Code, together with its appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter with the exceptions, deletions, additions, and amendments thereto as set forth in this chapter.

15.04.960 Section 101.10 Mandatory requirements.

101.10 This code contains both voluntary and mandatory green building measures. The Building Official shall have the authority to develop checklists identifying appropriate mandatory and voluntary measures for different types of construction projects but, in so doing, shall implement and not amend the requirements of this code and the codes it adopts by reference.

~~**5.04.965 Penalty**~~

~~Every person violating any provision of the 2010 Green Building Standards Code and appendices, adopted by reference by 15.04.950, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not to exceed one thousand dollars ($1,000.00) or imprisonment not to exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.~~

Article X. Fees

15.04.970 Notwithstanding the provisions of ~~Section 15.04.510~~ this Chapter, the amount of every fee set forth in the code shall be the fee set forth in the most current resolution of the city council establishing fees.

Article XI. Violations Abatement and Penalties.

15.04.980 Violation—Nuisance—Civil remedies available.

A. A violation of any of the provisions of this chapter or the codes adopted shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisance.

B. Penalty

Every person violating any provision of this chapter, including but not limited to any provision of the Building Code, Residential Code, Mechanical Code, Plumbing Code, Electrical Code, Energy Code, Historical Building Code, Fire Code, or the Green Building Standards Code, or of any permit or license granted thereunder, or any rules or regulations promulgated pursuant thereto, is guilty of a misdemeanor. Upon conviction thereof, he or she shall be punishable by a fine not-to-exceed one thousand dollars ($1,000.00) or imprisonment not-to-exceed six months, or by both such fine and imprisonment. The imposition of such penalty for any violation shall not excuse the violation or permit it to continue. Each day that a violation occurs shall constitute a separate offense.

C. When seeking remedies under this section 15.04.980, the city may seek either or both remedies hereunder.

Approved by City Manager:

CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 4, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ISIDRO FIGUEROA, PLANNER

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-1385 AND WAIVE FURTHER READING AND ADOPT ORDINANCE NO. 2013-307 TO APPROVE FILE NO. 130000165, REQUEST FOR A LOT LINE ADJUSTMENT, GENERAL PLAN AMENDMENT AND ZONE MAP AMENDMENT TO ALLOW FOR A 1.60 ACRE PARCEL IMPROVED WITH AN EXISTING TWO–STORY, 13,611 SQUARE-FOOT OFFICE BUILDING ADJACENT TO LAS VIRGENES ROAD (PARCEL 2), AND A 9.34 ACRE PARCEL (PARCEL 1) DIRECTLY EAST (CURRENTLY IMPROVED WITH MAINTENANCE, GARAGE AND PUMP FACILITIES). THE PROJECT ALSO REQUESTS TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION OF PARCEL 2 FROM PUBLIC FACILITIES-INSTITUTIONAL (PF-I) TO BUSINESS-LIMITED INTENSITY (B-LI), AND CHANGE THE ZONING FROM PUBLIC FACILITY (PF) TO COMMERCIAL, LIMITED (CL). THE GENERAL PLAN DESIGNATION AND ZONING FOR PARCEL 1 WILL REMAIN PUBLIC FACILITIES-INSTITUTIONAL (PF-1) AND PUBLIC FACILITY (PF). THE PROJECT SITE IS LOCATED AT 4232 LAS VIRGENES ROAD WITHIN THE PUBLIC FACILITY (PF) ZONING DISTRICT AND THE LAS VIRGENES ROAD SCENIC CORRIDOR OVERLAY (SC). THE CITY'S STAFF HAS DETERMINED THAT THE PROJECT IS EXEMPT FROM ENVIRONMENTAL REVIEW IN ACCORDANCE WITH SECTIONS 15061(B)(3) AND 15305 OF THE CALIFORNIA CEQA GUIDELINES.

MEETING DATE: NOVEMBER 13, 2013

AGENDA ITEM NO. 4

SUMMARY RECOMMENDATION:
That the City Council adopt Resolution No. 2013-1385 and waive further reading and adopt Ordinance No. 2013-307, approving File No. 130000165 (Lot Line Adjustment, General Plan and Zone Map Amendment).

BACKGROUND:

The proposed project was presented to the City Council at a public hearing on October 23, 2013. Members of the public had an opportunity to express their opinions on the project. The City Council closed the public hearing and continued the project to November 13, 2013, and introduced Ordinance 2013-307. The City Council is requested to consider adopting Resolution No. 2013-1385 and waive further reading and adopt Ordinance No. 2013-307.

REQUIRED FINDINGS:

The required findings are contained in City Council Resolution No. 2013-1385 attached as Attachment A and Ordinance No. 2013-307 attached as Attachment B.

ENVIRONMENTAL REVIEW:

This project is Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) and 15305 of the CEQA Guidelines. A Notice of Exemption has been prepared and is attached as Attachment C.

CONDITIONS OF APPROVAL:

See conditions contained in resolution No. 2013-1385, attached as Attachment A.

REQUESTED ACTION:

Staff recommends that City Council adopt Resolution No. 2013-1385 approving a General Plan Amendment and a Lot Line Adjustment associated with File No. 130000165; and waive further reading and adopt Ordinance No. 2013-307 approving a Zoning Map Amendment associated with File No. 130000165.

ATTACHMENTS:

A- Resolution 2013-1385
B- Ordinance 2013-307
C- Notice of Exemption

RESOLUTION NO. 2013-1385

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS TO ADOPT AND APPROVE FILE NO. 130000165 LOT LINE ADJUSTMENT AND GENERAL PLAN AMENDMENT TO ADJUST THE LOT LINES BETWEEN PARCEL 1 AND PARCEL 2, TO ALLOW FOR A RESULTING 1.60 ACRE PARCEL IMPROVED WITH AN EXISTING TWO–STORY, 13,611 SQUARE-FOOT OFFICE BUILDING ADJACENT TO LAS VIRGENES ROAD (PARCEL 2), AND A 9.34 ACRE PARCEL (PARCEL 1) DIRECTLY EAST (CURRENTLY IMPROVED WITH MAINTENANCE, GARAGE AND PUMP FACILITIES). THE PROJECT ALSO REQUESTS TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION OF THE NEWLY RECONFIGURED 1.60-ACRE PARCEL (PARCEL 2) FROM PUBLIC FACILITIES-INSTITUTIONAL (PF-I) TO BUSINESS-LIMITED INTENSITY (B-LI). THE PROJECT SITE IS LOCATED AT 4232 LAS VIRGENES ROAD WITHIN THE PUBLIC FACILITY (PF) ZONING DISTRICT AND LAS VIRGENES SCENIC CORRIDOR OVERLAY.

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 October 23, 2013 and November 13, 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 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.

7. Planning Commission Resolution No. 2013-556 recommending approval to the City Council of File No.130000165.

Section 2. Based of the foregoing evidence, the City Council finds that:

1. The applicant submitted an application for File No. 130000165 on February 13, 2013.

2. On August 22, 2013, the application was deemed complete and the applicant was notified.

3. On September 19, 2013, the Planning Commission reviewed the project at a noticed public hearing and adopted Resolution No. 2013-556 recommending to City Council approval of File No. 130000556.

4. Notice of the October 23, 2013 City Council public hearing was mailed or delivered to property owners within 500 feet of the property as shown on the latest equalized assessment roll. The City Council closed the public hearing and continued the project to November 13, 2013.

5. Notice of the October 23, 2013 and November 13, 2013 City Council public hearings were posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's market and at Calabasas City Hall.

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. Notice of the City Council public hearing included the notice requirements set forth in Government Code Section 65009 (b)(2).

8. Parcel 2 is currently zoned Public Facility (PF) with an overlay zoning designation of Scenic Corridor (SC). The applicant is requesting a zone change to Commercial, Limited (CL) with an overlay zoning designation of Scenic Corridor (SC).

9. The land use designation for Parcel 2 under the City's adopted General Plan is Public Facility- Institutional (PF-I). The applicant is requesting a General Plan Amendment to Business- Limited Intensity (B-LI).

10. The land use to the west of the subject property is zoned Residential Multi-Family (RM). The land uses to the east and south are zoned Public Facility, and the land use to the north is zoned Commercial, Limited (CL).

Section 3. In view of all of the evidence and based on the foregoing findings, the City Council concludes as follows:

Section 17.76.050 (A) of the Calabasas Municipal Code (CMC) allows City Council to approve a proposed **General Plan Amendment** (as shown in Attachment A) provided that the following findings are made:

1. *The proposed amendment is internally consistent with the General Plan;*

   The proposed amendment of the General Plan land use map designation from Public Facilities-Institutional (PF-I) to Business- Limited Intensity (B-LI) is internally consistent with the General Plan pursuant to the following General Plan policies: II-8; II-9; II-11; II-13; II-14; and IV-23. The General Plan Amendment will not eliminate any anticipated future housing in contradiction to the Housing Element; and traffic conditions and requirements will not conflict with the policies and provisions of the Circulation Element. Furthermore, the amendment will allow for the commercial office use of an existing building that was previously ongoing for a period of 14 years prior to the building being vacant for the past three years. The existing building located within the newly configured parcel will conform to the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and conservation of energy resources. For the reasons mentioned above, this project meets this finding.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;*

   Once the General Plan Amendment and Zone Map Amendment go into effect to allow for the commercial office use to be operated within the existing vacant building within the Commercial, Limited (CL) Land Use District, the proposed project will conform to General Plan and Development Code standards and procedures and will not be detrimental to public interest, health, safety, convenience, or welfare because the project has been reviewed by various agencies, such as the Los Angeles County Fire Department and the Calabasas Department of Public Works, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. Final recordation of the Lot Line Adjustment approval will be based upon meeting the required standards of all the necessary agencies. As such, this project meets this finding.

3. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested/anticipated land use development(s);*

The already developed project site is located along the west side of Las Virgenes Road. Access to the site is provided via a western driveway that leads to the on-grade parking lot. Along with the General Plan and Zone Map Amendment, the project is proposing a Lot Line Adjustment that would result in an approximate 1.60 acre parcel (Parcel 2) improved with an existing 13,611 square foot office building, surface parking, and landscaping. The resulting Parcel 1 would be compromised of approximately 9.34 acres improved with water conveyance infrastructure, maintenance and storage buildings, and a reservoir operated by the LVMWD.

The proposed Lot Line Adjustment has been configured to allow Parcel 2 to conform to all required setbacks. The building's floor area ratio of 0.20 would be compliant with the maximum allowed for the CL zone, and the proposed site coverage of 15% would be below the maximum allowed of 72%. The 27% pervious surface provided on Parcel 2 exceeds the 24% required by the zoning. CMC Section 17.28.050 requires that the project site provide 55 off-street parking spaces for the commercial office use and the project site will provide 64 parking spaces, which exceeds the off-street parking requirement. Additionally, the proposed Lot Line Adjustment would adjust the boundary lines to eliminate buildings from being located across two properties as they currently exist.

Surrounding land uses to the project site are: an approved 78-unit residential project located within the Commercial-Business Limited (CL) zoning to the north; existing LVMWD facilities to the south and east; and multi-family residential across Las Virgenes Road to the west. The existing Mediterranean-style building is consistent with the surrounding and anticipated development that includes housing, office, public facilities within the immediate vicinity. Since the project site is developed to meet the maximum floor area ratio requirement, no future development will be possible and exiting utilities are adequate to serve the site. For all the reasons mentioned above, this project meets this finding.

4. *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

This project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) and Section 15305 of the CEQA Guidelines.

A Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines. As such, this project meets this finding.

Section 17.44.130(B), Calabasas Municipal Code allows the review authority to deny a **Lot Line Adjustment** if any of the following findings are made:

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 Parcel 1 is Public Facilities-Institutional (PF-I) and the proposed Land Use Designation for Parcel 2 is Business-Limited Intensity (B-LI). General Plan Table II-1 designates the B-LI designation to accommodate for limited commercial and retail services and professional offices. The maximum allowed land use intensity is a floor area ratio of 0.20, which the project proposes. The proposed Lot Line Adjustment would not increase the number of buildable lots.

   Pursuant to CMC Section 17.14.020, the minimum lot size for a CL zoned lot is 5,000 square feet and there is no minimum lot size for a PF zoned parcel. Parcel 1 has an existing land area of 5.76 acres and Parcel 2 has an existing lot size of 5.18 acres. The parcel size resulting from the Lot Line Adjustment for Parcel 1 is 9.34 acres and for Parcel 2 it is 1.6 acres. The land area for Parcel 1 is consistent with the requirements for a PF zoned parcel, and the new lot size for Parcel 2 exceeds the minimum requirement of 5,000 square feet for a CL zoned parcel. Therefore, the resulting configuration of both parcels is consistent with both the General Plan and Development Code policies and requirements.

   The proposed Lot Line Adjustment has been configured to allow Parcel 1 and Parcel 2 to conform to all required development standards for their respective zones. Parcel 2 has been configured to allow the existing building to meet all of the required setbacks and has a floor area ratio of 0.20 which complies with the maximum allowed for the CL zone. The proposed site coverage of 15% would be below the maximum allowed of 72%. Additionally, the 27% pervious surface provided on Parcel 2 exceeds the 24% required by the zoning. CMC Section 17.28.050 requires that the project site provide 55 off-street parking spaces for the commercial office use and the project site will provide 64 parking spaces, which exceeds the off-street parking requirement.

The resulting Parcel 1 would be comprised of approximately 9.34 acres improved with water conveyance infrastructure, maintenance and storage buildings, and a reservoir used by the LVMWD. The existing uses are consistent with the PF zone. Additionally, the proposed Lot Line Adjustment would adjust the boundary lines to eliminate buildings from being located across two properties as they currently exist. 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 project site consists of two parcels and after the boundaries are adjusted the same number of parcels will remain but in different configurations than they currently exist. Parcel 1 has an existing land area of 5.76 acres and Parcel 2 has an existing lot size of 5.18 acres. The parcel size resulting from the Lot Line Adjustment for Parcel 1 is 9.34 acres and for Parcel 2 it is 1.6 acres. The Calabasas General Plan Land Use Designation for Parcel 1 is Public Facilities-Institutional and the General Plan Land Use Designation Parcel 2 is proposed for Business-Limited Intensity. General Plan Table II-1 designates the PF designation to accommodate for the existing public uses associated with the LVMWD, and the B-LI designation is consistent with the professional offices use identified in the table. The allowed intensity for the B-LI designation is a floor area ratio of 0.20 per lot. As such, the allowed intensity for Parcel 2 has been maximized and no further development is allowed per the development code. 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 17.16.020, the minimum lot size for a PF zoned parcel is determined through the subdivision review process. The project proposes to adjust boundary lines between Parcels 1 and 2 to allow the existing vacant building located on the Parcel 2 to operate legally within the CL zone. The building on Parcel 2 had been leased for commercial office use for a period of 14 years while the LVMWD district continued its facility operations on what is now reconfigured Parcel 1. The Lot Line Adjustment between Parcel 1 and Parcel 2 will not result in an increase in the number of nonconforming parcels because the acreages of the affected lots will comply with the required minimum lot size per the parcels' respective zoning. Pursuant to CMC Section 17.14.020, the minimum lot size for a CL zoned lot is 5,000 square feet and there is no minimum lot size for a PF zoned parcel. Parcel 1

has an existing land area of 5.76 acres and Parcel 2 has a lot size of 5.18 acres. The parcel size resulting from the Lot Line Adjustment for Parcel 1 is 9.34 acres and for Parcel 2 it is 1.6 acres. The land area for Parcel 1 is consistent with the requirements for a PF zoned parcel, and the new lot size for Parcel 2 exceeds the minimum requirement of 5,000 square feet for a CL zoned parcel. 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 City Council approves the General Plan Amendment and Lot Line Adjustment associated with File No. 130000165 subject to the following agreements and conditions:

I. INDEMNIFICATION AGREEMENT

The City has determined that the 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 the issuance of this General Plan Amendment, Zone Map Amendment and Lot Line Adjustment, or the activities conducted pursuant to this General Plan Amendment, Zone Map Amendment and Lot Line Adjustment. Accordingly, to the fullest extent permitted by law, the applicant (Las Virgenes Municipal Water District) shall defend, indemnify and hold harmless the 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, the issuance of this General Plan Amendment, Zone Map Amendment and Lot Line Adjustment, or the activities conducted pursuant to this General Plan Amendment, Zone Map Amendment and Lot Line Adjustment. The applicant (Las Virgenes Municipal Water District) 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

1. The proposed project shall be built in compliance with the approved plans on file with the Planning Division.

2. 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.

3. 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 final map recordation of the Lot Line Adjustment, 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.

4. Adoption of this resolution shall serve as evidence that the applicant, or its successors, and the owner of the property involved are aware of and agree to accept all conditions of approval.

5. 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.

6. 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.

7. This approval shall be valid in accordance to CMC Section 17.44.110; 17.44.120; 17.44.130 and as determined by the Subdivision Map Act Sections 66412.

8. Parcel 1 and Parcel 2 shall comply with all conditions contained within Planning Commission Resolution 2013-539.

Section 5. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the General Plan Amendment and Lot Line Adjustment associated with File No. 130000165.

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

PASSED, APPROVED AND ADOPTED this 13th day of November, 2013.

_____
Fred Gaines, Mayor

ATTEST:

_____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott H. Howard
City Attorney

ORDINANCE NO. 2013-307

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA APPROVING A ZONING MAP AMENDMENT ASSOCIATED WITH FILE NO. 130000165 TO CHANGE THE EXISTING PUBLIC FACILITIES–SCENIC CORRIDOR (PF-SC) ZONING DESIGNATION TO COMMERCIAL, LIMITED–SCENIC CORRIDOR (CL-SC) OF A NEWLY RECONFIGURED 1.60 ACRE PARCEL (PARCEL 2) IMPROVED WITH AN EXISTING TWO–STORY, 13,611 SQUARE-FOOT OFFICE BUILDING. THE PROJECT SITE IS LOCATED AT 4232 LAS VIRGENES ROAD WITHIN THE PUBLIC FACILITY (PF) ZONING DISTRICT AND LAS VIRGENES SCENIC CORRIDOR OVERLAY.

WHEREAS, the City Council of the City of Calabasas, California ("the City Council") has considered all of the evidence including, but not limited to, the Planning Commission Resolution, Planning Division staff reports and attachments, and public testimony before making a final decision on November 13, 2013; and

WHEREAS, the City Council finds that the Zoning Map Amendment is consistent with the goals, policies, and actions of the General Plan and will not conflict with the General Plan; and

WHEREAS, the City Council finds that the Zoning Map Amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

WHEREAS, the proposed actions are in compliance with the provisions of the California Environmental Quality Act (CEQA) because this project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) and Section 15305 of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines.

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

SECTION 1. Based upon the foregoing the City Council finds:

1. Notice of the October 23, 2013 and November 13, 2013 City Council public hearing was posted at Juan de Anza Bautista Park, the Calabasas Tennis and Swim Center, Gelson's Market and at Calabasas City Hall.

2. Notice of the October 23, 2013 and November 13, 2013 City Council public hearings were posted in the *Acorn* ten (10) days prior to the hearings.

3. Notice of the October 23, 2013 City Council public hearing was mailed or delivered at least ten (10) days prior to the hearing to property owners within 500 feet of the property

as shown on the latest equalized assessment roll. The City Council closed the public hearing and continued the project to November 13, 2013.

4. Notice of the October 23, 2013 and November 13, 2013 City Council public hearings included the information set forth in Government Code Section 65009 (b)(2).

5. Following a public hearing held on September 19, 2013, the Planning Commission adopted Resolution No. 2013-556 recommending to the City Council approval of File No. 130000165.

SECTION 2. In view of all the evidence and based on the foregoing findings and conclusions, the City Council hereby approves the Zoning Map Amendment associated with File No. 130000165 to change the existing Public Facilities–Scenic Corridor (PF-SC) zoning designation of a 1.60 acre parcel located at 4232 Las Virgenes Road to Commercial, Limited–Scenic Corridor (CL-SC), as shown in the attached zoning map "EXHIBIT A".

Section 17.76.050(B) Calabasas Municipal Code allows the City Council to approve a Zoning Map Amendment provided that the following findings are made:

1. *The proposed amendment is consistent with the goals, policies, and actions of the General Plan;*

   The proposed Zone Map Amendment for Parcel 2 from Public Facilities (PF) to Commercial Limited (CL) is consistent with the goals, policies, and actions of the General Plan because it will not subtract acreage from any designated open space areas; it will not eliminate any anticipated future housing in contradiction to the Housing Element; and existing traffic conditions will not be altered as to conflict with the policies and provisions of the Circulation Element. Furthermore, the amendment will allow for the leasing of the existing vacant building located within the reconfigured Parcel 2, the existing design of which conforms to the City's stated policies and objectives for control of storm water runoff, control and management of light pollution, and adherence to General Plan policies concerning conservation of energy resources.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;*

   Once the General Plan Amendment and Zone Map Amendment go into effect, the commercial office use operated within the existing vacant building will be an allowed use within the CL Land Use District. Additionally, the proposed project will conform to General Plan and Development Code standards and procedures and will not be detrimental to public interest, health, safety, convenience, or welfare because the project has been reviewed by various agencies, such as the Los Angeles County Fire Department and the Calabasas Department of Public Works, and has received preliminary approval from these agencies on the basis of compliance with applicable safety and design standards. As such, this project meets this finding.

3. *The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).*

This project is categorically exempt from environmental review in accordance with Section 21084 of the California Environmental Quality Act (CEQA) pursuant to Section 15061(B)(3) and Section 15305 of the CEQA Guidelines. A Notice of Exemption is prepared and will be filed in accordance to the CEQA guidelines. As such, this project meets this finding.

4. *The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designations and anticipated land uses/developments.*

The already developed project site is located along the east side of Las Virgenes Road. Access to the site is provided via a western driveway that leads to the on-grade parking lot. Along with the General Plan and Zone Map Amendment, the project is proposing a Lot Line Adjustment that would result in an approximate 1.60 acre parcel (Parcel 2) improved with an existing 13,611 square foot office building, surface parking, and landscaping. The resulting Parcel 1 would be comprised of approximately 9.34 acres improved with water conveyance infrastructure, maintenance and storage buildings, and a reservoir used by the LVMWD.

The proposed Lot Line Adjustment has been configured to allow Parcel 2 to conform to all required setbacks. The building's floor area ratio of .20 would be compliant with the maximum allowed for the CL zone, and the proposed site coverage of 15% would be below the maximum allowed of 72%. The 27% pervious surface provided on Parcel 2 exceeds the 24% required by the zoning. CMC Section 17.28.050 requires that the project site provide 55 off-street parking spaces for the commercial office use and the project site will provide 64 parking spaces, which exceeds the off-street parking requirement. Additionally, the proposed Lot Line Adjustment would adjust the boundary lines to eliminate buildings from being located across two properties as they currently exist.

Surrounding land uses to the project site are: an approved 78-unit residential project located within the Commercial- Business Limited (CL) zoning to the north; existing LVMWD facilities to the south and east; and multi-family residential across Las Virgenes Road to the west. The existing Mediterranean-style building is consistent with the surrounding and anticipated development that includes housing, office, and public facilities within the immediate vicinity. Since the project site is developed to meet the maximum floor area ratio requirement, no future development will be possible and existing utilities are adequate to serve the site. For all the reasons mentioned above, this project meets this finding.

SECTION 3. Severability Clause:

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

SECTION 4. Effective Date:

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

SECTION 5. Certification:

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

PASSED, APPROVED AND ADOPTED this 13th day of November, 2013.

_____
Fred Gaines, Mayor

ATTEST:

_____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott H. Howard
City Attorney

Exhibit A: Zoning Map

CITY of CALABASAS

Zoning Map

0 0.25 0.5 1 Miles

Proposed Zone Change to CL (1.603 acres)

Residential Zones

- PD — Planned Development
- RS — Residential, Single-Family
- RM — Residential, Multi-Family[a]
- RMH — Residential, Mobile Home
- RC — Rural Community
- RR — Rural Residential

Commercial Zones

- CB — Commercial, Business Park
- CL — Commercial, Limited
- CMU — Comemrical, Mixed Use[b]
- CO — Commerical, Office
- CR — Commercial, Retail
- CT — Commercial, Old Town

Special Purpose Zones

- HM — Hillside/Mountainous
- OS — Open Space
- REC — Recreation
- PF — Public Facility
- OS-DR — Open Space - Development Restricted

Overlay Zones

- -CH — Calabasas Highlands
- -OT — Old Topanga
- DP — Development Plan

[a] The number following the RM label indicates the maximum density for the area; D is for density

[b] The number following the CMU label indicates the maximum FAR for the area.

[c] The shaded area indicates properties within 500 feet of the designated Scenic Corridor. Properties visible from the Scenic Corridor shall be determined by the City.

Please verify with the Planning Department for accuracy of map/info.
Map printed

On January 27, 2010, City Council adopted Ordinance 2010-265 approving this zoning map.

Updates:
Mont Calabasas Annexation 8-11-11
Ord No. 2012-297 5-23-12

Map printed on July 30, 2012.

Community Development Department
Planning Division
100 Civic Center Way
Calabasas, CA 91302
T: 818.224.1600

www.cityofcalabasas.com

CITY of CALABASAS

Notice of Exemption

To: _x_ County Clerk, County of Los Angeles
12400 East Imperial Highway, Room 2001
Norwalk, CA 90650

___ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, California 95814

SUBJECT: FILING OF NOTICE OF EXEMPTION IN COMPLIANCE WITH SECTION 15062 OF THE PUBLIC RESOURCES CODE

Project Title/File No.:	130000165
Project Location:	4232 Las Virgenes Road (APNs 2069-011-901&902), Calabasas, CA, 91302, County of Los Angeles.
Project Description:	Request for a Lot Line Adjustment, General Plan Amendment and Zone Change to adjust the lot lines between parcel 1 and parcel 2. The proposed Lot Line Adjustment would allow for a 1.60 parcel improved with an existing two-story, 13,611 square-foot office building adjacent to Las Virgenes Road (parcel 2), and a 9.34 acre parcel (parcel 1) directly east (currently improved with maintenance, garage and pump facilitates). The project also requests to change the General Plan land use designation of the newly created 1.60-acre parcel (parcel 2) from Public Facilities-Institutional (PF-I) to Business-Limited Intensity (B- LI), and change the zoning from Public Facility (PF) to Commercial, Limited (CL). The General Plan designation and zoning for the 9.34 acre parcel (parcel 1) will remain Public Facilities-Institutional (PF-1) and Public Facility (PF). The project site is located at 4232 Las Virgenes Road within the Public Facility (PF) zoning district and the Las Virgenes Road Scenic Corridor (SC).
Name of approving public agency:	City of Calabasas Planning Commission
Project Sponsor:	Las Virgenes Municipal Water District, 4232 Las Virgenes Road, Calabasas, CA, 91302

Exempt Status:

___ Ministerial (Sec. 21080(b)(1); 15268)

___ Declared Emergency (Sec. 21080(b)(3); 15269(a))

___ Emergency Project (Sec. 21080(b)(4); 15269(b)(c))

X Categorical Exemption— Section 15061(b)(3) and Section 15305 (Minor Alterations in Land Use Limitations)

___ Statutory Exemptions. Section

Reason(s) why Project is exempt: Categorical Exemption. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Minor lot line adjustments, side yard, and set back variances not resulting in the creation of any new parcel.

Lead Agency/Contact Person: Isidro Figueroa, Planner, City of Calabasas Planning Division, 100 Civic Center Way, Calabasas, CA 91302.

Date: November 13, 2013 **Signature:** _____

Isidro Figueroa

Title: Planner

Phone: (818) 224-1708

Date received for filing and posting: _____

Approved by City Manager:

CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 29, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ANTHONY M. COROALLES, CITY MANAGER

SUBJECT: ADOPTION OF RESOLUTION NO. 2013-1391, APPROVING A POLICY DELEGATING AUTHORITY TO THE CITY MANAGER FOR ACCEPTANCE OF CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS.

MEETING DATE: NOVEMBER 13, 2013

SUMMARY RECOMMENDATION:

That the City Council adopt Resolution No. 2013-1391, approving a policy delegating authority to the City Manager for acceptance of Capital Improvement Program (CIP) projects.

BACKGROUND:

In the past, the City's completed CIP projects were presented to the City Council for acceptance. To improve efficiencies in this process, staff recommends that the Council delegate this authority to the City Manager. As part of the acceptance process, the City Manager will cause the recordation of a Notice of Completion in the official records of the County of Los Angeles, in accordance with Civil Code Section 3093. One of the objectives of a timely recordation of a Notice of Completion is to shorten the time for filing lien claims and to inform claimants of the completion so they are aware of the time limitation for filing a claim of lien. The City Attorney has reviewed and is in concurrence with this policy.

Recording a Notice of Completion triggers a shorter time period within which a claimant can assert a stop payment notice (30 days from the date of recordation) or a claim against a payment bond (15 days if no preliminary notice is filed). In addition, if a project is funded in whole or in part through grant funds, final payment to the City may be based on recording a Notice of Completion.

Based on Council discussion at the October 23 meeting, the policy has been modified to require that the City Manager provide a post completion report setting forth the project budget, cost, change orders and other related information.

Below is a list of municipalities that responded to staff's poll regarding their acceptance processes:

Municipality	Process	Project Sign-off
Agoura Hills	Council approval	City Engineer
Calabasas	Council approval	City Engineer
Camarillo	Council approval	City Engineer
Hidden Hills	Council approval to show project is completed and inform the Council final costs, etc.	City Engineer
Moorpark	Council approval	City Manager
Ojai	Council approval	City Engineer
Oxnard	Handled internally through the Building Department	City Engineer
Santa Monica	Handled internally through Engineering Department	City Engineer
Simi Valley	Handled internally through Public Works	City Engineer
Thousand Oaks	Delegated authority in 2010 to City Engineer	City Engineer
Westlake Village	Council approval	City Manager

REQUESTED ACTION:

Adopt Resolution No. 2013-1391, approving a policy delegating authority to the City Manager for acceptance of Capital Improvement Program projects.

ATTACHMENTS:

A. Resolution No. 2013-1391
B. Project Acceptance Policy

RESOLUTION NO. 2013-1391

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA ADOPTING A POLICY DELEGATING AUTHORITY TO THE CITY MANAGER FOR ACCEPTANCE OF CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS.

WHEREAS, Civil Code section 9204 provides in pertinent part that a notice of completion for a work of improvement, if one is to be filed, must be signed and verified by the public entity or agent; and

WHEREAS, Civil Code section 8066 provides that an agent is one who has been authorized to perform designated tasks within his/her scope of authority; and

WHEREAS, current practice has been for the City Council to accept projects undertaken under contract with the City of Calabasas, typically projects included in the CIP; and

WHEREAS, the City Council wishes to improve efficiencies in project acceptance; and

WHEREAS, the City Council therefore wishes to expressly delegate authority to the City Manager to accept all CIP projects and file a Notice of Completion for the City of Calabasas; and

WHEREAS, the City Council wishes to establish provisions under which CIP projects may be accepted to ensure consistency with the City's issued project contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CALABASAS that the CIP Project Acceptance Policy, attached hereto as "Exhibit A," is hereby adopted by the City Council of the City of Calabasas.

PASSED, APPROVED AND ADOPTED this 13th day of November, 2013.

_____
Fred Gaines, Mayor

ATTEST:

_____
Maricela Hernandez, MMC
City Clerk

APPROVED AS TO FORM:

_____
Scott H. Howard
City Attorney

Project Acceptance Policy

It is the policy of the City Council of the City of Calabasas:

Upon determining that a particular project has satisfied the provisions of this Policy, the City Manager is authorized and may accept completion of Capital Improvement Program (CIP) projects in accordance with this policy. Further, the City Manager is authorized to execute a Certificate of Acceptance, in a form substantially in conformance with "Attachment A," to memorialize the acceptance of the project. As is set forth in the form of the Certificate of Acceptance, upon execution thereof, the City Manager is further authorized to cause to be recorded, in the Official Records of the County of Los Angeles a Notice of Completion in accordance with Civil Code Section 3093.

Within 15 days of receipt of written verification from the City Engineer or other department head, if applicable, that a project has satisfied the conditions of this Project Acceptance by the City Manager policy described below, the City Manager will either accept the project or refer it back accordingly.

Capital Improvement Program (CIP) Projects – Conditions for Acceptance
All of the following conditions must be satisfied for a CIP project to be considered for acceptance. Within 10 days of completion of all the conditions, the City Engineer or other department head, if applicable, shall provide the City Manager written notification with a recommendation to accept the project.

1. The contractor has submitted a written request for final payment and release of all retentions, which request is accompanied by a duly executed conditional waiver and release upon final payment in the then-current statutory form releasing the City from all existing and/or future claims against the City for the work.
2. The contractor has completed all punch list items.
3. The contractor has completed all required submittals.
4. The contractor has provided a warranty bond in conformance with contract requirements.
5. The total amount of final compensation to be paid to the contractor does not exceed the amount authorized by the City Council or the City's Municipal Code for the construction contract.

The City Manager will provide the City Council with a post completion report setting forth the project budget, cost, change orders and other related information.

Attachment A

CERTIFICATE OF ACCEPTANCE

This is to certify that the project specified herein:

[*For CIP projects: list project name and CIP number, description and location of project, date of completion, contractor name and address.*]

is hereby accepted by the City Manager of the City of Calabasas on behalf of said City pursuant to authority conferred by Resolution No. 2013-1391 of the City Council of the City of Calabasas adopted on October 23, 2013.

The City Clerk is hereby ordered to file a Notice of Completion in the office of the County Recorder within ten (10) days of the date of this acceptance.

_____
City Manager

_____
City Clerk

Approved by City Manager:

CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 31, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, CITY ENGINEER/PUBLIC WORKS DIRECTOR
ANDREW BROZYNA, DEPUTY PUBLIC WORKS DIRECTOR

SUBJECT: RECOMMENDATION TO AWARD A CONTRACT TO PARSONS CORPORATION FOR PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES IN THE AMOUNT NOT TO EXCEED $2,750,000 FOR THE LOST HILLS ROAD INTERCHANGE PROJECT.

MEETING DATE: NOVEMBER 13, 2013

SUMMARY RECOMMENDATION:

Staff recommends City Council award a contract to Parsons Corporation (Parsons) for Project Management and Construction Management Services in the amount not to exceed $2,750,000 for the Lost Hills Road Interchange project.

BACKGROUND:

The City of Calabasas proposes to replace the existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing and modify the interchange. The interchange conveys high volumes of regional traffic in the "Z" pattern of in-bound and out-bound commuters between the 101 and the Pacific Coast Highway. Regional travelers use Lost Hills Road and its interchange with US-101 as a through route. In-bound traffic from Northern LA and Ventura Counties flows east on the 101, turning south at Lost Hills to connect with the Pacific Coast Highway via Las Virgenes/Malibu Canyon Road to destinations in Los Angeles. In the evening, this

pattern reverses, with the return traffic flowing north along Lost Hills to the 101 westbound. The narrow bridge only accommodates 1 of 2 lanes of northbound traffic, causing bottlenecks at the bridge. The left turn at the westbound on-ramp conflicts with existing pedestrian and through movements, which further backs up traffic on Lost Hills.

The proposed improvements will increase the bridge width from 2 to 5 lanes and reroute the left turn traffic to a loop on ramp similar to Parkway Calabasas. The new bridge will consist of two bike lanes and an up to code pedestrian sidewalk on the west side. The loop configuration will allow for the free flow of northbound traffic and significantly reduce delays and backups during peak hours. The installation of the new loop will eliminate the current north bound on ramp and allow for standard distance between on/off ramps and the adjacent streets. Along with improving the traffic congestion, the bridge will also be elevated 4 feet to meet Caltrans height requirements, with added width to allow for the future improvements of the 101 to add HOV lanes. The reconstruction of the overcrossing will mitigate seismic deficiencies in the existing bridge.

On November 12, 2008, the City Council awarded a contract to Huitt-Zollars for the complete planning, environmental compliance and development of plans, specifications and estimates (PS&E) for the Lost Hills Interchange project.

DISCUSSION/ANALYSIS:

With the completion of the design phase projected for late Spring of 2014, Public Works staff began making preparations for the next phase of the project. The next phase requires the services of a qualified firm to provide project manager services for coordination of the final stages of design with CALTRANS. This effort involves coordination of right of way acquisition and engineering with the County of Los Angeles, CALTRANS and the City of Calabasas, and processing of necessary documentation for final approval of project PS&Es and project certifications with CALTRANS. The selected consultant is to also successfully administer the construction of the finalized Lost Hills Road Interchange Improvement project plans and specifications from advertisement and bid support services to complete construction closeout.

On September 15, 2013 staff advertised a Request for Statement of Qualifications (RSOQ), to procure a qualified Consultant to provide project management, preliminary cost estimating, permitting approvals, and construction administration services for the Lost Hills Interchange Improvement Project. The RSOQ, consisting of project information, submittal instructions, and a detailed Scope of Services is enclosed as Attachment A.

The City received five (5) Statements of Qualifications (SOQs) from interested firms on or prior to the October 3, 2013 deadline. A Project Evaluation Board was organized to review the SOQs according to the RSOQ selection criteria.

The evaluation team was strategically selected to include representation from public agencies that will be the most impacted and therefore, the most interested in the successful completion of the project. The agencies represented on the panel included the City of Calabasas, as the lead agency; the Cities of Agoura Hills and Malibu, representing adjacent communities and members of the Las Virgenes/ Malibu Coalition of Governments (COG); and lastly CALTRANS, the recipient agency of the interchange improvements upon completion.

The Project Evaluation team consisted of the following raters:

- Robert Brager, Public Works Director, City of Malibu
- Ramiro Adeva, Public Works Director, City of Agoura Hills
- Andrew Brozyna, Deputy Public Works Director, City of Calabasas
- Hussam Buran, Senior Transportation Engineer, CALTRANS, District 7

Based on the RSOQ selection criteria, the Project Evaluation Board selected three (3) finalist firms that were invited to participate in the interviews. The finalists included Parsons, AECOM, and MNS Engineers, Inc. All three Consultants accepted the invitation to interview.

On October 22, 2013 the firms were interviewed by the same members of the original Project Evaluation Board. In addition, Commissioner Norman Buehring joined the interview panel as a fifth member of the Project Evaluation team. As a Commissioner on the City's Traffic & Transportation Commission (TTC), and HOA President of the Community Association of Saratoga Hills, the neighborhood community located adjacent to the future project site, staff and the Evaluation Board were pleased to have Mr. Buehring join the selection process for his valued insight and knowledge of the project, and his interest and commitment to the Saratoga Hills community.

Each firm submitted a cost proposal at the scheduled interview that was based on the Scope of Services originally provided with the City's RSOQ. The cost proposal amounts submitted are as follows:

FIRM	COST	NOTES
MNS Engineers, Inc.	$3M	Based on **18 month** construction period.
Parsons	$2.75M	Based on **18 month** construction period.
AECOM	$2M	Based on **14 month** construction period.

Based on the interviews and the information submitted by the firms for evaluation, the Project Evaluation Board selected Parsons as the highest ranked firm. City staff concurred with the selection of Parsons based on the Evaluation Board's recommendation and after review of the three cost proposals. Parsons is a full-service engineering company that specializes in design, construction management, and project management of transportation and planning consultant services. Parsons is a highly respected firm that has a strong presence along the US 101 corridor. Parsons has successfully completed similar construction management and design projects locally under CALTRANS District 7 oversight within the last few years, including the US101/Springville Drive Interchange in Camarillo, CA; and US 101/Reyes Adobe Road Bridge Widening, Agoura Hills, CA.

City staff entered into negotiations with Parsons and has successfully reached a not to exceed amount that is considered to be reasonable for the services requested.

FISCAL IMPACT/SOURCE OF FUNDING:

The City has entered into an agreement with Los Angeles County for Measure R funding. Therefore, the City anticipates Measure R funds to recover 100% of the costs under the proposed contract.

REQUESTED ACTION:

Staff recommends City Council award a contract to Parsons Corporation (Parsons) for Project Management and Construction Management Services in the amount not to exceed $2,750,000 for the Lost Hills Road Interchange project.

ATTACHMENTS:

Attachment A: Request for Statement of Qualifications
Attachment B: Parsons Statement of Qualifications
Attachment C: Draft Professional Services Agreement w/ Exhibits

CITY of CALABASAS

REQUEST FOR STATEMENT OF QUALIFICATIONS
PROFESSIONAL SERVICES

DATE ISSUED: SEPTEMBER 15, 2013

CITY OF CALABASAS

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR:

THE LOST HILLS ROAD INTERCHANGE IMPROVEMENT PROJECT

DUE DATE: OCTOBER 3, 2013

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

PROJECT MANAGEMENT & CONSTRUCTION ADMINIISTRATION SERVICES

INFORMATION AND INSTRUCTIONS TO INTERESTED FIRMS

1 GENERAL INFORMATION

1.1 The City of Calabasas (City) intends to procure a qualified Consultant to provide project management, preliminary cost estimating, permitting approvals, and construction administration services for the Lost Hills Road Interchange Improvement Project (Project).

1.2 The Statement of Qualifications (SOQ) must be submitted to the Public Works Department and received by October 3, 2013, 2:00 p.m. local time.

1.3 Questions pertaining to the selection process should be directed to Andrew Brozyna, Deputy Public Works Director at abrozyna@cityofcalabasas.com.

1.4 The City shall not be held responsible for any oral instructions. Any changes to this Request for Statement of Qualifications (RSOQ) will be in the form of an addendum, which will be posted on the website. www.cityofcalabasas.com

1.5 The City reserves the right to reject any or all SOQs to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQs received.

1.6 Project description and executive summary: See attachment ''A", enclosed.

1.7 The Consultant will be selected on the basis of demonstrated competence and qualification for the type of services required without regard to fee, and thereafter the City will negotiate a contract for the project management and construction administration services at a fair and reasonable fee with the best qualified firm.

1.8 The Consultant will be an integral member of the Project Team, consisting of the Design Engineer, Contractor, City Staff, and other consultants as required.

2 ANTICIPATED SCOPE OF WORK

(See Attachment "B", enclosed)

3 STATEMENT OF QUALIFICATIONS SELECTION CRITERIA

3.1 The Consultant will be selected through a qualification-based selections process. Firms interested in providing project management and construction administration services must submit a Statement of Qualifications (SOQ) that addresses the following evaluation criteria. Applicants are encouraged to organize their submissions in such a way as to follow the general evaluation criteria listed below. Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

3.2 Cover Letter (1-page) containing at a minimum:

Company name, contact name, address, business number, and email address.

3.3 Qualifications Criteria

3.3.1 **General Information**

Description of firm/team
Legal company organization; organization chart with names
List of applicable California licenses

3.3.2 **Relevant Firm Experience**

a. Applicant's overall reputation, service capabilities and quality as it relates to this project.
b. List and briefly describe at least two comparable projects completed by your firm or currently in progress; include your firm's role, and discuss contract amendment history, if applicable. For each project, include: contract value and construction value (original value plus contract amendments, if applicable), project

owner, project location, contact name and title, address, current/accurate telephone number, fax number, and email address.

c. A minimum of three referrals and references from other agencies. If possible, references should be from the projects listed above.
d. List and describe any litigation; arbitration; claims filed by your firm against any project owner as a result of a contract dispute; any claim filed against your firm; termination from a project.
e. Applicant's capacity and intent to proceed without delay if selected for this work.

3.3.3 **Team Experience & Qualifications**

a. Describe each team member's position within the firm. Provide resumes of each proposed team member in Appendix A.
b. Briefly describe each team member's role on this project.
c. Provide "team" experience working together on similar projects.
d. Identify proposed sub consultants.
e. Describe public relations experience, if any, with residents and local businesses in addition to experiences conducting workshops and making presentations to city councils or other governing bodies.

3.3.4 **Project Understanding and Approach**

a. Describe your understanding of the project.
b. Identify and discuss any potential problems during design and construction.
c. Identify and discuss methods to mitigate those problems.

3.3.5 **Approach to Project Management**

a. Describe your firm's project management approach and team organization during programming, project management and construction phases.
b. Describe systems used for planning, scheduling, estimating and managing project management and construction services.
c. Describe the firm's experience on quality assurance and dispute resolution.

3.3.6 **Other Factors**

a. Current workload and ability to proceed promptly.
b. Willingness to abide by the City's standard form Agreements with few or no objections or changes.
c. Provide a statement regarding your assurance that this engagement will not result in a conflict of interest.
d. Relevant factors impacting the quality and value of work.

4 SUBMITTAL REQUIREMENTS

4.1 The SOQ shall include a one (1) page cover letter, a one (1) page table of contents and a maximum of ten (10) pages to address the SOQ criteria specified in Section 3, for a maximum of twelve (12) pages excluding Resumes. Resumes for each key team member shall be limited to no more than one (1) page and shall be attached as Appendix A.

4.2 Five copies of the Statement of Qualifications and Appendix A must be submitted to the Public Works Department by 2:00 p.m. local time, October 3, 2013. The name of the firm must be included in the title of the submittal.

4.3 Failure to comply with the following criteria may be grounds for disqualifications:

- Receipt of submittal by the specified cut-off date and time.
- Adherence to maximum page requirements.

5 SELECTION PROCESS AND SCHEDULE

5.1 A Project Evaluation Board will evaluate each Statement of Qualifications (SOQ) according to the above criteria, as well as past performance evaluations, and select a minimum of three finalists that will be Short Listed for the project. The Short List firms will meet with the Project Evaluation Board for interviews. The purpose of the interview will be to expand on the information provided in the SOQ, not to repeat information already provided. Those firms selected for the Short List will be provided additional instruction by the City. Those firms not selected for further consideration will be

notified.

5.2 Following the interviews the Project Evaluation Board will determine a ranking for each Short List firm based on the published criteria in 3.3 of this RSOQ. Consideration will be given to both the written Statement of Qualifications past performance evaluations as applicable and any oral presentations or interviews. No other factors of criteria will be used in the qualification ranking.

5.3 The highest ranked firm will be recommended for contract award.

5.4 All information submitted by firms and related Project Evaluation Board evaluations and rankings shall be considered confidential until after contract execution and award by the City Council.

5.5 The City will enter into negotiations with the selected firm and execute a contract upon completion of negotiations of project management and construction administration services. If the City is unsuccessful in negotiating a contract with the highest ranked team, the City may then negotiate with the second or third highest ranked team until a contract is executed, or may decide to terminate the selection process.

6 ATTACHMENTS

6.1 Attachment A: Project description and Executive Summary.

6.2 Attachment B: Scope of Services.

6.3 Attachment C: City of Calabasas Professional Services Agreement (DRAFT)

6.4 Additional pertinent information including but not limited to the following list, can be found at:
http://www.cityofcalabasas.com/departments/traffic/losthillsinterchange.html

Mitigated Negative Declaration
Initial Site Assessment
Jurisdictional Delineation Report

Natural Environmental Study
Storm Water Data Report
Noise Abatement Decision Report
Traffic Analysis
Visual Impact Assessment
Water Quality Assessment
Air Quality Report
Noise Study Report
Geometric Approval Drawings

Lost Hills Interchange/Right of Way Acquisition
Executive Summary

Background and Existing Conditions

The City of Calabasas proposes to replace the existing Lost Hills Road/ U.S. Highway 101 (US-101) overcrossing and modify the interchange (proposed project). The interchange conveys high volumes of regional traffic in the "Z" pattern of in-bound and out-bound commuters between the 101 and the Pacific Coast Highway. Regional travelers use Lost Hills Road and its interchange with US-101 as a through route. In-bound traffic from Northern LA and Ventura Counties flows east on the 101, turning south at Lost Hills to connect with the Pacific Coast Highway via Las Virgenes/Malibu Canyon Road to destinations in Los Angeles. In the evening, this pattern reverses, with the return traffic flowing north along Lost Hills to the 101 westbound. The narrow bridge only accommodates 1 of 2 lanes of northbound traffic, causing bottlenecks at the bridge. The left turn at the westbound on-ramp conflicts with existing pedestrian and through movements, which further backs up traffic on Lost Hills.

Proposed Interchange Improvements

The proposed improvements would increase the bridge width from 2 to 5 lanes and reroute the left turn traffic to a loop on ramp similar to Parkway Calabasas. The new bridge would also consist of two bike lanes and an up to code pedestrian sidewalk on the west side. The loop configuration would allow for the free flow of northbound traffic and significantly reduce delays and backups during peak hours. The installation of the new loop will eliminate the current north bound on ramp and allow for standard distance between on/off ramps and the adjacent streets, Canwood Street. Along with improving the traffic congestion the bridge would be elevated 4 feet to meet Caltrans height requirements, with added width to allow for the future improvements of the 101 to add HOV lanes. The reconstruction of the overcrossing will mitigate seismic deficiencies in the existing bridge.

Right of Way Requirements

The loop on ramp configuration requires additional right of way from County, as it occupies significantly more space than the existing diamond-shaped on and off ramps. The current required right of way is 8.7 acres, with an appraised value of approximately $850,000. The required right of way is part of a larger parcel owned by the County of Los Angeles and utilized by the County of Los Angeles Sanitary District under a Joint Powers Agreement (JPA). The acquisition of the right of way requires the coordination of efforts with the Sanitation District, modification of the JPA and approval by the Count Board of Supervisors (BOS). To this end, staff has met with County Sanitation District, Real Property and 3rd District (Zev Yaroslavsky's) staff and provided documentation since

2009 to complete the acquisition process. The final requirement at this point is for the City and County to agree on the dedication of right of way, as opposed to compensation.

Current Right of Way Status

The City has requested the County to consider a no-fee dedication of this property to the City (for transfer in turn to Caltrans once the project is complete) as their contribution to this important regional transportation project. The City plans to fund the entire project with a combination of B&T District and Measure R allocations. The current design, environmental documentation and related reports have been funded solely by the City in order to advance the project to its current state of completion. In the absence of a financial contribution by the County to the design and construction of the project, the City considers donation of the necessary right of way a reasonable request. On behalf of the County, 3rd District must concur with this dedication concept, as the recommendation to the Board of Supervisors will be based on support from Yaroslavsky's office. Similarly, County Real Property staff is awaiting a decision from 3rd District prior to advancing the acquisition further on their end. Upon agreement with 3rd District, and completion of efforts by staff, it is anticipated the acquisition could then be scheduled with County BOS.

SCOPE OF SERVICES

A.1 Pre-Construction Phase Services

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

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

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

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

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

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

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

A.2 Construction Phase Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.3 Post-Construction Phase Services

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

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

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

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

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

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

ATTACHMENT C

PROFESSIONAL SERVICES AGREEMENT

(City of Calabasas / ***Company or Individual***)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and _____ ***[enter consultant (company's) name]*** a _____ ***[insert consultant's state of incorporation],*** _____ ***[enter consultant's legal status e.g., corporation, nonprofit public benefit corporation, limited liability company]*** ("Consultant").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: _____ ***[insert description of consultant's 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 _____ ***[enter consultant's proposal date]*** 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 _____ ***[insert date fee schedule submitted to City]*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": _____.

3.4 "Expiration Date": _____.

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 _____ Dollars ($_____,_____) 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. _____ ***[enter name of Consultant's Staff]*** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten

business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

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

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

11. INSURANCE

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

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

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

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

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

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

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

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

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

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

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **[City Project Coordinator]**
Telephone: (818) 224-1600
Facsimile: (818) 225-XXXX

If to Consultant:

Name of Consultant
Street Address or P.O. Box
City, State Zip Code
Attn: [Consultant]
Telephone: ( ) ___-____
Facsimile: ( ) ___-____

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

By: _____
Name, Title

Date: _____

"Consultant"
Name of Company or Individual

By:_____
Name, Level of Officer e.g., Vice President

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

EXHIBIT B
APPROVED FEE SCHEDULE

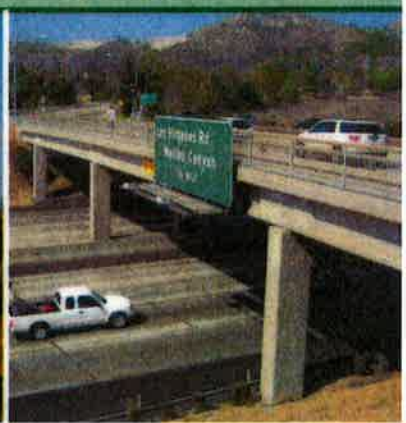
Statement of Qualifications to Provide Project Management and Construction Administration Services for the Lost Hills Road Interchange Improvement Project

CITY *of* CALABASAS

Submitted by

PARSONS

October 3, 2013



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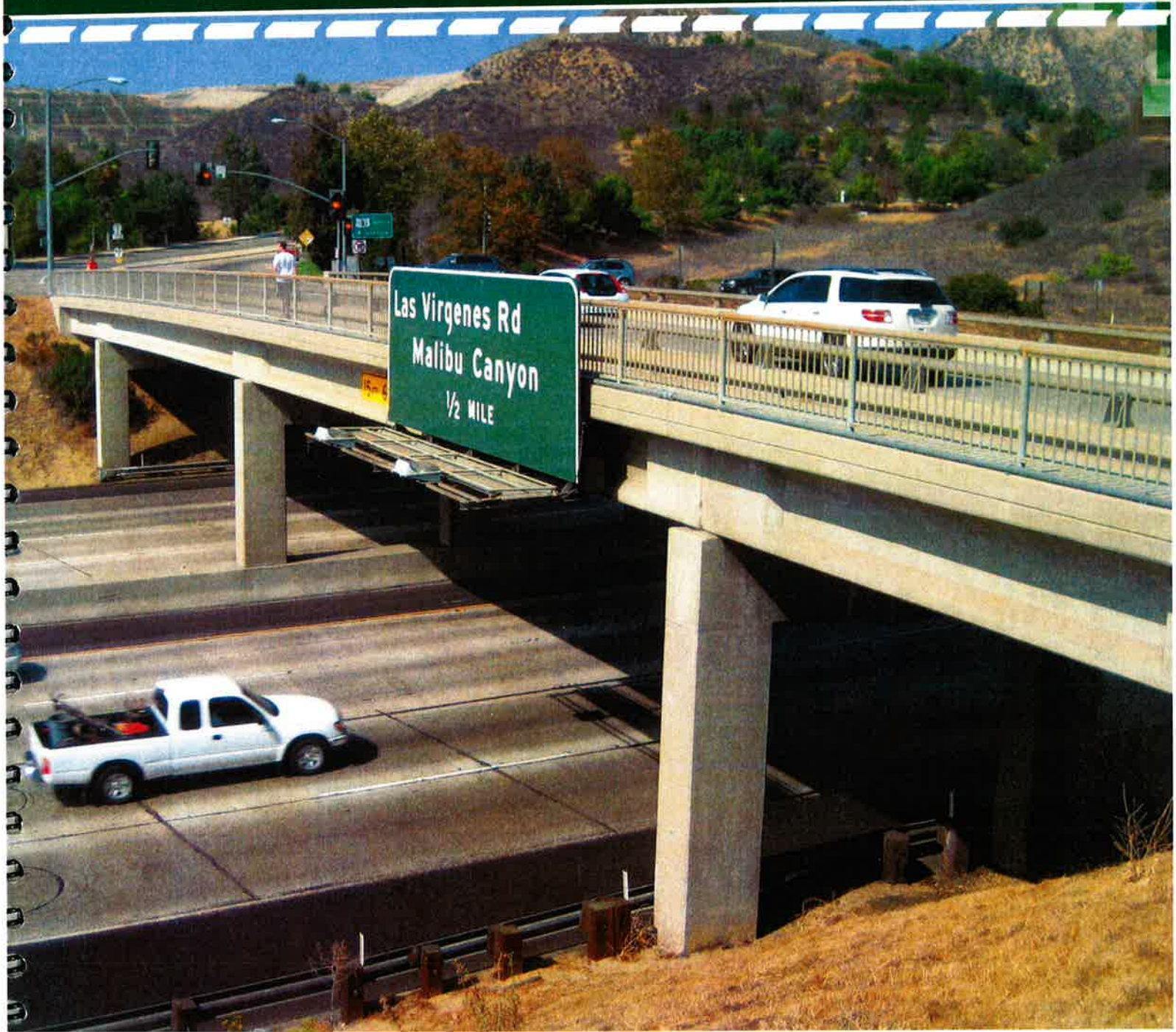
Cover Letter



PARSONS

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

October 3, 2013

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

Subject: Request for Statement of Qualifications for the Lost Hills Road Interchange Improvement Project

Dear Mr. Brozyna,

Parsons Transportation Group Inc. (Parsons) is pleased to submit our Statement of Qualifications (SOQ) for the Lost Hills Road Interchange Improvement Project. For this important project, we have assembled a highly qualified team that has extensive local experience completing similar bridge replacement projects on US 101 with Caltrans oversight.

Parsons' Project Manager, **Roy Fisher, PE,** brings more than 30 years of construction experience, most of it while working at Caltrans District 7. Roy will apply the leadership and experience he gained throughout his career and while managing a $2 billion construction program as the Deputy District Director-Construction for Los Angeles and Ventura counties to make this project a success. Roy will be supported by our Resident Engineer/Structure Representative **Dragan Buha, PE, QSD, LEED AP,** and Design Manager, **Eric Spangler, PE, TE,** who recently worked together to complete the US 101/Springville Drive Interchange construction project in the city of Camarillo with Caltrans oversight. On that project, the City asked Parsons to take over the design role (and complete the design revisions brought by Parsons constructability reviews) during construction.

Dragan has been the resident engineer, structure representative, or both for projects on US 101 from Ventura to Calabasas, including Reyes Adobe Road Bridge Widening, Lindero Road Interchange Improvements, and Kanan Road Interchange Improvements. This, coupled with Dragan's 14 years at Caltrans working in both Construction and Project Management, gives him unprecedented knowledge and relationship with local cities, utility companies, and Caltrans, making him the ideal selection as Resident Engineer/Structure Representative on US 101 for the City of Calabasas.

In addition to working on the Springville Interchange, Eric has delivered Plans, Specifications, and Estimates (PS&Es) on several projects with Caltrans oversight, including John S. Gibson Boulevard Interchange Improvements, NB SR 23 Soundwalls at Tierra Rejada Road, and the Los Angeles Metro Measure R funded I-210 soundwalls project for La Canada Flintridge. Eric is familiar with delivering projects with Caltrans oversight and will be able to assist the City to obtain all of the necessary approvals, certification, and permits to deliver the PS&E in a timely manner.

Supporting the entire Parsons Team is Principal-in-Charge **Khalil Saba, PE,** who has working experience as the Parsons Program Manager for the San Bernardino Association of Governments and Caltrans Deputy District Director for Program/Project Management, where he has overseen the work of consultants to deliver each agency's transportation program, performing similar services to those the City is requiring in this SOQ.

The Parsons Team has the project understanding, knowledge, and experience to work in concert with the City of Calabasas, its designer, and Caltrans to deliver the final PS&E package and then manage the construction. We look forward to meeting with you to discuss our Team's qualifications in more detail. Feel free to contact Roy in our Pasadena office should you have any questions: (626) 676-2666 or Roy.Fisher@parsons.com.

Respectfully submitted,

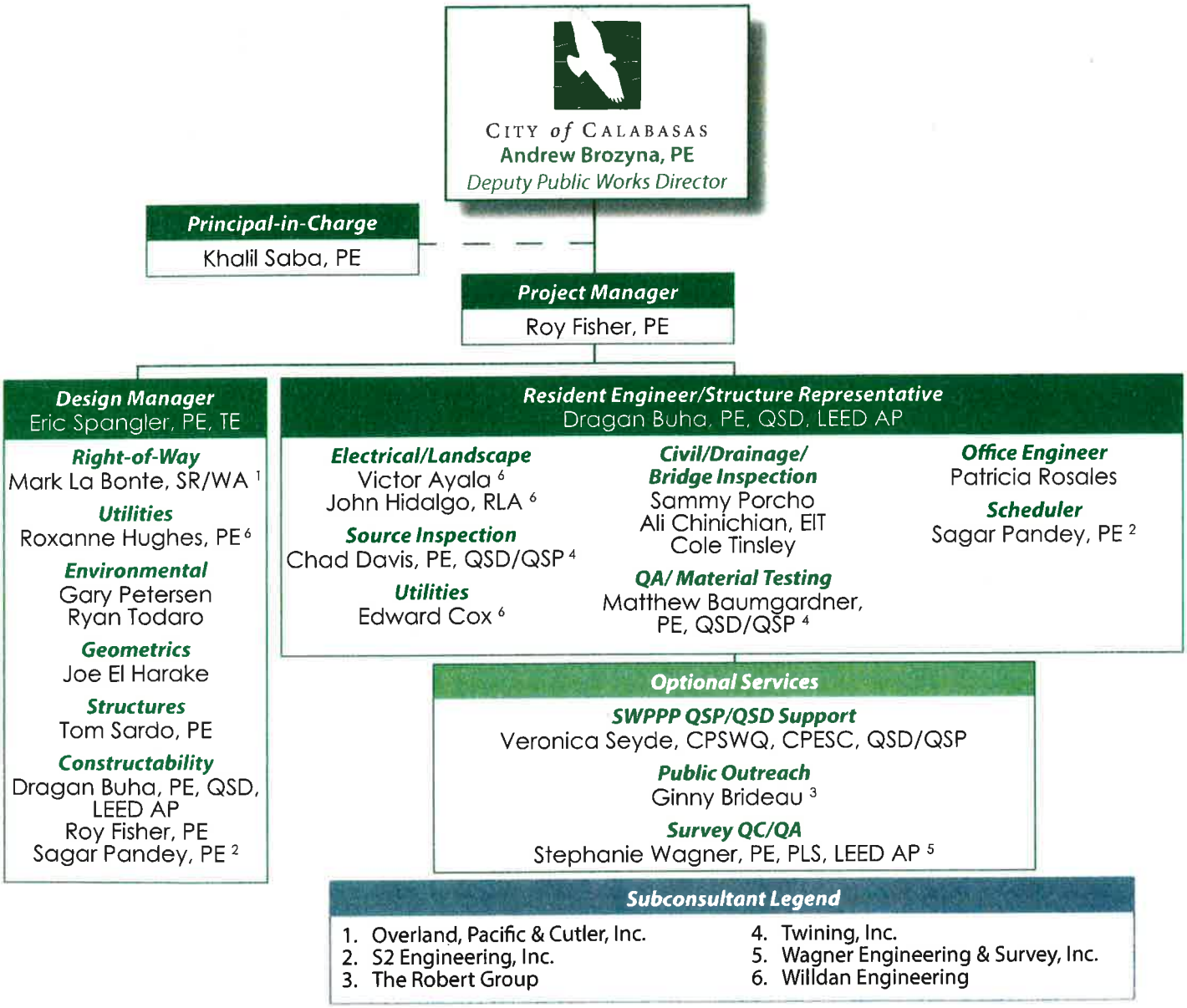
Khalil Saba, PE
Vice President
Principal-in-Charge

Roy Fisher, PE
Project Manager

Qualifications Criteria

GENERAL INFORMATION

Headquartered in Pasadena, California, Parsons Corporation (Parsons) is a full-service engineering firm with four full-service offices in southern California. Parsons Transportation Group Inc. is the business unit of Parsons Corporation that specializes in transportation engineering and planning consultant services. Parsons' staff, under the Public Works' formal direction, shall provide design support and construction management (CM) services for Lost Hills Road Interchange Improvement Project. Our Organizational Chart below shows the team we have assembled to complete your Lost Hills Road Interchange Improvement Project. In addition, our team possesses the applicable California licenses to perform the proposed services, details of which are provided in staff resumes in Appendix A.



RELEVANT FIRM EXPERIENCE

Parsons and the project team we have assembled for the City of Calabasas' Lost Hills Road Interchange Improvement Project have delivered several design and CM projects under Caltrans District 7 oversight on US 101 within the last few years, has very good working relationships with Caltrans District 7 and Headquarters staff, and can provide the City with turn-key service to ensure smooth and successful PS&E delivery and project completion in construction. Parsons' reputation for delivering quality projects has allowed us repeated business with major agencies and extensions of existing program management contracts. A short list of local projects are described in more detail below.

US 101/Springville Drive Interchange, Camarillo, CA – Eric Spangler developed the revised Plans, Specifications, and Estimate (PS&E) for this new interchange in Camarillo, between Las Posas Road and Central Avenue along US 101. The interchange included acquiring additional right-of-way and a new overcrossing that houses Camarillo Water and Sewer, and Southern California Edison. For this project, Parsons was retained to update the shelved plans to correct, clarify, and resolve conflicting design elements that were highlighted as a result of the previous constructability review. Parsons' expedited efforts allowed the City to take advantage of the competitive bidding environment, which yielded a bid that was approximately 50 percent less than the original engineer's estimate. The City amended Parsons' design contract to design 1/2 mile of new arterial roadway, drainage facilities, and utilities to connect with the roadway system north of the interchange that was not part of the original project.

Additionally, Parsons provided CM services to the City during the construction phase of this $20 million interchange with responsibilities that included structures and roadway inspection, daily documentation, coordinating materials testing, shop plan reviews, addressing RFIs, ensuring safety regulations, monitoring SWPPP requirements, preparing progress estimates and daily correspondence with the contractor and other stakeholders.

(*) PS&E scope of services was increased while CM scope was decreased. Parsons was a subconsultant to Filippin Engineering, Inc., for CM portion.

Firm's Role
PS&E and CM Services

Contract Amendment History
(-$0.15 M) (CM); $0.45 M (PS&E)

Contract Value
$926, 000 (CM); $1.47 million (PS&E)

Construction Value
$20.6 million

Project Owner
City of Camarillo

Reference
Ken Matsuoka, Principal Engineer
601 Carmen Drive, Camarillo, CA 93010
(805) 383-5672; (805) 388-5393 (f)
kmatsuoka@ci.camarillo.ca.us

US 101/Reyes Adobe Road Bridge Widening, Agoura Hills, CA – The City of Agoura Hills reconstructed the US 101/Reyes Adobe Road interchange to improve safety, increase the level of service (LOS), and allow better access to and from the areas adjacent to the freeway. Parsons' CM team provided constructability analysis and assisted the City with attracting bidders and reviewing the bids. In addition to bridge widening, the work consisted of roadway and bridge demolition; relocating Southern California Edison, Southern California Gas, AT&T, and Time Warner Cable; drainage improvements; curb, gutter, and sidewalk replacement; new roadway structural section, median, and sidewalk planters; grind and overlay, landscape and irrigation improvements; and new signal, striping, signing, and pavement delineation. All work was completed in conformance with the Caltrans-approved plans and specifications, associated permits, and cooperative agreements. The project followed the Caltrans requirements outlined in the Caltrans construction standards and Local Assistance Procedures Manual, as well as Greenbook standards for the work within the City's right-of-way. The project funding included federal and State funds and required compliance with prevailing-wage and American Recovery and Reinvestment Act (ARRA) requirements. Parsons assisted the City in completing the forms for reimbursement through Caltrans' local assistance office. Additional scope of work included about $0.5 M of utility work and median landscaping.

(*) Amendment was due to additional scope of work and increase in schedule.

Firm's Role
CM and Inspection Services

Contract Amendment History
$0.17 M (*)

Contract Value
$1.12 million

Construction Value
$5.95 million

Project Owner
City of Agoura Hills

Reference
Ramiro Adeva, III, PE, City Engineer
300001 Ladyface Court, Agoura Hills, CA 91301
(818) 597-7353; (818) 597-7341 (f)
radeva@ci.agoura-hills.ca.us

Additional Reference

I-110/SR 47/John S. Gibson Interchange, Port of Los Angeles, CA

Firm's Role
PS&E and Design Support during Construction

Contract Value
$5.7 million

Construction Value
$30 million

Project Owner
Port of Los Angeles

Reference
Sue Lai, PE, Program Manager
425 S. Palos Verdes Street, San Pedro, CA 90733
(310) 732-3649; (310) 831-0439 (f)
slai@portla.org

Capacity and Intent to Proceed without Delay

Eric Spangler, who recently completed the PS&E for John S. Gibson, is ready to start immediately. Dragan Buha is ready to contribute with constructability reviews and will be fully available when construction begins. We have carefully assessed our team member's qualifications and current workload commitments to ensure all staff members were well matched to the requirements of the project and that they would be fully available to the City of Calabasas during the project. The Parsons Team is ready to mobilize and start working on the project as soon as Notice to Proceed (NTP) is issued.

TEAM EXPERIENCE AND QUALIFICATIONS

Parsons' proposed primary staff include:

- Khalil Saba, PE, Parsons' Western North America Sector Manager – our Principal-in-Charge, who has the overall responsibility for securing adequate resources to the Project Manager
- Roy Fisher, PE, Parsons' Principal Construction Manager and CM Lead in the area – our Project Manager responsible for successful delivery of the overall project
- Eric Spangler, PE, TE, Senior Project Manager with Parsons responsible for the delivery of individual project PS&Es – our Design Manager responsible for coordination of all activities during the design stage;
- Dragan Buha, PE, QSD, LEED AP, Parsons' Senior Construction Manager responsible for managing and delivering construction projects – this project's Resident Engineer (RE)/Structures Representative (SR) responsible for contract administration and completion of construction.

Eric and Dragan worked together on delivery of the US 101/Springville Drive Interchange Project, as well as on the I-110/ John S. Gibson PS&E completion. The overall team has collaborated on numerous additional projects and tasks over the years. The roles of our additional team members have been identified in the organization chart, and details regarding their qualifications and experience can be found in Appendix A.

PARSONS' Strategic Teaming

Overland, Pacific & Cutler, Inc. (OPC), established as a California Corporation in 1980, provides all disciplines associated with the appraisal and acquisition of right-of-way (ROW). Their in-house capabilities include program management, cost studies, land and ROW acquisition, real estate appraisal, relocation assistance, utility coordination, and property management. This breadth of experience enables OPC to have a true understanding of each specific real estate function necessary for the delivery of road and highway projects.

S2 Engineering, Inc., has consistently provided high-quality CM, critical path method (CPM) analysis, and materials testing services to various public agencies on their transportation capital improvement projects. Their staff has successfully managed various submittal processes to ensure that all applicable Caltrans, AWS, ANST, NACE, and PCI requirements are met.

The Robert Group (TRG), a California corporation, is a public affairs firm with special expertise in public engagement, stakeholder outreach, and strategic communications. TRG focuses on working with their clients, whether governmental agencies or private entities, to develop solutions and build consensus on projects amongst stakeholders with often divergent viewpoints.

Twining, Inc., is a California-based geotechnical engineering and construction materials testing firm that has a qualified team of engineers, geologists, inspectors, and technicians who provide responsive construction materials testing, special inspection, pavement engineering, and geotechnical services. Its staff includes qualified field technicians and engineers experienced in the construction of public works and infrastructure projects.

Wagner Engineering & Survey, Inc. (WES), is a Los Angeles-based dynamic firm dedicated to providing quality land surveying, civil engineering, and land planning services in a cost-effective and expeditious manner. Founded in1990, WES has accumulated a long list of satisfied municipal clients.

Willdan Engineering is a full-service, multi-disciplinary corporation based in Anaheim. Willdan specializes in engineering, CM, planning, building safety, geotechnical, and staff augmentation services. Willdan's highly trained professionals, most with municipal backgrounds, understand the unique needs of government entities.

Examples of our experience working with these teams include the following.

RECENT PROJECT EXAMPLES WORKING WITH PARSONS	
Overland, Pacific & Cutler, Inc.	
Wilmington Exit (I-405/Wilmington), Carson, CA	Gerald Desmond Bridge, Long Beach, CA
S2 Engineering, Inc.	
Caltrans District 8 On-Call CM Services, San Bernardino and Riverside Counties, CA	San Bernardino Associated Governments (SANBAG) Program Management Services, San Bernardino County, CA
The Robert Group	
I-405/Avalon Boulevard Interchange Modification, Carson, CA	High Desert Corridor Project, Los Angeles County, CA
Twining, Inc.	
Metro Mid-City Exposition Light-Rail Transit Project, Los Angeles, CA	West Basin, El Segundo, CA
Wagner Engineering & Survey, Inc.	
Wendy Drive Interchange, Thousand Oaks, CA	Gerald Desmond Bridge, Long Beach, CA
Willdan Engineering	
California High-Speed Rail (Merced to Fresno), Fresno County, CA	Alameda Corridor-East Construction Authority, CM and Inspection Services, Puente Avenue and Valley Boulevard, Los Angeles County, CA

Public Relations Experience

The Parsons Team has the capability to provide a wide variety of public outreach services ranging from holding stakeholder meetings, producing and distributing project information fliers and graphics, to setting up a project-specific website, as desired by the City. Parsons is experienced in making presentations to the public and to city councils and other governing bodies.

We have included a Public Outreach subconsultant, TRG, who specializes in public information and outreach tasks on transportation projects. Their public relations experience includes interface with residents and local businesses, and conducting workshops and making presentations to city councils and other governing bodies. Examples of such work include:

- High Desert Corridor Project, Los Angeles County, CA: Included outreach to the cities of Lancaster and Palmdale, and numerous Town Councils, including Valley Industry and Commerce Association (VICA). Specific efforts included conducting one-on-one stakeholder interviews, making presentations to stakeholder groups on a regular basis throughout the project, organizing community open houses, making presentations to public and elected officials, conducting focus groups, developing collateral materials, media, and a project Web site.
- I-405/Avalon Boulevard Interchange Modification, Carson, CA: TRG made presentations and had regular interaction with homeowners associations, planning commission, and local businesses. Outreach efforts include staffing an information line for the community and tracking comments and concerns, providing construction updates to community organizations, and developing a construction activity fact sheet.

PROJECT UNDERSTANDING AND APPROACH

Project Understanding, Potential Problems, and Methods to Mitigate

The City of Calabasas is looking for a consultant team that knows and understands Caltrans processes and procedures to assist in completing the design phase of the Lost Hills Road interchange and then manage construction of the project. The project entails replacing the existing two-lane Lost Hills Overcrossing with a new five-lane overcrossing that will accommodates traffic demands, including future high-occupancy vehicle (HOV) Lane on US 101, meets current seismic standards, and replaces the northbound diamond partial cloverleaf on- and off-ramps.

The project must maintain access to the communities of Saratoga Ranch and Saratoga Hills, the Calabasas Landfill and Rancho Pet Kennels on the north side, various commercial properties on the south side, and commuters at all times during construction. This requires careful planning of each construction stage and associated constraints. Bringing on

an experienced team early in the design phase ensures buildable plans. Eric, Dragan, Roy Fisher, and Sagar Pandey bring nearly 100 years of experience in delivering Caltrans projects, and that ensures valuable insight during constructability reviews.

The first stage of the project will be to construct new northbound on- and off-ramps in advance of bridge construction work. Acquiring the 8.7 acres of ROW needed for the new partial cloverleaf interchange portion is critical. Eric Spangler coordinated ROW acquisition on his recent John S. Gibson project with Caltrans oversight. In addition, the Parsons Team includes OPC, who specializes in acquiring ROW and is knowledgeable of the requirements for working with Los Angeles County and Caltrans on ROW acquisition. Construction of the new off- and loop on-ramps will bring desired congestion relief to the project by eliminating the left turn to the northbound on-ramp. It will be necessary to have nighttime full freeway closures on the mainline and the northbound on-ramp for either setting precast girders over the ramp or for setting and removal of falsework for construction of the superstructure. Parsons is familiar with Caltrans Traffic Operations to obtain approval of lane closures a week in advance. Closure of the mainline US 101 will also be necessary for existing bridge demolition. Dragan will work with the City and Caltrans, along with our public outreach subconsultant to ensure proper advance notice of all freeway or local roads closures.

Obtaining all environmental and encroachment permits in a timely manner is crucial to the PS&E completion. For example, the 401 Certification for the Regional Water Quality Board (RWQCB) can be a long lead item. The Parsons Team will meet with the City and its design team to assess the status of all items submitted to regulatory agencies to set priorities in obtaining the permits. In our experience, RWQCB's representative should be invited to participate in Project Development Team (PDT) meetings and ensure all their questions and comments are addressed.

Utility relocation is one of the most important items that have the greatest potential to impact the schedule during construction. Ideally, it is best to relocate utilities before construction begins. It is important to communicate the ultimate construction plans to the utility companies so the utility is relocated so as not to interfere with construction work. Stage construction brings additional constraints that need to be clearly presented to the utility companies. Transitioning of the utilities from existing to the new layout is one of the critical elements that requires detailed planning and coordination. We will conduct specific utility meetings to discuss staging and work windows for each utility. Eric and Dragan have local experience with the utility companies, ensuring good coordination. In addition, we have included Willdan Engineering on our team, who specializes in utility relocation.

Caltrans has strict requirements for maintaining existing signal, ramp metering, and communication lines operational at all times. There are several existing Caltrans communication facilities in the project vicinity, including the permanent changeable message sign on southbound US 101 just west of the existing bridge. Caltrans communication fiber-optic lines most likely will be impacted by construction of the new bridge foundations. Maintaining existing Caltrans irrigation lines need to be considered during design. Both provisions need to be clearly indicated in the PS&E and, if designated as contractor's responsibility, appropriate submittal should be required for review and approval.

Keeping the City staff, city council, Caltrans and community informed about the planned work, as well as informing the daily-traffic commuters, is one of the most challenging tasks during construction. TRG has worked with Parsons on several projects and will work with Dragan to prepare comprehensive plans to address staging changes, community public meetings, and City Council briefings.

Source inspection of materials fabricated for construction is one of the items that were recently removed from Caltrans responsibility on locally funded projects. Parsons has developed Source Inspection Quality Management Plans (SIQMP) for similar projects, which is necessary before Caltrans will issue an encroachment permit to begin construction. Twining is currently providing source inspection in accordance with this new policy for SANBAG, which will ensure no issues on materials testing or source inspection on this project.

Safety is of paramount importance during construction. Safety is a core value at Parsons and Dragan will develop a Parsons site-specific safety plan at the start of construction. The Parsons Team will monitor the contractor's construction work for compliance with contract requirements and OSHA regulations. Toward the end of the construction project, Dragan will coordinate a safety and maintenance review by the Caltrans Safety committee.

Parsons is committed to safety. It is one of our Company Core Values.

Parsons' professional knowledge of project management, programming, design, environmental, ROW, permitting, and CM standards and issues that may arise on the locally sponsored State highway projects is demonstrated by our long-standing relationship with Caltrans District 7, which includes Design and CM on-

call contracts. Parsons recognizes that making Caltrans a partner in this project will result in opportunities to resolve issues quickly, deliver a higher-quality project, and identify potential additional funding opportunities. Parsons has established a good working relationship with the same Caltrans design group responsible for oversight on this project by working on several interchange projects in the area, including current design work on the Palo Comado Canyon Road interchange improvements in Agoura Hills. Parsons Program Management experience, including SANBAG Program Management, Bakersfield Thomas Roads Improvement Program (TRIP), and Orange County Transportation Authority (OCTA) Construction Program Management Services for Rail Grade Separation Program, ensures that we can help the City of Calabasas deliver this important project and coordinate all of the tasks in the scope of work.

Approach to Design and Construction

Design Phase Tasks

Parsons will start by preparing a detailed project schedule showing the remaining design tasks and permits, anticipated timelines, and responsible parties for the design phase of the project. Briefly described below are notable components of the design and construction phase.

PS&E Plan Review and Approval

Parsons will take a proactive approach to working with the City, design firm, and Caltrans to complete the PS&E. Parsons will manage all submittals to Caltrans and will prepare checklists for each submittal. Eric will review the content of the deliverables for quality, completeness, and accuracy, as desired and approved by the City.

Parsons will ensure all PS&E submittals are complete and include the following:

- Previous submittal review comments and response to all comments received
- Updated Plans
- Edited Caltrans Standard Special Provisions with strikethrough edits shown
- Cost Estimate in Caltrans' Basic Engineering Estimating System (BEES) format
- Drainage Report and Storm Water Data Report
- Geotechnical Design Report and Material Report
- Traffic Management Plan
- Project Engineer's Certification of Utility Facilities (95% and 100% submittals)
- ROW Certification (100% submittal or when ready)
- Other requested items

Separate structural PS&E submittals to Caltrans Structural Division in Sacramento, California, are required. The required list includes portions of the District submittal requirements in addition to the Foundation Reports by the Geotechnical Engineer of Record, Structure Cost Estimate, Structure Calculations, and Independent Check Calculations. Tom Sardo will assist Eric in completing this task.

Utility Coordination and Certification

Prior to issuing the City a construction encroachment permit for the project, Caltrans requires the design engineer to prepare a "Project Engineer's Certification of Utility Facilities" for the project. This includes a list of existing utilities within the project area and the disposition of the existing utility, whether it will "remain-in-place", be "protected-in-place" by an active measure, be "abandoned or removed," or be "relocated." The certification submittal typically requires the relocation agreements with the utility companies or, at a minimum, the "Notice to Owner" letter from the local agency to the utility company requiring them to relocate their facility because it is in conflict with the project.

Right-of-Way Acquisition and Certification

OPC and the Eric will review the status of the acquisition and, based on our experience, provide a proposal on how to coordinate with the City and the County of Los Angeles to reach an agreement on the ROW transfer. This ROW acquisition may be the critical path on the project's design completion schedule. Once the agreement is reached between the agencies, Parsons will proactively work toward getting required signatures and executing the grant deeds as quickly as possible. After construction is complete, Caltrans will require the City to prepare a post-construction Record of Survey, submit it to

the Los Angeles County Surveyor, get it recorded, and then submit it to the Caltrans ROW Engineering Division. Eric has personally overseen and coordinated new interchange ROW conveyance from the City of Camarillo to Caltrans on the US 101/Springville Drive interchange project.

Coordinating Environmental Permitting and Compliance

Eric and Gary Petersen will track and manage the acquisition of permits and approvals from other regulatory agencies such as Army Corps of Engineers, California Department of Fish and Wildlife, and the RWQCB. Parsons has environmental and regulatory professionals experienced in obtaining the permits required for the Lost Hills Road Interchange Improvement Project. Looking at the project documents provided with the Request for Qualifications (RFQ), Parsons environmental permitting staff questioned the need for the 1601 and 401 permits due to the distance between the construction area and Las Virgenes Creek. Our experience on similar projects and contacts with RWQCB indicates that they need to be invited to PDT meetings and, once the 401 permit is requested, it may take 9 to 12 months to obtain the permit.

Caltrans Standards Changes and Updates

Every couple of years, Caltrans changes (and/or updates) their design standards and requires all projects that have not yet received their construction encroachment permit to comply with the new standards. Within the last 3 months, Caltrans made select updates to their metal beam guard-railing standards, landscape and irrigation standards, and electrical standards. Approximately a year ago, Caltrans made updates to their Highway Design Manual in regards to pedestrian facilities. To minimize redesign effort based on standard changes, Parsons will stay informed by Caltrans on upcoming design standard changes and will make every attempt to complete the design phase of the project before the cutoff date of new standards implementation.

Construction Management Services

Dragan Buha, PE, will serve as the RE and SR for the project, as he has Caltrans and Parsons work experience in both roles. This will minimize the cost to the project and avoid any potential for miscommunication between the team. Parsons approach to CM includes working in partnership with the City, the Design Engineer, Caltrans, selected contractor, and all other stakeholders. Dragan spent most of his career working on interchange and bridge projects on US 101 from Calabasas to Ventura. Parsons team will prepare itself for construction by performing a constructability review, preparing a draft project schedule, and developing a risk registry. Constructability review ensures buildable plans resulting in lower bids; a basic schedule ensures a meaningful discussion and review of the contractor's baseline schedule; and a risk registry ensures the critical issues are resolved before they can impact the project. In addition, Parsons institutes a system of project controls as described below to ensure the project is built correctly and within budget.

Quality Control Methods

In accordance with Parsons' internal procedures, the quality control (QC) plan will be developed and implemented after NTP for construction is issued. This in-house QC program is implemented and maintained throughout the duration of the contract to ensure compliance and product quality. Periodic quality assurance (QA) audit reviews are conducted after the contract is underway to ensure that those QC procedures and the appropriate methods and standards are being implemented and followed. Appropriate action is taken if some elements of the QC plan need to be updated, reorganized, or modified. Our audit reviews include, but are not limited to, the evaluation of document filing; daily inspection reports; shop drawings, Request for Information (RFI), Request for Change (RFC) submittals, and review; safety and accident documentation; monthly estimate processing; CPM schedule reviews; contract change orders and claims; and as-built and record drawings status.

The Parsons Plan – Act – Check – Excel (PACE) Quality Management Guidebook, provides information, tools, and techniques to Parsons' project managers in meeting the commitment of our quality policy on every project we deliver.

Cost Control

Dragan and his team will prepare accurate and complete quantity calculations for every item listed in the special provisions of the contract in a timely manner for monthly estimates. The verified estimate will then be provided to the City for payment purposes. The team will provide the City with current budget, cost, and progress reports for the project.

Change Control

Dragan will establish and continuously maintain a project change control filing system that provides for the management, control, tracking, and documentation of all changes to the plans and specifications including, but not limited to, approved design and construction submittals, contract documents, and any other project scope documents. The proposed system

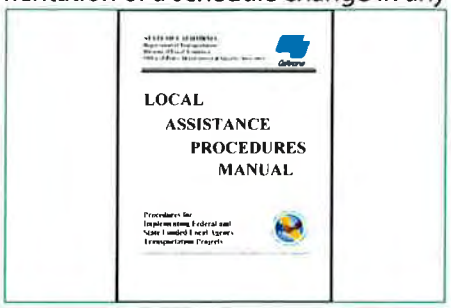
shall document all approved plan and specification changes from the start of the project until its completion. This system will include, as a minimum, a description of the approved change, together with a clear definition of the cost and schedule impacts, individually and cumulatively. Dragan will review, justify, and make recommendations to the City regarding cost, schedule, and quality impacts related to all changes in scope submitted by the contractors, requested by other stakeholders, and design directives. Dragan will analyze and negotiate the scope and cost of changes for City review and approval, and will report the impact of changes in terms of cost and schedule on a monthly basis for the project.

Schedule Control

Dragan and CPM Scheduler, Sagar Pandey, PE, will review and recommend for approval the baseline schedule submitted by the contractor. The CM team onsite will review and monitor progress on a daily basis by walking the site and recording actual status and progress. The monthly updates are critical not only to establish exactly how the project is being built but also to flag emerging issues. Trend reporting will be used as a tool to track the changes of float for all activities on the project, and identify the factors causing the change. Root cause analysis and documentation of a schedule change in any area of the project creates an important claims defense tool.

Document Control

Dragan and the office engineer, Patricia Rosales, will establish, manage, and coordinate a document control system to administer and store all project-related information for the Project. The Parsons Team is well versed with the Caltrans uniform filing system and intends to use the same system both electronically and hardcopy with any modifications desired by the City. Upon completion of the project, all physical and electronic documents will be prepared in accordance with the Caltrans Local Assistance Procedures Manual and will be transferred to the City.



Parsons will follow the Local Assistance Procedure Manual.

Quality Assurance and Special Inspection Services

The Parsons staff, supplemented by Twining and Willdan, will provide daily inspection of contractor's activities on the project site, including SWPPP. Based on the final PS&E and any specified environmental mitigation monitoring, an environmental consultant may be required for periodic monitoring and compliance.

Twining's responsibilities include material testing, source inspection, and QA services, including any specialty inspection needs. All performed material testing will be documented and retained in the project files. Any failed tests will require repeated testing until the requirements are met and documented. At completion of the project, a final material testing report will be included with project completion files.

The contractor is responsible for providing the construction survey on the project. If there is a need to provide QA or support independent review of potential conflicts, the Parsons Team includes WES, which will be utilized on an on-call basis for these services. WES will provide any global positioning system (GPS) support services when requested.

Dispute Resolution, Claims Control, and Management

All claims will be investigated for validity and potential exposure by the City. The CM Team understands that the immediate resolution of valid claims, early on in the project, presents the best opportunity for both the City and the contractor for fair and quick resolution. Accurate initial assessment is very important, as well as proper communication and documentation of all issues. Unjustifiable claims will be rejected with adequate analysis and validation. Dragan and our CM staff recognize that field documentation of all project activities, or lack thereof, is critical to the claim process. Parsons staff will complete daily reports for all items of work in accordance with contract requirements and will provide pertinent information to the City management to be used to support the City in resolving claims or potential claims cited by the contractor. The City will be consulted for approval on all claims.

APPROACH TO PROJECT MANAGEMENT

Parsons conducts all consulting services by adhering to clearly defined contractual and technical procedures that ensure traceability and accuracy at every step.

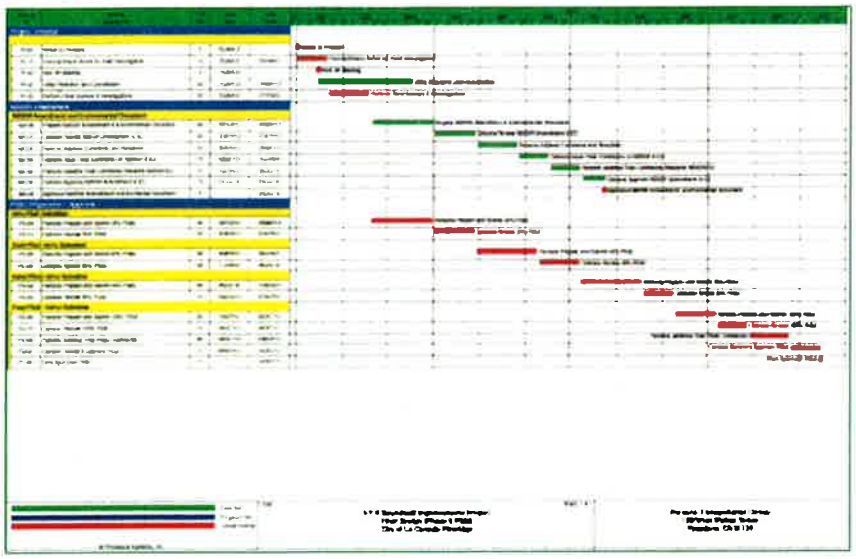
Defining Roles and Responsibilities/Project Management Plan

After meeting with the City to discuss the desired scope of work for the Lost Hills Road Interchange Improvement Project, Roy will prepare a Project Management Plan (PMP) that includes a list of deliverables, stakeholders, permitting agencies, detailed project schedule, and responsible parties. Parsons will also create a project filing system in accordance with Caltrans oversight guidelines and the City's specific instructions for document control procedures. The PMP identifies all of

the necessary procedures, organization, staffing project controls, QC, and standards that will be utilized on each specified task. The PMP is a dynamic document that is revisited when changes and updates are necessary.

Detailed Project Schedule with Monthly Updates

At the start of this contract, Eric, in collaboration with the Parsons Team, will prepare a detailed and realistic project schedule showing required tasks and milestones in Primavera or Microsoft Project software. This schedule will be based on the input and commitment from third parties and stakeholders involved in the project. The schedule will be updated monthly based on the actual progress. Once construction begins, the schedule will shift to the contractors CPM schedule as approved by Dragan. During the contract, Parsons Design Manager or Resident Engineer will attentively track progress and monitor the critical path of the project. Parsons will distribute project schedule updates to the appropriate parties to keep everybody informed of the project progress and critical items of work. Any potential schedule slippage will trigger work-around or additional effort to put the schedule back on track.



Parsons' schedules show the "critical path" activities in red.

Coordination and Meetings

The schedule will progress smoothly only if each deliverable is of acceptable quality and no rework is needed. Eric and Dragan are particularly skilled at communicating verbally and in writing.

Parsons will conduct regular monthly PDT meetings at Caltrans District 7 until PS&E completion. Parsons will prepare and distribute meeting minutes, which will include a summary of discussion topics and points, action items, responsible parties, and agreed timelines, to meeting members. Parsons anticipates the following type of meetings during the design phase:

- PDT meetings at Caltrans District 7
- "Focus" meetings at Caltrans District 7 for specific project issues
- ROW meetings between the City and the County of Los Angeles
- Regular progress meetings at the City of Calabasas
- Utility coordination meetings
- Quality review/constructability review meetings with the design firm and the City
- City Council reporting and meeting attendance
- Public outreach informational meetings and presentations

During construction, Dragan will hold regular weekly meetings with the contractor to address progress, quality, and coordination matters and will hold special meetings as required.

Document Control

Eric and Dragan will organize all project documents, deliverables, and correspondence, and will furnish the complete project file to the City at the end of the design phase and also at the end of construction and project close-out. The project file will include all deliverables, permits, and written correspondence with stakeholders and third parties. Parsons will maintain a project file system in accordance with the Caltrans Local Assistance Procedures Manual.

Project Controls and Administration

Parsons maintains a detailed accounting system that documents and monitors all project costs. Roy will submit a consolidated monthly invoice in a format acceptable to the City and broken down in a manner consistent with the PMP. Monthly invoices will include progress reports with work completed and work expected in the next period. Roy will

effectively manage the budget that the City entrusts to us to deliver our scope of work. We carefully track expenditures and compare them to actual progress to best steward the City's project management and CM budget allocations. Parsons will subcontract the necessary scope of work to our subconsultants, who are highly skilled and experienced. Parsons will perform all contract administration with our subconsultants and ensure that all legal and insurance contract requirements are met.

OTHER FACTORS

Staffing Availability

The Parsons Team is committed to providing the necessary level of effort to effectively execute all project management and CM tasks. The Parsons Team is prepared to mobilize as soon as the contract is executed.

City Standard Agreement

Parsons has reviewed the standard form of contract included in the Request for Qualifications and is in substantial agreement with the terms and conditions.

Conflict of Interest

Parsons or our subconsultants do not have any conflict of interest to perform required services for the City. In the unlikely situation that we discover potential conflict of interest by any participating team member, it will be immediately disclosed to the City.

Adding Value through Quality

On all of our projects, Parsons implements in-house standard QC/QA procedures both in Design and Construction, and prior to submitting any deliverable to the client or any reviewing agency. As we manage the design process for this project, we can provide two different quality procedures: QC and QA. If desired by the City, we will independently check (QC) the quality, accuracy, and completeness of the design firm's deliverables before any submittal. All deliverables must be checked by senior and qualified staff for completeness and accuracy. Another approach is to require the design firm to provide documentation of in-house QC procedures before they submit deliverables to us for QA. There are no shortcuts to good engineering, and the best way is to do it right the first time.

Appendices

Appendix A

Resumes

Roy Fisher, PE

PARSONS' PROJECT MANAGER, CONSTRUCTABILITY

Firm
PARSONS

Years of Experience
30 years

Firm's Position
Principal, CM/PM, Road and Highway

Education
BS, Civil Engineering

Registration
CA, PE-Civil, #42095

EXPERIENCE PROFILE

Roy Fisher brings more than 30 years of construction experience to the Parsons Team. He has more than 25 years of experience working in Caltrans' Offices of Structure Construction, where he moved up through the ranks, starting as a junior civil engineer and eventually becoming the area manager responsible for structures work for most of Los Angeles County and all of Ventura County. In 2009, Roy became Caltrans District 7's Deputy District Director of Construction, where he oversaw $2 billion of construction projects in Los Angeles and Ventura counties. Roy's extensive knowledge of and experience with Caltrans' policies and procedures led him to be selected a Resident Engineer Academy instructor and one of the editors to rewrite and update Caltrans' Construction Manual.

RELEVANT PROJECT EXPERIENCE

Puente Avenue Grade Separation, *Industry, CA.* **Project Manager.** Roy is managing the Parsons Team performing preconstruction services for the Puente Avenue grade separation for the Alameda Corridor-East Construction Authority. The project will construct a cast-in-place (CIP) box girder bridge for the grade separation of Valley Boulevard at Puente Avenue and a structural steel girder bridge for Union Pacific Railroad (UPRR) at Puente Avenue. Currently, the design is 100% complete and expected to bid late 2013. Roy has performed and managed constructability reviews, specification review, construction schedule, utility schedule, and reviewing cost estimates.

Caltrans District 7, *Los Angeles, CA.* **Construction Deputy District Director.** Roy managed 5 office chiefs, 30 senior engineers, and 50 REs to deliver a $2 billion construction program in Caltrans District 7, which comprises Los Angeles and Ventura counties. Roy managed the field operations, including staff that provided oversight of locally administered contracts, and the support units, such as the change order desk, constructability review unit, the contract payments desk, stormwater, and claims unit; the materials testing lab; and the office of office engineer. Roy worked with staff to meet with contractors to resolve claims and complex contract change orders. He met quarterly with the Associated General Contractors, the Southern California Contractors Association, and the Caltrans' Construction Partnering Steering Committee, comprised of construction deputies and industry executives. Roy's efforts as a solutions-oriented manager resulted in multiple award-winning projects from the Caltrans Partnering Program each year competing with projects from around the state.

Caltrans Offices of Structure Construction, *Los Angeles and Ventura Counties, CA.* **Area Construction Manager.** Roy served 9 years as the Area Construction Manager supervising eight bridge seniors. Roy oversaw the CM for permanent structures, such as bridges and retaining walls, as well as temporary structures, such as falsework and shoring, on Caltrans projects. Additionally, Roy worked with his staff to provide constructability reviews of structure work during design, and to resolve complex issues and claims by meeting and negotiating with contractors; reviewed structure-related contract change orders; performed a review of the project records annually for each structure representative for completeness; and made field project reviews for quality of work and safety of operations.

Khalil Saba, PE

PRINCIPAL-IN-CHARGE

EXPERIENCE PROFILE

Khalil Saba has more than 35 years of civil engineering and project management experience in the delivery of transportation projects for Caltrans and other public agencies. He worked directly for Caltrans for 13 years and is intimately familiar with Caltrans' design policies and project development procedures. Khalil possesses strong leadership, communication, and team-building skills and has a proven record of success on large and small transportation projects.

Firm
PARSONS

Years of Experience
35 years

Firm's Position
Western North America Sector Manager

Education
BS, Civil Engineering

Registration
CA, PE-Civil, #51144

RELEVANT PROJECT EXPERIENCE

SANBAG Program Management, San Bernardino, CA. **Program Manager.** SANBAG's transportation program includes some 25 projects in varying phases of development and involves freeway widening, grade separations, interchange improvements, and HOV lanes. Separate consultants or engineering firms have been contracted directly by SANBAG for development of each one of these projects, and these consultants or engineering firms are responsible for the project's overall delivery. Parsons oversees the work of these consultants, monitors progress and reports regularly to the SANBAG management, provides QA oversight and peer reviews, and establishes a project controls system for SANBAG management's use.

District 8 CM On-Call, San Bernardino, CA. **Construction Management.** A $5 million on-call CM contract with Caltrans District 8, covering some 30 projects throughout San Bernardino County. Khalil's duties included CM, contract management, risk assessments, and constructability reviews.

SR 79 Widening, Project Report and Environmental Document (PR/ED), Riverside County, CA. **Deputy Project Manager.** Khalil prepared and monitored schedules, risk management plans, and communication management plans. He coordinated PDT meetings and prepared meeting minutes. Khalil also supervised the preparation of utility conflict maps and coordinated the review of maps with the County of Riverside and utility companies. He prepared subconsultants' purchase orders and monitored their performance, and he prepared monthly progress reports and verified accuracy of client invoices. The project prepared a PR/ED for realigning SR 79 from Thompson Road in Murrieta, California, to Domenigoni Parkway in Hemet, in Riverside County.

Caltrans, District 8, San Bernardino, CA. **Deputy District Director for Program/Project Management** from 2003 to 2004. Khalil was ultimately responsible for delivery of the District's capital program, which included more than $1.5 billion of transportation improvement projects in Riverside and San Bernardino counties. Khalil directly supervised a team of 18 project managers and supervisors and their staff of approximately 50 professionals. From 2000 to 2002, he served as Area Manager and supervised 10 project managers responsible for delivering transportation projects in San Bernardino County. He provided the project managers with technical support, guidance, motivation, and training. He played a key role in the development of District 8's project delivery plan for capital transportation projects. Khalil's duties included assignments in the departments of design, project studies, hydraulics, and construction, and he was involved in the preparation of Project Study Reports (PSRs) and project PS&E. He performed construction administration, field inspections, and lab testing. He also provided design oversight for locally funded projects in Riverside County and assisted the Project Manager in managing and delivering District 8's Phase 2 seismic retrofit program.

Eric Spangler, PE, TE

DESIGN MANAGER

Firm

PARSONS

Years of Experience

14

Firm's Position

Senior Project Manager

Education

BS, Civil Engineering

Registrations

CA, PE-Civil, #64948

CA, PE-Traffic, #2411

EXPERIENCE PROFILE

Eric Spangler is a skilled and well-rounded project manager and engineer. He has managed several design projects for public agencies and private-sector clients, and he has supported those projects through construction. Eric has delivered four Caltrans District 7 projects within the last 5 years, and he is an expert at navigating Caltrans District 7 staff and procedures. Eric's strengths include strong communication, organization, problem-solving, and management skills, as well as technical design expertise.

RELEVANT PROJECT EXPERIENCE

US 101/Springville Drive Interchange, *Camarillo, CA.* **Project Manager.** The project involved constructing a new diamond interchange on US 101 in Camarillo between Central Avenue and Las Posas Road. Parsons took over as Engineer of Record during the construction phase of the project, providing redesign during construction and new design of an additional 1,000 feet of new arterial roadway, wet utilities, and infrastructure. Parsons' scope included redesigning the new overcrossing bridge plans during construction, obtaining Caltrans' Headquarters Approval, and issuing them to the contractor before that work item reached the schedule's critical path. Parsons revised roadway and utility plans, processed the delta revised plans through Caltrans for approval, and issued them to the contractor for construction. The project was much like a design-build project. The $21 million (construction cost) project was delivered ahead of schedule and under budget. The project was locally funded with oversight provided by Caltrans District 7. The interchange was opened to traffic in May 2012 and was awarded American Public Works Association (APWA) Ventura County 2012 Transportation Project of the Year.

I-110/SR 47/John S. Gibson Boulevard Interchange Improvements, *Port of Los Angeles, CA.* **Project Manager.** The project involved preparing PS&E and concurrently developing PA/ED (Project Approval/Environmental Document) for widening SR 47, northbound I-110, and 2 freeway bridges; improving John S. Gibson Boulevard and I-110 northbound ramps; realigning an active railroad; and 4,000 linear feet of soundwalls on ROW line requiring 63 TCEs from private homeowners. Archaeological artifacts were found in a soundwall location, and one TCE required relocation of a garage and City Building and Safety Permits. Other complexities involved hazardous waste mitigation, protecting an unpermitted skate park underneath the freeway bridge widening, and cell tower and other utility relocations. Improvements were within Caltrans, City of Los Angeles, Port of Los Angeles, and Railroad ROW; and private property. Parsons was prime contractor with 13 subconsultants. The project included State and federal funds with oversight provided by Caltrans District 7. The project has a construction cost of $30 million and is currently in the construction phase.

La Cañada Flintridge I-210 Phase 1 Soundwall Project, *La Cañada Flintridge, CA.* **Project Manager.** Project involved preparing PS&E, ED, Noise Barrier Scope Summary Report (NBSSR), and ROW acquisition for 3,500 linear feet of soundwalls and freeway improvements on I-210 within City limits. Project complexities included soundwalls located in private ROW and along historically significant homes, minimizing impacts to existing mature trees along soundwall alignments, and relocating the City's Gateway Monument Sign. Eric successfully negotiated smaller and more cost-effective stormwater BMPs with Caltrans District 7. The client was City of La Cañada Flintridge, funded by Metro Measure R funds, with oversight by Caltrans District 7.

Dragan Buha, PE, QSD, LEED AP

RESIDENT ENGINEER/STRUCTURE REPRESENTATIVE, CONSTRUCTABILITY

Firm

PARSONS

Years of Experience

27 years

Firm's Position

Senior Construction Manager

Education

MS, Civil Engineering

BS, Civil/Structural Engineering

Caltrans RE Academy

Caltrans Senior Engineer Academy

Registration

CA, PE-Civil, #51368

Certifications

Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner (QSD/QSP), #23172

LEED Accredited Professional

EXPERIENCE PROFILE

Dragan Buha has more than 27 years of civil engineering experience in construction and project management that includes an emphasis on civil/structural engineering infrastructure public works projects. He has more than 14 years of experience working with Caltrans Structure Construction (D-59), District 7 Project Management, and District 7 Construction, giving him unique qualifications and experience of Project Manager, RE, and SR. Dragan's project experience includes work on new or the modification of existing interchanges, including construction of new roads, drainage facilities, bridges, bridge retrofits, Caltrans maintenance buildings, and planning and design oversight for D-7 Caltrans Transportation Management Center (TMC) in Glendale. Dragan has performed constructability reviews and value engineering internally for Parsons and for various outside clients, including SANBAG, OCTA, and other local agencies.

RELEVANT PROJECT EXPERIENCE

US 101/Reyes Adobe Road Bridge Widening, Agoura Hills, CA. **Project Manager/RE/SR.** Dragan was responsible for CM and inspection services for the bridge widening over US 101 and related ramp adjustment and drainage, landscaping, and electrical improvements. Bridge work included precast concrete-driven piles, CIP foundations, columns, and two CIP spans, while two spans over traffic had precast prestressed girders with CIP deck. The work was performed on Caltrans ROW and in compliance with Caltrans standards.

I-405/Avalon Boulevard Interchange Modification, Carson, CA. **Structure Representative.** On this project, Dragan was responsible for CM and inspection services for structural work. Bridge work consisted of constructing one new bridge over existing channel with precast prestressed girders and with foundation on concrete-driven piles, mainline bridge widening and another bridge modification, several long mechanically stabilized earth (MSE) walls at new ramps, Type I retaining wall, and one soundwall.

US 101/Springville Drive Interchange, Camarillo, CA. **Parsons Project Manager-CM Phase.** Dragan was part of the Parsons Team that was selected for CM services by the City, based on the constructability review presentation in competition with three other firms. At a later date, the City selected Parsons to manage the design changes and assist with the construction administration work as subconsultant. Dragan was the Project Manager for the Parsons CM work and managed Parsons' staff consisting of a SR and Lead Roadway/Bridge Inspector. In addition, Dragan cooperated with Eric Spangler to ensure that design changes were delivered on time and were acceptable to Caltrans. His experience and knowledge of Caltrans construction procedures was invaluable whenever the schedule required quick resolution of pending issues.

Recent Constructability Review Projects, Various Cities, CA. Examples of recent projects on which Dragan performed review and provided comments based on his construction experience on 95% or 100% PS&E for Parsons' design or by other firms as part of the peer review process include: I-5/Avenida Pico Interchange Improvements HOV, Orange County, CA; Ave 52/Grapefruit Boulevard Grade Separation, City of Coachella, CA; Monte Vista Grade Separation, City of Montclair, CA; and Lenwood Grade Separation, City of Barstow, CA.

Victor Ayala

ELECTRICAL

EXPERIENCE PROFILE

Victor Ayala is responsible for inspection of large-scale public works projects. His experience includes more than 35 years of public works construction experience in administration and inspection of subdivisions, traffic signals, fiber optics, storm drains, sanitary sewers, asphalt-rubber hot mix (ARHM) overlays, conventional asphalt overlays, and street beautification projects with raised landscape medians and decorative parkway renovations.

RELEVANT PROJECT EXPERIENCE

Transit Priority Public Works Observation, *Santa Monica, CA.* **Public Works Observer and Administrator.** Victor was responsible for the installation of new fiber-optic lines in Santa Monica Boulevard (Berkley to Lincoln) and Wilshire Boulevard (Berkley to Lincoln). Specifically, the project involved installation of approximately 30,000 lineal feet of fiber optic, changing cabinets from P type cabinets to 332, traffic signal controller upgrades, wireless access points, interduct installation, and rewiring existing traffic signals. Victor also provided public outreach services to the local businesses and residents. Prior to the beginning of the project, he provided information flyers to the local businesses and developed a working relationship with each. Victor acted as the liaison between the businesses and City's contractor to ensure deliveries and customer access was maintained at all times.

2012 Residential Slurry Seal Public Works Observation, *Culver City, CA.* **Public Works Observer.** Victor was responsible for public works inspection, public outreach, and CM for the project, which involves application of 56,000 gallons of Type II REAS (central mix) slurry seal over various streets throughout the City.

On-Call Public Works Observation, *City of Calimesa, CA.* **Public Works Observer.** Victor was responsible for providing on-call inspection, CM, and public outreach services for various permitted and public funded projects throughout the City. The projects included street beautifications, sewers, storm drains, water lines, asphalt overlays, safe routes to school, landscaping, grading, tract inspections, and other appurtenant work.

Sepulveda Boulevard Improvements, *Culver City, CA.* **Public Works Observer.** Victor was responsible for providing inspection of several traffic signals and coordinating public outreach efforts. Willdan provided project management, conceptual design, and preparation of construction drawings and technical specifications for a major street widening on Sepulveda Boulevard from Playa Street/Jefferson Boulevard to Green Valley Circle. This project was done to alleviate an existing bottleneck and provided for a third southbound lane within the existing ROW.

On-Call Public Works Observation, *Riverside County, CA.* **Public Works Observer.** Victor was responsible for providing inspection of various types of public works projects throughout the County for such projects as tract housing, cash contracts, traffic signals, and storm damage assessment. He was also responsible for maintaining project files, including quantity tracking, contractor memoranda, change order processing, public outreach, materials testing reports, material ticketed, submittals, and RFIs.

Firm

WILLDAN Engineering

Years of Experience

35 years

Firm's Position

Public Works Observer I

Registration

CA, Contractor, #C-10

Certifications

Certificate, Fiber-Optic Theory, Air Quality Management District

Certificate, Professional Development, Asphalt Institute

Matthew Baumgardner, PE, QSD/QSP

QA/ MATERIAL TESTING

Firm

TWINING

Years of Experience

9 years

Firm's Position

Project Engineer

Education

BS, Civil Engineering

BA, Linguistics

Registration

CA, PE-Civil, #71932

Certification

Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner (QSD/QSP), #23991

EXPERIENCE PROFILE

Matthew Baumgardner has more than 9 years of experience in geotechnical, environmental, and municipal engineering. He has experience in laboratory material and soil testing conducting foundation design, slope stability, liquefaction analysis, rockfall hazard analysis, and providing grading recommendations. Matthew also has extensive experience in the field conducting geotechnical and environmental subsurface investigations using hollow stem auger, mud rotary, bucket auger, cone penetrometer, direct push, and hand auger methods. Matthew served as the Director of Land Development for the City of Calabasas. In his term as director, he piloted the Land Development Division, managing up to 30 grading and drainage projects at one time.

RELEVANT PROJECT EXPERIENCE

Wendy Drive/Route 101 Interchange, *Thousand Oaks, CA.* **Project Engineer.** Matthew serves as the single point of contact, overseeing all services providing by the Twining team for the project. He reviews all invoices and reports for accuracy prior to their issuance, tracks noncompliant items along with their resolution, informs the client of budget status, and ensures that services are delivered in an efficient and effective manner. In the event of any budget deviations, Matthew ensures that the client is proactively advised and then assists with allocating costs to the actual source of the budget deviations, as well as minimizing the financial impact of such deviations. Twining is serving as the materials engineer for this project and is responsible for all construction materials that will be used on the project. Twining is also providing a QA program in accordance with the Caltrans construction manual and project specifications. The Wendy Drive/101 Freeway Interchange improvements will widen Wendy Drive by widening the Wendy Drive/Route 101 Freeway Overcrossing structure, adding a travel lane in each direction, northbound on-ramp widening and metering, southbound off-ramp widening, intersection improvements, and signal modifications.

Minor Street Improvements, *Simi Valley, CA.* Matthew served as **Project Manager**, providing oversight of materials testing for both laboratory and field services. Twining was retained as the QA laboratory for the City and provided placement inspection, field compaction testing, batch plant inspection, laboratory testing, and slurry seal sampling and testing. The project consisted of residential pavement rehabilitation consisting of a conventional hot mix asphalt overlay, curb and gutter repair, and a Type I slurry seal on select residential streets.

City of Thousand Oaks – Norwegian Grade, *Thousand Oaks, CA.* **Project Engineer.** Matthew serves as the single point of contact, overseeing all services providing by the Twining team for the project. Twining was key in implementing a new green technology that cost effectively reclaimed the existing pavement section. They performed an initial pavement evaluation and developed an appropriate pavement design. This project consisted of the rehabilitation and modernization of the grade from Calle Contento to Santa Rosa.

Pavement Rehabilitation Program 2011 & 2012, *Agoura Hills, CA.* Matthew served as **Project Manager**, providing oversight of materials testing and inspection services for this citywide pavement rehabilitation program. This project consisted of pavement rehabilitation of numerous streets in Agoura Hills.

Ginny Brideau

PUBLIC OUTREACH

EXPERIENCE PROFILE

Ginny Brideau brings more than 10 years of experience in community outreach, policy analysis, and overall project management. As a Project Engagement Manager, she is responsible for supporting all outreach efforts including, but not limited to, day-to-day project management, message development and dissemination, print and online media coordination and placement, and meeting coordination and logistics. During her time at TRG, Ginny has been at the forefront of TRG's innovative use of social media, including networking sites such as Facebook and Twitter as outreach tools, and advising clients on the best practices for integrating social marketing into the overall outreach program. Her experience with the growing number of social marketing components has helped to provide the community with a deeper level of understanding of projects that have long-lasting and far-reaching impacts for stakeholders.

RELEVANT WORK EXPERIENCE

High Desert Corridor, Los Angeles, CA. The High Desert Corridor project is a multiagency effort to identify needed transportation corridor improvements in the northern sections of San Bernardino and Los Angeles counties. TRG is a subconsultant to Arellano and Associates, leading the community outreach and public participation efforts for the Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) process. TRG's efforts have focused on the Los Angeles communities of Lancaster, Palmdale, Santa Clarita, and unincorporated towns that would be in a position to take advantage of added transportation investment. The outreach program has included the development of fact sheets, project Web site, and an aggressive online component that includes an interactive mapping system and social media campaigns. Briefings for local elected officials and key stakeholder organizations are hosted on a regular basis. Community meetings are hosted in a typical in-person format and are also broadcasted online. These broadcasts are made available for later viewing and to support the very large stakeholder base.

Regional Connector Transit Corridor Study, Los Angeles, CA. Since 2007, TRG has led the community outreach and public participation effort for the Regional Connector Transit Corridor Project. This study examined project alternatives that would connect Metro's Gold, Blue, and Expo lines through Downtown Los Angeles. Throughout the Alternatives Analysis, Draft and Final EIS/EIR, and ACE/PE efforts, a key project challenge has been simultaneously conducting outreach to the Arts, Toy, and Financial Districts; the Historic core; Civic Center; and overall downtown workforce. TRG's activities, under the day-to-day management of Ginny, have included project coordination, facilitation of community meetings to obtain public comment, and development of collateral materials, including a project PowerPoint presentation. Other deliverables include fact sheets, FAQs, and a comprehensive stakeholder database. TRG has taken advantage of new media, including a project Web site and frequent interaction with and posting to community-focused blogs, to develop its multilevel approach to keeping stakeholders informed about the study. To reach those outside of the project study area, TRG implemented a social media campaign utilizing Facebook and Ustream. TRG is also responsible for comprehensively documenting and reporting on the outreach effort and conducting additional briefings for key community organizations and elected officials. Finally, TRG will contribute value strategic planning to assist Metro in meeting its goals of accommodating expected ridership increases, supporting the resurgence of Downtown Los Angeles and a business, cultural, and residential hub, and improve mobility throughout the downtown region.

Firm

(THE ROBERT GROUP)

Years of Experience

12 years

Firm's Position

Vice President/Project Engagement Manager

Education

MPP, American and Local Government

BA, Public Policy and Economics

Ali Chinichian, EIT

CIVIL/DRAINAGE/BRIDGE INSPECTION

Firm
PARSONS

Years of Experience
29 years

Firm's Position
Senior Construction Inspector

Education
BS, Civil Engineering

Registration
CA, EIT, #XE104219

EXPERIENCE PROFILE

Ali Chinichian has 29 years of experience in bridge and highway construction inspection, 21 of which have been on California roadways following Caltrans procedures, standard plans, and specifications. He is responsible for ensuring compliance with plans and specifications, and that construction is performed in accordance with safe work practices according to site-specific safety procedures and industry standards.

RELEVANT PROJECT EXPERIENCE

US 101/Reyes Adobe Road Bridge Widening, *Agoura Hills, CA.* **Structure Inspector.** Ali's responsibilities included overseeing construction of embankment, widening of existing bridge, retaining walls, and box culvert in accordance with contract plans and specifications. His duties also included inspection of footings, bent caps, and abutments; materials sampling; safety compliance; monitoring critical activities; and preparing daily reports and monthly progress pay quantities.

I-405/Avalon Boulevard Interchange Improvements, *Carson, CA.* **Structure Inspector** for $13 million improvement at the Avalon Boulevard interchange and I-405. Ali's responsibilities included overseeing construction of a new precast girder bridge structure, seven MSE walls, retaining walls and soundwalls; and widening of existing bridge, embankment, and box culvert in accordance with contract plans and specifications. His duties also included inspection of cast-in-drilled-hole (CIDH) pile for the soundwalls, inspection of the MSE and retaining walls, materials sampling, safety compliance, monitoring critical activities, and preparing daily reports and monthly progress pay quantities.

Nisqualli Road Improvement, *Phase 2, Victorville, CA.* **Structure Inspector** for the $6 million project included reconstruction and widening of a 1-mile segment of Nisqualli Road. Ali's responsibilities included overseeing construction of a widening, two intersections, retaining walls, three reinforced concrete box culverts, curbs and gutters, sidewalks, residential and commercial driveways. He also reviewed the contractor's CPM schedule and coordinated subcontractors.

SR 22 HOV Lane Design-Build Project, *Orange County, CA.* **Construction Inspector** for the $550 million design-build widening of SR 22 in Orange County, California. The project was a 13-mile-long freeway connecting 5 major freeways, and it included the reconfiguration of interchanges and 54 new bridges or bridge widenings, as well as more than 12.5 miles of retaining walls. Ali's responsibilities included overseeing construction of retaining walls and soundwalls, embankment, and drainage, ensuring that the freeway was constructed in accordance with Caltrans methods, contract plans, and specifications.

Caltrans District 8 – I-15 Freeway Reconstruction, *San Bernardino County, CA.* **Assistant Resident Engineer** for the $115 million reconstruction and widening of 29 miles of I-15. Ali was responsible for inspection of the retaining, MSE and soundwalls, and a concrete box culvert.

Edward Cox

UTILITIES

EXPERIENCE PROFILE

Edward Cox possesses more than 32 years of public works experience. Prior to joining Willdan, he held a position where he organized and implemented construction projects. Edward performed as a project manager and site superintendent and also supervised full-time and part-time employees.

RELEVANT PROJECT EXPERIENCE

Orange Line Extension – Metropolitan Transportation Authority (MTA), *Los Angeles, CA.* **Utility Coordinator.** Edward was responsible for providing utility coordination. The project consisted of professional engineering design for the design-build project of the MOL Extension extending from the existing Chatsworth Station to the Canoga Station in the San Fernando Valley along Canoga Avenue. Willdan prepared PS&E for street widening, raised landscaped medians, irrigation system, Americans with Disabilities Act (ADA) access curb ramps, bicycle paths, park-and-ride and parking lot facilities, traffic signal modifications, communication conduits, and signing and striping.

223rd Street Improvements, *Carson, CA.* **Phase Manager.** Edward was responsible for utility coordination services for this project, which involved the preparation of PS&E for the 223rd Street Improvements, Lucerne Street to Alameda Street Project No. 1003. Services included developing a landscape master plan to create an identity for Auto Row, and preparation of plans and specifications, street widening and rehabilitation, landscape medians, signing and striping, and traffic control.

Sepulveda Boulevard Widening, *Culver City, CA.* **Utility Coordinator.** Edward was responsible for utility coordination and mapping. The project included conceptual design, preparation of construction drawings and technical specifications for a major street widening on Sepulveda Boulevard from Playa Street/Jefferson Boulevard to Green Valley Circle to provide a third southbound through lane. Willdan's services included civil and traffic engineering design, landscape architectural design, survey, pavement engineering, and utility coordination.

Highway 111 Street Improvements, *Indian Wells, CA.* **Utility Coordinator.** The project consisted of widening Highway 111 to add one through lane for the eastbound and westbound traffic, as well as landscape medians. The project included preparation of street, storm drain, traffic signal, interconnect, signing and striping plans, preparation of topographic survey, geotechnical report, coordination with adjacent development and agencies and utility companies for substructure research and relocation.

I-5 Mitigation, Project 300, *La Mirada, CA.* **Utility Coordinator.** The project included several streets, median, and traffic signal improvements in advance of the I-5 mainline widening construction in late 2010. The project was needed to accommodate the heavy volumes of traffic detoured and diverted into cities over the duration of the construction. Project 300 was located within the cities of La Mirada and Santa Fe Springs and was administered by the City of La Mirada. The plans included street rehabilitation and traffic signal and median modification. Willdan also provided utility coordination, traffic signal timing chart preparation and assistance during advertisement and bidding.

Firm

WILLDAN Engineering

Years of Experience

32 years

Firm's Position

Utility Coordinator

Education

United Association Local 250 Apprentice Program

Chad Davis, PE, QSD/QSP

SOURCE INSPECTION

Firm

TWINING

Years of Experience

20 years

Firm's Position

Structural Materials Representative

Education

MS, Business Administration

BS, Civil Engineering

Registration

CA, PE-Civil, #59908

Certification

Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner (QSD/QSP)

EXPERIENCE PROFILE

Chad Davis has 20 years of technical experience specializing in construction materials, construction QA/QC management, geotechnical engineering, engineering forensics, flexible and rigid pavement engineering, and materials testing. He has directed materials and geotechnical departments for several complex and high-profile construction projects. Chad's experiences include managing AASHTO-accredited construction materials laboratories, providing third-party consulting services, and providing construction deficiency analysis services.

RELEVANT PROJECT EXPERIENCE

I-15/Ranchero Road, *Hesperia, CA.* Chad is currently serving as the **Structural Materials Representative** for this project, overseeing all source inspection activities. In this role, he processes all incoming notices of materials to be used and assigns appropriate QA procedures for those materials, which range from Certificate of Compliance acceptance to full source inspection by one of our certified material inspectors. Chad assigns and deploys electrical component specialists, post-tension inspectors (PTI), certified welding inspectors (CWIs), and coating/paint inspectors to various materials manufacturers and suppliers across the United States. The Ranchero Road interchange project will connect Mariposa Road and Caliente Road to I-15 with a full-service interchange. The project is the largest of two source inspection pilot projects currently underway for SANBAG, as a cooperative agreement between SANBAG and Caltrans. As such, Chad works closely with SANBAG engineers and Caltrans materials engineering and testing services (METS) personnel on a regular basis. Because of the infancy of this program, the source inspection team has encountered numerous issues regarding policies and procedures, and Chad has taken the lead in working through these issues and establishing standard operating procedures to be used on this and future agency source inspection projects. Chad and his source inspection team have developed systems and procedures for data collection, reporting and logging, and filing, cooperating with the needs of SANBAG engineers and Caltrans METS oversight personnel.

On-Call Roadway Materials Sampling and Testing Services, *Caltrans District 11, CA.* Chad is serving as Twining's **Project Manager** for this contract and oversees services including materials sampling and testing, field testing and inspection, plant inspection, and source inspection work. He coordinates field activities and laboratory testing on an on-call basis and oversees as-needed source inspection services for the District's Office of Structural Materials. As Twining's Project Manager, he is also responsible for managing the contract and invoices and acts as the main point of contact for the district. Twining is providing as-needed support for the development and construction of various Caltrans projects in San Diego and Imperial counties. The types of projects that are included in this contract are widening of highways, pavement rehabilitation, installation of medians and shoulders, bridge work, HOV lane construction, sound and retaining wall construction, and bridge replacement.

Joe El Harake

GEOMETRICS

EXPERIENCE PROFILE

Joe El Harake has 30 years of engineering experience in delivering highway improvement projects, 23 of which were at Caltrans. He is recognized as an expert nationally and internationally for his pioneering work involving the creation of new approaches and strategies in geometric design and traffic engineering. Joe is the author/co-author of several publications, including the California Ramp-Metering and HOV Lane Design Guidelines. The latter was adopted and published by the Federal Highway Administration (FHWA) as the first national design standard for HOV lanes. He taught in the Caltrans statewide Traffic Operations Academy from 1991 to 1996. Joe also provided highway design and operation seminars at numerous agencies in the United States, including Florida Department of Transportation (FDOT), and Asia. He is also the former Senior Advisor to the Southern California Multi-County Goods/Freight Movement Action Plan Committee.

Firm

PARSONS

Years of Experience

30 years

Firm's Position

Vice President
Transportation Director

Education

BS, Civil Engineering

RELEVANT PROJECT EXPERIENCE

SR 91/SR 71 Interchange Improvement Project, *Corona, CA.* **Senior Technical Advisor.** Joe is responsible for alternative analysis and conceptual geometric design. This project constructs the eastbound SR 91 branch connector to the northbound SR 71, and the eastbound SR 91 collector-distributor system in and near the city of Corona. Because this project is part of a larger effort to improve mobility along the SR 91 corridor in Riverside and Orange counties, Joe's design efforts included coordination with Caltrans District 8, Riverside County Transportation Commission (RCTC), and other transportation stakeholders to ensure that all proposed alternatives for the SR 91/SR 71 Interchange Improvement Project would consider future SR 91 improvement projects.

I-10 HOV/HOT Lane Additions, *San Bernardino County, CA.* **Senior Technical Advisor.** Joe is responsible for conceptual geometric design and QA/QC for this $1.2 billion project that adds an HOV lane in each direction of I-10 between Haven Avenue in Ontario and Ford Street in Redlands, a 25-mile span. This project widens several existing undercrossings and rebuilds overcrossings where needed, including the evaluation of more than 26 local interchange improvements. Joe also evaluated HOT lane feasibility, including at-grade and grade-separated ingresses/egresses, and the feasibility of including freeway-to-freeway direct connectors at the I-10/I-15 interchange.

I-405/SR 22 HOV Connector PS&E and Construction Support, *Orange County, CA.* **Senior Technical Advisor.** Joe is responsible for alternative analysis and conceptual geometric design for the $160 million I-405/SR 22 HOV Connector to enhance system connectivity of HOV lanes in the SR 22 corridor from SR 55 at the east end to I-605 at the west end. This project replaces two interchanges to accommodate freeway-to-freeway direct HOV connectors, adds a second HOV lane in each direction on I-405 between SR 22 and I-605, reconstructs on- and off-ramps at Valley View Street and Bolsa Chica Road, constructs soundwalls and retaining walls at various locations, and adds landscaping and aesthetic elements. One of the innovative approaches on this project was relocation of the Bolsa Chica off-ramp from the SR 22 eastbound connector to link directly to southbound I-405.

I-405 Improvement PA/ED Project, *Orange County, CA.* **Senior Technical Advisor.** Joe is responsible for alternatives analysis and conceptual geometric designs. This includes evaluation of HOT lane feasibility; at-grade and grade-separated ingress/egresses; and freeway-to-freeway direct connectors.

John Hidalgo, RLA

LANDSCAPE

Firm

WILLDAN Engineering

Years of Experience

23 years

Firm's Position

Principal Project Manager

Education

BS, Landscape Architecture

Registrations

CA, RLA, #3551

CA, Licensed Contractor C-27, #713613

EXPERIENCE PROFILE

John Hidalgo has more than 23 years of landscape architecture experience encompassing a variety of activities. These include design development, project management, client and agency coordination, and overseeing projects from conception through completion, as well as construction documentation and observation. He is familiar with various local, State, and federal codes, regulations, procedures, and standards relating to construction, safety, park and facility planning, and other building activities. He has successfully completed projects in compliance with these various standards and, while with other firms, has represented the Owner in the review process. John has in-depth experience in field observation and construction. His current responsibilities include park and streetscape design, plan checking services, and construction observation.

RELEVANT PROJECT EXPERIENCE

Magic Mountain Parkway and I-5 Interchange Reconstruction, *Santa Clarita, CA.* **Landscape Architect.** John was responsible for the landscape design for this three-phased interchange project in Santa Clarita at I-5 and Magic Mountain Parkway. Phase 2 reconstructed four freeway ramps with landscaping, including water quality landscape measures, widened Magic Mountain Parkway, and widened the Old Road. The scope of work included construction documents, cost estimates, specifications, and construction support. The design met the procedures, standards, requirements, and required approvals from Caltrans, the City of Santa Clarita, and the County of Los Angeles. Included was the coordination and relocation of high-risk utilities by The Gas Company, Southern California Edison, AT&T, Exxon Mobil pipeline, Los Angeles County Sanitation District, Castaic Lake Water Agency, Valencia Water Company, and other affected area utility companies.

Richard Nixon Expressway Landscape Improvements, *Yorba Linda, CA.* **Project Landscape Architect.** John was responsible for landscape and irrigation improvements. The project included Segments 5 and 6 of the Imperial Highway Smart Street Program, encompassing 4.2 miles of lush parkway and median landscaping. Portions of the roadway improvements included equestrian and multiuse trails, soundwalls, and California native landscape plantings. The entire landscape theme was congruent with the City's rural atmosphere.

Bellflower Boulevard at SR 91 Landscape Improvement, *Bellflower, CA.* **Project Manager.** John was responsible for providing landscape architectural drawings for the beautification of SR 91 freeway at the Bellflower Boulevard interchange. The beautification involved the planting of drought-tolerant trees and shrubs, decorative paving, and a water-efficient irrigation system. The scope of work included National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) documentation, a conceptual landscape site plan, construction documents, bidding assistance, and construction support services.

Orange Line Extension, *Los Angeles, CA.* **Landscape Architect.** John was responsible for providing landscape design for this project, including preparing the arborist report, tree inventory plans, tree replacement plans, and planting and irrigation plans, as well as coordinating all landscape and irrigation aspects for the implementation of the design-build process. Willdan provided professional engineering design for the design-build project of the MOL Extension extending from the existing Chatsworth Station to the Canoga Station in the San Fernando Valley along Canoga Avenue.

Roxanne Hughes, PE

UTILITIES

Firm

WILLDAN Engineering

Years of Experience

16 years

Firm's Position

Principal Project Manager

Education

BS, Civil Engineering

Registration

CA, PE-Civil, #62381

EXPERIENCE PROFILE

Roxanne Hughes is a Principal Project Manager in the City Engineering Technical Group at Willdan Engineering. She has worked in varying aspects of civil engineering for 16 years. Her primary responsibilities include project management, city engineering, pavement engineering, CM, administration of federally funded projects, and coordination and oversight of various public works plan checking. Currently, Roxanne is serving as the contract Deputy City Engineer for the City of Westlake Village. As such, she has assisted the City with all aspects of design and delivery of the Lindero Canyon Bridge widening project, which has included many of the same tasks that are included in the Lost Hills Road Interchange Improvement Project for the City of Calabasas.

RELEVANT PROJECT EXPERIENCE

On-Call City Engineering, Various Agencies and Cities, CA. Roxanne has been responsible for performing a variety of city engineering services on an as-needed basis for various City and County agencies. Through the years, she has served as contract **Deputy City Engineer, Associate Engineer, Project Engineer, Traffic Engineer, Environmental Services Manager,** and **Stormwater Program Manager** for different client agencies. Serving as contract staff, Roxanne has developed the capability to function in the public agency context with a well-rounded understanding of the city budgeting process, lines of authority, and communication. She can efficiently manage public works and engineering projects from initial concept through project development, budgeting, scheduling, design, bid, award, and execution, including preparation of all necessary staff reports, public outreach, and interdepartmental coordination for successful implementation.

Westlake Village Community Park/YMCA Project Grading and Drainage Improvements, Westlake Village, CA. **Deputy City Engineer.** Roxanne was responsible for providing project management and oversight for all facets of the Westlake Village Community Park/ YMCA Project. The project consists of developing a YMCA community recreation center and multipurpose sports field complex on a 33-acre hillside site along the north side of Thousand Oaks Boulevard in Westlake Village. The overall earthwork involved remediation, and cut and fill quantities of more than 1 million cubic yards of earth. The design of the back-bone storm drain infrastructure, as well as debris and retention basin design. The site utility plan included services for water, sanitary sewer, gas, and electric. The water system includes three booster pump stations, one for potable service to the site uses and the other two reclaimed water for irrigation use.

Street Rehabilitation Design, Thousand Oaks, CA. **Project Manager.** Roxanne was responsible for the preparation of PS&E for the City's CI4202 Street Rehabilitation Project Thousand Oaks Boulevard, Lawrence Drive, and Teller Road. This project included identification of the most cost-effective rehabilitation design solutions based on pavement assessment reports provided by the City. A preliminary design report was prepared that identified various rehabilitation strategies. The final construction set included curb and gutter repairs, curb ramps, cross gutter repairs, asphalt concrete (AC) pavement removal and replacement, pavement grinding and overlay with ARHM on some street segments and grinding, cold-in-place recycling and overlay with AC on other street segments. After design completion, Roxanne also served as the Project Manager for furnishing CM, inspection, and QA materials testing during project construction.

Mark La Bonte, SR/WA

RIGHT-OF-WAY

EXPERIENCE PROFILE

Mark La Bonte has been involved in the real estate and ROW field since 1988. Working with public agencies, developers, and nonprofit organizations, his work has included appraisal, acquisition, relocation, and management for publicly funded projects. Beginning his career with Caltrans as a practitioner in the appraisal, acquisition, and relocation fields, along with continued casework and overall program management, he has a broad understanding of the process and issues involving the public acquisition process.

Mark's experience includes simple full take acquisitions of single-family homes to complicated part-take acquisitions of commercial properties involving severance damages; relocations have involved simple tenant displacements to a complicated industrial move with costs exceeding $4 million. Mark is responsible for the oversight of projects, assuring QC procedures are followed, along with training and mentoring of staff. He also prepares and reviews proposals and acts as Project Manager preparing relocation plans, needs analysis, cost studies, and casework for the more complicated business relocations.

RELEVANT PROJECT EXPERIENCE

RCTC SR 91 GAP Closure Project, *Riverside County, CA.* Mark acted as **Project Manager** for the project, which involved the widening of approximately 7 miles of SR 91 from the SR 60/I-215 Connector and Adams Avenue to construct carpool lanes and auxiliary lanes in each direction, aiding in the continuity with the existing HOV lanes west of Adams Avenue. He was responsible for managing delivery of ROW, including acquisition, relocation, appraisal and environmental coordination, utility potholing (including permitting for railroad parcels), property management, Caltrans ROW certification, and related services. Mark managed OPC staff that were responsible for acquiring 73 partial and 8 full-take acquisitions and the relocation of 11 business occupants, 1 residential occupant, and 164 Self-Storage and RV units.

RCTC SR 91 Corridor Improvement Project, *Corona, CA.* **Acquisition and Relocation Implementation Manager** for this high-profile, politically sensitive project involving more than 450 partial and full acquisitions with varying degrees of difficulty and approximately 250 residential and business relocations. Mark's responsibilities included managing the acquisition and relocation managers, coordinating mitigation planning (cost-to-cure) with engineer and appraisers and QA/QC for project documents.

SANBAG On-Call ROW Services, *San Bernardino County, CA.* **Overall Project Manager** to provide on-call ROW acquisition and related services including appraisal, ROW engineering, surveying, and other specialty professional services for delivery of the San Bernardino County Transportation Authority Measure I Program and other federally funded programs. SANBAG has identified 12 major capital improvement projects that require ROW acquisition and related services.

City of Anaheim Gene Autry Way (West)/I-5 Highway and HOV Interchange, *Anaheim, CA.* **OPC's Project Manager** responsible for preparation of a Relocation Plan and providing relocation services for 90 mobile home residential occupants of 3 mobile home parks.

Firm

OVERLAND PACIFIC & CUTLER, INC

Years of Experience

25 years

Firm's Position

Program Manager/ Principal

Education

BA, Anthropology

Affiliations

Senior Member, International Right of Way Association (IRWA)

Past President, IRWA Chapter 67

Sagar Pandey, PE

CONSTRUCTABILITY, SCHEDULER

Firm

Years of Experience

29 years

Firm's Position

Principal Engineer

Education

MS, Civil Engineering (Soil and Water)

BS, Civil Engineering

Registration

CA, PE-Civil, #51086

EXPERIENCE PROFILE

Sagar Pandey is a member of the American Society of Civil Engineers and of the Dispute Resolution Board (DRB) Foundation. He received the Outstanding Resident Engineer of the Year certification from Caltrans Headquarters in 1997.

RELEVANT PROJECT EXPERIENCE

SANBAG, San Bernardino County, CA. **As Construction Manager** for SANBAG, Sagar is managing multiple Caltrans-related transportation projects for them, the construction value of which is more than $350 million. He is directly involved in CPM schedules, Notice of Potential Claims (NOPCs), Safety Reviews, SWPPP, Labor Compliance Status, Partnering Meetings, DRBs, and document control audits. Sagar negotiated contract change orders (CCOs) with the contractor, prepared DRB writeups, and made presentations to the DRBs. He has managed construction budgets and initiated stage construction changes to complete projects months ahead of schedule. Sagar is in direct communication with oversight agencies such as Burlington Northern Santa Fe (BNSF), Caltrans, RWQCB, and the Cities. Sagar is also managing 3 ongoing landscape construction contracts on the SR 210 corridors. Recently, he successfully completed SBD County Tier 3 and 4 Signals Synchronization Project involving 550 signals and construction of 4 landscape construction projects on SR 210 (Segment 1 through 4). In a particular $170 million ARRA funded project, he prepares a monthly report for FHWA and ensures all documentation from the field level to management level is complete and on file; this project has passed 9 federal audits (FHWA units comprising of Local FHWA Office, ARRA Special Office, and Audit and Investigation Unit).

Caltrans District 7 On-Call CM Contract for I-5 South Corridor, Los Angeles, CA. **As the Project Manager/CPM Scheduler,** Sagar is familiar with Caltrans staffing requirements, invoicing processes, training and certification requirements, and safety requirements. He coordinates all staffing work, including resources, with the Field Seniors and REs who are currently located in the Downey Field Office and Cerritos Field Office. The projects are located on the I-5 South Corridor from the Los Angeles county line to I-710. There are three active ongoing construction projects in which S2 is providing qualified staff to perform roadway, landscape, and electrical inspections; SWPPP; CPM scheduling; and office engineering services. These projects are the I-5/Carmenita, I-5 South Alondra, and I-5 Median Widening Projects.

Caltrans District 8, San Bernardino, CA. **As Senior Construction Engineer** in Caltrans District 8, Sagar was responsible for various projects in the I-15/I-215 corridor from I-10 to Victorville. Work included reviewing CPM schedule; claims review and analysis; coordination meetings with Cities, utility agencies, California Highway Patrol (CHP), FHWA, and various departments within Caltrans; CM QC; safety; and staff and resource management.

I-10 HOV Widening between Los Angeles County Line and Grove Avenue, Ontario, CA. Sagar was the **Resident Engineer** for the $62 million widening of I-10 between the Los Angeles/San Bernardino county line and Grove Avenue in the cities of Montclair and Ontario. Part of Sagar's responsibilities as RE was the reviews of CPM baseline and updates, responding to NOPCs, and negotiating claims resolutions. This project had extensive landscape work. Additionally, four interchanges had signalization work, DLCs were installed, fiber-optics HUB was constructed (Monte Vista on-ramp), closed-circuit televisions (CCTVs) were installed, and all systems were tested with the CT 8 Traffic Operations Center.

Gary Petersen

ENVIRONMENTAL

Firm
PARSONS

Years of Experience
40

Firm's Position
Principal Project Manager

Education
Masters, Urban/ Regional Planning

BS, Civil Engineering

EXPERIENCE PROFILE

Gary Petersen is a Senior Project Manager with 40 years of experience in the field of environmental planning. As a Project Manager for large public works projects, Gary has extensive experience in planning, managing the preparation of, and processing EDs pursuant to federal and State laws. He has managed small and large in-house teams of professionals, as well as subconsultant teams across a wide range of disciplines. Gary is knowledgeable of State and federal laws pertaining to the environmental process and is very familiar with agency guidance, particularly FHWA and Caltrans. He also has specific expertise in U.S. Department of Transportation guidance, including Section 4(f).

RELEVANT PROJECT EXPERIENCE

SR 180 Westside Extension Route Adoption Study, Fresno County, CA. **Environmental Project Manager.** Caltrans District 6 engaged Parsons to prepare a NEPA/CEQA Tier I ED for the SR 180 Westside Expressway Route Adoption study. This 45-mile-long proposed new route through the Central Valley will connect I-5 with SR 99. The project has an estimated 50-year build-out period, with concerns including growth inducement, impacts on biological resources, cultural resources, and farmland impacts. The project required developing and executing an alternatives screening procedure to define and evaluate a wide range of route options, and then logically reduce the range of choices to a small set for examination in the ED. Gary developed and managed this approach, which was not part of the original scope of work. Parsons prepared an Administrative Draft EIR, which was close to being approved when Caltrans decided to proceed with a combined EIS/EIR to use its NEPA delegation authority. Due to State funding issues, Caltrans took the document back in-house and completed it in early 2013.

Gerald Desmond Bridge Replacement Project, Long Beach, CA. Gary was the **Environmental Project Manager** for the Environmental Assessment (EA)/EIR for the bridge replacement project. The final document was completed in July 2012.

High Desert Corridor On-Call Environmental Services, Los Angeles & San Bernardino Counties, CA. **Contract Manager.** Caltrans District 7 issued a 3-year contract (07A3145) with Parsons for on-call environmental consulting services to provide support to Caltrans in-house staff for this 63-mile-long new expressway/freeway/passenger rail corridor in the high desert areas of Los Angeles and San Bernardino counties, connecting SR 14 on the west to SR 18 on the east. Gary is managing the contract. Three task orders have been issued thus far, encompassing biology field studies, noise/vibration analysis for the rail component, a bicycle lane study, water quality/floodplain analysis, and purpose and need chapter. Parsons will provide continuing support for the Caltrans-prepared EIR/EIS, including QC review of the draft document and support during the public review period.

Caltrans District 7 On-Call Environmental Consulting Services, Los Angeles County, CA. **Contract Manager.** Caltrans District 7 awarded Parsons a 3-year generalist environmental services contract (07A2270). Caltrans issued 20 task orders, including direct assistance to Caltrans in completing the I-405 HOV Final EIS and subsequent preparation of the administrative record for litigation (now settled). Parsons also prepared several supporting studies and the EIR for the I-10 HOV Lanes in Segments 2 and 3 (now in operation). Gary managed the entire contract. All task orders are complete.

Sammy Porcho

CIVIL/DRAINAGE/BRIDGE INSPECTION

Firm
PARSONS

Years of Experience
22 years

Firm's Position
Senior Roadway Inspector

Education
U.S. Army Engineer Primary Technical Course, Ft. Belvoir, VA

U.S. Army Basic Officers Engineer Course, Ft. Hood, TX

EXPERIENCE PROFILE

Sammy Porcho has more than 22 years of civil engineering and public works inspection experience working on various projects in Caltrans District 7 and District 5, as well as Texas Department of Transportation (DOT). He has a thorough understanding of Caltrans Standard Plans and Specifications and procedures for administering Caltrans contracts. Sammy's skills include Caltrans construction inspection, contract administration, construction survey, traffic control requirements, material testing, safety, and SWPPP. His technical knowledge includes roadway and structures inspection such as concrete box girder and segmental bridges, retaining walls construction, underwater bridge inspection, CIDH/cast-in-steel-shell (CISS) pile installation/driving, deck rehabilitation.

RELEVANT PROJECT EXPERIENCE

US 101/Springville Drive Interchange, *Camarillo, CA.* **Assistant Resident Engineer/ Structures Representative** for construction of a new interchange on US 101. Sammy's inspection duties included inspection of the pile driving, falsework and bridge construction, new embankment installation, new drainage and roadway sections, and traffic and utility improvements. His duties also included daily inspection and preparation of daily diaries, monitoring site for safety and stormwater compliance, assisting with shop drawings, RFIs and CCOP review, performing quantity calculations and assisting with monthly estimates and CCO processing, QA and material testing coordination.

Ranchero Road Grade Separation Project, *Hesperia, CA.* **Assistant Roadway/Structure Inspector.** Sammy's duties included monitoring daily production, labor compliance, preparing daily diaries, monthly pay estimates, monitoring safety and SWPPP compliance, material testing coordination, and coordinating inspection with City staff. Parsons was hired by the City of Hesperia to provide all-inclusive CM services for a new underpass structure and corridor realignment improvement project.

Caltrans District 7 On-Call Inspection Contracts, *Various Locations, Los Angeles County, CA.* **Construction Inspector** assigned to a Caltrans On-Call Inspection contract in District 7. Sammy's duties included daily inspection and preparation of daily diaries, monitoring site for safety and stormwater compliance, assisting with shop drawings, RFIs and CCOP review, performing quantity calculations and assisting with monthly estimates and CCO processing, QA, and material testing coordination. He performed inspections on the following projects: SR 126 Metal Beam Guard Railing and Asphalt Concrete Dike Replacement, Thousand Oaks, CA (2008); SR 110 Separation South of Pico Boulevard Undercrossing, East Los Angeles, CA (2007); and Schuyler Heim Moveable Bridge and Vincent Thomas Cable Suspension Bridge, Port of Los Angeles, CA (2004).

Pacific Railroad Bridge, March Lane Grade Separation, *Stockton, CA.* **Construction Inspector** assigned to the Southern Pacific Railroad Bridge and March Lane Grade Separation Project. This project included the inspection of structural steel, concrete emplacement, timber support beams and falsework, reinforced steel bars of various sizes, masonry block sound barrier and retaining walls with CIDH-piles, pump station facility, and underground pipe systems up to 36 inches in diameter. Sammy's duties included daily inspection, coordinating material testing, survey QA, generating project quantities for monthly progress pay estimates, and documenting change order work.

Patricia Rosales

OFFICE ENGINEER

EXPERIENCE PROFILE

Patricia Rosales has experience in setting up and maintaining project files and processing required documents, including submittals and monthly progress payments. She has experience working with computer software, including Microsoft Office and Primavera P6. Patricia has completed Occupational Safety and Health Administration (OSHA) training and is familiar with the Caltrans filing system.

RELEVANT PROJECT EXPERIENCE

Port of Los Angeles, *Los Angeles, CA.* **Office Engineer** for POLA. Parsons is assisting the POLA in managing three POLA projects worth $276 million. Patricia's responsibilities include assisting with gathering and preparing required funding documents for State and federal grants; reviewing and preparing contract documents; providing document control; and assisting the POLA project managers as needed.

Caltrans District 7 On-Call Project Development and Design Services, *Los Angeles, CA.* **Assistant Project Engineer** for Caltrans District 7 on-call design contract that started in 2008. Responsibilities included oversight of and assistance with project budget and schedule issues; reviewing and preparing monthly progress payments and invoices; preparing cost estimates, amendments, and internal financial forms; document control; maintaining project file codes and collecting deliverables for QC audit purposes; preparing contract forms and correspondence; and assisting project engineers as needed. Patricia worked closely with Caltrans District 7 and subconsultants in processing invoices.

Caltrans District 7 On-Call Project Development and Design Services (2005 Contract), *Los Angeles, CA.* **Assistant Project Engineer** for Caltrans District 7 on-call design contract that started in 2005. Responsibilities included oversight of and assistance with project budget and schedule issues; reviewing monthly progress payments and invoices; document control, including data entry, filing, preparing contract forms and correspondence; and assisting Project Engineers as needed.

Caltrans District 7, *Los Angeles, CA.* **Intern** for Caltrans District 7. Responsibilities included oversight of and assistance with project budget and schedule issues; reviewing monthly progress payments and invoices; document control, including data entry, filing, preparing contract forms and correspondence; and assisting Project Engineers as needed.

Firm
PARSONS

Years of Experience
5 years

Firm's Position
Senior Engineering Coordinator

Education
BS, Engineering and Construction Management

Tom Sardo, PE

STRUCTURES

EXPERIENCE PROFILE

As a bridge design manager, Tom Sardo oversees bridge and tunnel design projects throughout southern California. He has more than 26 years of engineering experience, 12 of which were with the Caltrans Division of Engineering Services and Office of Earthquake Engineering, where he helped write Caltrans' current Seismic Design Criteria. Tom has been responsible for the design and seismic retrofit of numerous bridges and structures. He has prepared contract documents for a variety of structure interchanges and railroad bridges, and he has managed the preparation of PSRs, project reports, and the final preparation of PS&E for design-build projects and major highway improvement projects. Tom is well versed in project management, planning and estimating, project coordination, and securing federal funds.

Firm

PARSONS

Years of Experience

26 years

Firm's Position

Vice President/
Southwest District
Manager

Education

BS, Civil Engineering

Registration

CA, PE-Civil, #50594

RELEVANT PROJECT EXPERIENCE

Gerald Desmond Bridge Replacement, *Long Beach, CA.* **Project Manager.** Tom is responsible for managing the preliminary engineering design efforts for the main span of the 2,000-foot-long cable-stayed bridge, as well as more than 6,000 feet of high-level approach structures (precast segmental construction – proposed) and more than 9,000 feet of lower-level approaches (CIP prestressed box girders). Now a design-build project under SB 4, Parsons, as the lead firm in a joint venture with HNTB, is providing program management, design engineering as the Port of Long Beach's (POLB) engineer, and environmental services related to replacement of the over-capacity and structurally deficient Gerald Desmond Bridge. The project goals include providing a signature structure that will simultaneously address the high-volume needs of car, truck, and shipping traffic. The project also involves utility coordination, coordination with BNSF, geotechnical exploration, and the demolition of the existing bridge (Parsons will be the lead design engineer). The cable-stayed bridge will be the first of its kind in California. The overall cost for the bridge, rail, and adjacent interchanges is estimated at approximately $950 million.

US 101/Reyes Adobe Road Bridge Widening, *Agoura Hills, CA.* **Project Manager.** Tom provided project management oversight on this project, which involved preparation of the PA/ED through Caltrans District 7. A second contract awarded involved preparation of design PS&E to widen and improve the US 101/Reyes Adobe Road interchange, including ramps, local street realignment, and all reconstruction associated with the widening. The bridge was a precast, prestressed concrete "I" girder bridge. Coordination with the City, County, utility companies, and property owners, as well as approval from Caltrans, was required.

US 101/Chesebro Road Interchange, *Agoura Hills, CA.* **Project Manager.** Tom provided project management oversight for preparation of the PSR. The project involved providing engineering, environmental, and design services for improvements to the Chesebro Road interchange. Chesebro Road at US 101 is a nonstandard interchange.

SR 91/SR 71 Interchange Improvements, *Corona, CA.* **Lead Structures Manager.** Tom is responsible for development of Advanced Planning Studies related to the bridge structures for the preliminary engineering, including close coordination with Caltrans Headquarters Structures Liaison Engineers for approvals. The project also includes the final PS&E for a 2,600-foot flyover direct connector for eastbound SR 91 to northbound SR 71, a 980-foot overhead crossing the BNSF railroad tracks, and widening of the mainline SR 91.

Veronica Seyde, CPSWQ, CPESC, QSD/QSP

SWPPP QSP/QSD SUPPORT

Firm

PARSONS

Years of Experience

30

Firm's Position

Project Scientist

Education

MS, Environmental Studies

BS, Biological Science

Certifications

Certified Professional in Stormwater Quality, CPSWQ, Certificate #288

Certified Professional in Erosion and Sediment Control, CPESC, Certificate #6396

Qualified Stormwater Pollution Prevention Plan Developer/ Practitioner (QSD/QSP)

Construction General Permit Trainer of Record

EXPERIENCE PROFILE

Veronica Seyde has 30 years of experience as a Water Quality Scientist and Project Manager for many water quality and stormwater quality projects at the local, State, and federal level. She is familiar with monthly, quarterly, and annual reporting requirements to State and federal regulatory agencies in fulfillment of National Pollutant Discharge Elimination System (NPDES) requirements. Veronica has provided environmental documentation with water resource and wastewater master plan sections in compliance with NEPA/CEQA elements of environmental impact documents and analyzed the implications of stormwater and dry weather urban runoff for general plans. She has extensive experience with transportation-related water resource issues, including sampling, inspection, temporary BMP maintenance, and reporting for compliance with the California Construction General Permit. Veronica is currently serving as a Trainer of Record for the State of California's Construction General Permit requirements for Qualified SWPPP Developers (QSD) and Qualified SWPPP Practitioners (QSP).

RELEVANT PROJECT EXPERIENCE

OCTA Grade Separation Program Management, *Orange County, CA.* **Project Scientist.** In a SWPPP Oversight role for OCTA, Veronica developed a stormwater management system to track the necessary NPDES permit requirements to ensure that an appropriate level of water pollution control was being achieved on construction project sites, as well as the Contractor's compliance with the California Construction General Permit (CGP). She contributed to the OCTA Construction Management Procedures Manual, including developing flow charts that illustrated documentation and reporting requirements for discharge monitoring, visual monitoring and Legally Responsible Person (LRP) reporting, and submittal requirements to the State Water Resources Control Board (SWRCB)via the Stormwater Multi- Application and Tracking System (SMARTS). Veronica's other duties included reviewing bid documents (General Conditions, Special Conditions, and Technical Specifications); reviewing the Contractor's SWPPP; and conducting monthly audits of the Contractor's activities and the actions of the onsite Construction Manager to ensure all stormwater compliance activities were properly implemented and documented. Parsons is serving as construction program manager for the $550 million Rail Grade Separation Program for OCTA.

Tustin Ranch Road Extension Project, *Tustin, CA.* **Project Scientist.** Veronica monitored the contractor's operations to ensure compliance with the California CGP for stormwater discharges associated with construction and land-disturbance activities, SWRCB Order No. 2009 0009 DWQ as amended by Order No. 2010 0014 DWQ (NPDES No. Cas000002). She designed and implemented a construction stormwater management program to verify that all required CGP activities were implemented by the contractor based on the project's risk level. Veronica observed, audited, and enforced the CGP requirements and promptly reported any BMP or inspection deficiencies to the contractor and appropriate parties.

Cole Tinsley

CIVIL/DRAINAGE/BRIDGE INSPECTION

Firm
PARSONS

Years of Experience
28 years

Firm's Position
Senior Construction Inspector

Education
Industrial Design & Architectural Drafting, completed 3 years

Certifications
NICET Level III, 055956

Class A Gen Eng. Contractor, License 081694

OSHA 10 Hr. Cert.

Caltrans SWPPP 30 Hr.

EXPERIENCE PROFILE

Cole Tinsley has 28 years of experience in engineering coordination of medium to large infrastructure projects, document control and preparation of final contract documents, change order cost estimates, and specifications. He has extensive experience in bridge inspections, roadway and drainage inspections, and project scheduling. Inspection duties have included all types of foundations, concrete, rebar placement, post-tensioning, and paving operations. As a field inspector, all aspects of assuring contract compliance are part of his daily routine, including change order administration and cost controls. His current experience is on the Caltrans construction engineering and inspection (CEI) contract in District 9. He is trained and certified to use a respirator and to work at height using fall protection equipment.

RELEVANT PROJECT EXPERIENCE

I-405/Avalon Boulevard Interchange Modification, *Carson, CA.* **Assistant Structure Representative.** Cole's responsibilities include new CIP bridge inspection; pile driving including precast prestressed concrete driven piles for the bridge and CIDH piles for the soundwalls; documentation of the project's progress; issuing directives and change orders to the contractor; claims mitigation; monthly pay estimate tabulations; compliance with design changes during construction; coordination with various onsite utilities; and assuring project compliance with Caltrans Specs.

Caltrans On-Call CEI, *Contract 59A0760; Topaz Lake, CA.* **Assistant Structure Representative** assigned to on-call CEI contract:

- Various Deck Rehabilitation projects in District 9 – Cole was assigned to various deck rehabilitation projects along Hwys. 395, 190, and 58. He was responsible for inspection during concrete bridge deck removal, spall repair, methacrylate application, polyester concrete deck placement, barrier rail repair, and approach slab replacements.
- Tieback Wall, SR 395, Topaz Lake, CA – Cole's responsibilities include field inspection and documentation for new tieback walls on SR 395. Unusual conditions called for extensive alignment verification because of a two-stage installation. The bound length was constructed first, and the unbound length was installed in the second phase, separated by temporary soil nail shoring system. Cole was responsible for alignment verification, observation of stressing operations, and confirmation of pre-grout/post-grout activities.

City of Thousand Oaks On-Call CEI, *Thousand Oaks, CA.* **Assistant Structure Representative.** Cole was assigned to the Wendy Drive Soundwall Project. His responsibilities included CIDH piles and wall inspection, documentation of the project's progress, monthly pay estimate tabulations, compliance with design changes during construction, coordination with various onsite utilities, assuring project compliance with Caltrans specifications, as-built red lines, and preparation of all project records per current Caltrans filing method.

SR 22 Design-Build Program Management, *Carson, CA.* **Construction Inspector.** Cole's responsibilities included falsework, formwork, and rebar inspection for three bridges and various CIP retaining walls, MSE walls, and masonry. His responsibilities also included contractor and public safety compliance, and preparing daily reports and monthly progress pay quantities.

Ryan Todaro

ENVIRONMENTAL

EXPERIENCE PROFILE

Ryan Todaro has more than 14 years of experience in the environmental field and has served as a lead planner for numerous transportation projects. His experience ranges from preparing and managing CEQA and NEPA EDs, managing tasks associated with the entitlement of new projects, and obtaining essential environmental land use permits to coordinating with local governments and regulatory agencies regarding permit conditions and mitigation measures.

Firm

PARSONS

Years of Experience

14 years

Firm's Position

Principal Environmental Planner

Education

BS, Planning

RELEVANT PROJECT EXPERIENCE

I-405 Improvement Project PA/ED, *Orange County, CA.* **Senior Environmental Planner.** Ryan is responsible for preparing and submitting permit application packages to acquire applicable regulatory permits. He also participates in Section 6002 SAFETEA-LU coordination meetings and coordinates with subcontractors responsible for preparing biological and cultural technical reports. The project involves preparing the Project Report and ED for the 13-mile-long widening of I-405 in northern Orange County. It includes an alternative to provide express (HOT) lanes in the corridor.

I-10 Corridor Project, *San Bernardino County, CA.* **Environmental Manager.** Ryan is preparing and co-managing the EIR/EIS. He also is managing preparation of the supporting technical studies. He is the main point of contact for the client and participates in project status meetings with the client and Caltrans District 8. The proposed I-10 HOV lanes will add 25 miles of new carpool lanes that will extend the existing carpool lanes from the current terminus at Haven Avenue in Ontario to Ford Street in Redlands.

PSR/Project Development Support (PDS) for I-405 between I-5 and SR 55, *Orange County, CA.* **Environmental Lead.** Ryan is managing the preparation of the Preliminary Environmental Analysis Report.

I-5 San Juan Creek to Avenida Pico Interchange, *Orange County, CA.* **Environmental Lead.** Ryan is responsible for tracking environmental commitments through the PS&E stage. He also prepared a Re-Validation and managed the preparation of a paleontological mitigation plan. Parsons is providing engineering design services to prepare PS&E for Segment 1 of the extension of the I-5 HOV lanes. The project adds one HOV lane in each direction on I-5 throughout the project limits, constructs a new bridge over Avenida Pico, realigns I-5 to enhance safety, reestablishes existing auxiliary lanes, constructs new auxiliary lanes, and improves existing on- and off-ramps. Parsons will also provide bid support and engineering services during construction.

SR 60 Moreno and Nason Design Phase, *Moreno Valley, CA.* **Senior Environmental Planner.** Ryan was responsible for the preparation and co-management of the environmental re-validation and updated supporting technical studies and permits. He was also the main point of contact for the client and participated in project status meetings with the client and Caltrans. The project involves making operational improvements at the SR 60/Moreno Beach Drive interchange and the SR 60/Nason Street overcrossing.

Stephanie Wagner, PE, PLS, LEED AP

SURVEY QC/QA

Firm

WES WAGNER ENGINEERING & SURVEY, INC.

Years of Experience

38 years

Firm's Position

Principal

Education

BS, Civil Engineering

Registrations

CA, PE-Civil, #46979

CA, PLS, #5752

Certification

LEED Accredited Professional

EXPERIENCE PROFILE

Stephanie Wagner is a well-known leader in the land surveying and civil engineering profession. She is the dedicated founder of her firm and has managed design and construction surveys for Los Angeles Unified School District (LAUSD), Caltrans, Metro, Alameda Corridor East, the City and County of Los Angeles, and numerous other municipalities. Stephanie has a diverse project and task management background with more than 38 years of experience. She has led a team of surveyors and a civil designers for 23 years with WES and stresses sustainable design for all projects. Her knowledge in mapping and field survey formats, boundary establishments, datum compatibility, design, and construction methods is an invaluable combination.

RELEVANT PROJECT EXPERIENCE

Alameda Corridor East Grade Crossing Study and Program Management, *Los Angeles, CA.* Stephanie managed the aerial control, mapping, topographic surveys, and ROW engineering for street safety improvements at 39 railroad crossings and the construction of 12 grade separations along the 35-mile-long Alameda Corridor East for the San Gabriel Valley Council of Governments. All survey and mapping tasks were performed in a condensed time frame and within budget. Her team performed boundary and ROW establishment for full and partial acquisitions of 12 grade separations (more than 800 legal descriptions and plats). GPS control surveys were performed.

Metro Eastside Light Rail Preliminary Engineering, *Los Angeles, CA.* Stephanie was in charge of the team handling design surveys of an 8-mile-long light rail project for the preliminary engineering design. Surveys included site-specific topographic surveys, extensive utility locations, and horizontal and vertical control networks. Surveys were also done for the field design of site sidewalks and accessways for ADA compliance, access roads, and civil site work. Extensive ROW surveys, including block closures and parcel property line establishments, were completed.

San Gabriel Trench Grade Separation Project, *San Gabriel, CA.* Stephanie was Task Manager on this CM project. WES performed QA survey support for the relocation of utilities and grade separation support services. WES also monitored the establishment of property lines adjoining the UPRR property line. This was part of the Alameda Corridor East Construction Authority project.

Orange County Transportation Authority, *Orange, CA.* As **Task Manager**, Stephanie was responsible for the land surveying services provided on this OCTA CM project.

Appendix B

Litigation, Arbitration, and Claims Information

LITIGATION, ARBITRATION, AND CLAIMS INFORMATION

SHARON A. NASH, TRUSTEE OF THE REGGIE REALTY TRUST V. MASSDOT, PTG, AND NEWPORT CONSTRUCTION CORP	
Date Filed	3/13/2013
Litigation or Claim	Litigation
Project Involved	MA 2008 Statewide Technical Support For Various Projects
Parties Involved	Sharon Nash, Trustee of Reggie Realty (P), MassDOT (D), PTG (D), Newport Construction Corp (D)
Nature of Claim	P and MassDOT had prior settlement agreement which required MassDOT to undertake certain drainage improvements on P's property. PTG was designer, Newport constructed them in 2009. P claims improvements caused flooding of property.
Claim Type	Breach of Contract
Amount at Issue	N/A
Disposition Open/Closed	Open
Disposition Date	N/A
Disposition Amount	Unspecified
Disposition Detail/Status	Discovery phase ongoing
Jurisdiction/Case Number	Massachusetts Superior Court ESCV2012-02339E

RIETH-RILEY CONSTRUCTION CO. V BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTRY OF GRAND TRAVERSE AND BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF GRAND TRAVERSE VS PTG-MI	
Date Filed	3/1/2011 ; 2/7/2012
Litigation or Claim	Litigation
Project Involved	MI-Hartman-Hammond Road Connector
Parties Involved	Board of County Road Commissioners of Grand Traverse County (P), Parsons Transportation Group Inc. of Michigan (D)
Nature of Claim	Initial lawsuit where Plaintiff alleged defect in design of pedestal walls and foundations was dismissed. In related matter, Rieth-Riley filed complaint against County of Grand Traverse, and Board of County Road Commissioners filed a 3rd party complaint against Parsons. Rieth Riley was contractor, Parsons designer.
Claim Type	Performance
Amount at Issue	690,000
Disposition Open/Closed	Closed
Disposition Date	10/13/2011; 4/18/2013
Disposition Amount	Road Commission paid Rieth-Riley $275,000. Parsons settled with Rieth-Riley for $115,000.
Disposition Detail/Status	Case settled and dismissed.
Jurisdiction/Case Number	Michigan Circuit Court, Grand Traverse County 11-28456CK; 11-28959-CK

AMEC CIVIL, LLC V PTG CONSTRUCTION SERVICES COMPANY	
Date Filed	9/14/2005
Litigation or Claim	Litigation
Project Involved	FL-I-95/I-295 Interchange
Parties Involved	AMEC Civil, LLC (P), PTG Construction Svcs. Company (D), Parsons Transportation Group Inc. (D), JEA Construction Engineering Svcs. (D)

AMEC CIVIL, LLC V PTG CONSTRUCTION SERVICES COMPANY	
Nature of Claim	P alleges it suffered damages as a result of errors in plans. PI also sued Florida DOT alleging the same claims.
Claim Type	Performance
Amount at Issue	28,000,000
Disposition Open/Closed	Open
Disposition Date	N/A
Disposition Amount	N/A
Disposition Detail/Status	Parsons' motion for summary judgment was granted, but plaintiff has appealed. Plaintiff's appeal was denied and it has filed for reconsideration. Parsons has filed a motion to recover its costs which was granted. This matter is insured. The Company is represented by Wright, Fulford, Moorhead & Brown.
Jurisdiction/Case Number	Duval County Circuit Ct., FL; 16-015-CA-6144

HENRY HUDSON BRIDGE DECK CLAIM	
Date Filed	12/1/2009
Litigation or Claim	Claim
Project Involved	NY-Henry Hudson Bridge
Parties Involved	Triborough Bridge and Tunnel Authority, (P) Parsons Transportation Group of New York, Inc. (D)
Nature of Claim	TBTA claimed that the Parsons' design was faulty and that design errors caused cracks on transverse deck.
Claim Type	Performance
Amount at Issue	369,826
Disposition Open/Closed	Closed
Disposition Date	10/14/2010
Disposition Amount	357,485
Disposition Detail/Status	Settled claim
Jurisdiction/Case Number	Claim letter

CITY OF PALM SPRINGS V. PTG	
Date Filed	12/3/2007
Litigation or Claim	Litigation
Project Involved	CA-Palm Springs Airport
Parties Involved	City of Palm Springs (P), Parsons Transportation Group Inc. (D)
Nature of Claim	P alleged negligence in performance of PTG PM services
Claim Type	Performance
Amount at Issue	500,000
Disposition Open/Closed	Closed
Disposition Date	11/24/2010
Disposition Amount	198,000
Disposition Detail/Status	Settled claim
Jurisdiction/Case Number	CA State Ct.; INC072105

LACMTA V. KIEWIT/WASHINGTON JV, PTG/WASHINGTON JV, ET AL	
Date Filed	2/15/2008
Litigation or Claim	Litigation
Project Involved	CA-Gold Line
Parties Involved	(MTA)Los Angeles County Metro. Tran. Auth. (P), Kiewit/Washington, Kiewit Pacific Co., Washington Group International Inc., Parsons/Washington, Parsons Corporation, Parsons Transportation Group Inc., Washington Infrastructure Svcs.
Nature of Claim	LACMTA alleged defects in the construction and design of the Gold Line transit line.
Claim Type	Performance
Amount at Issue	20,000,000
Disposition Open/Closed	Closed
Disposition Date	6/18/2010
Disposition Amount	2,000,000
Disposition Detail/Status	Settled claim
Jurisdiction/Case Number	CA State Ct, BC385585

WMATA ADVERSE, CAPITAL TRANSIT CONSULTANTS	
Date Filed	2009
Litigation or Claim	Claim
Project Involved	DC-Largo Blue line
Parties Involved	N/A
Nature of Claim	WMATA alleged that CTC, a consortium including DMJM, PB and Parsons, was responsible for survey errors associated with the Largo subway station. WMATA later admitted however that it knew the property identification plans prepared by its separate consultants were insufficient.
Claim Type	N/A
Amount at Issue	500,000
Disposition Open/Closed	Closed
Disposition Date	N/A
Disposition Amount	N/A
Disposition Detail/Status	Claim was dropped
Jurisdiction/Case Number	Claim letter

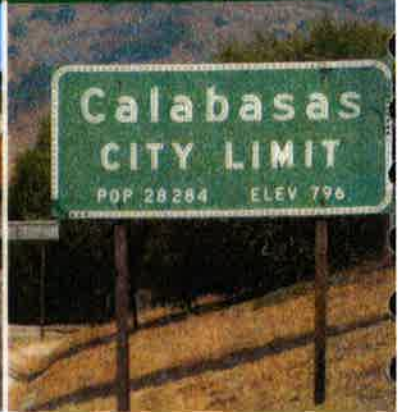
BALFOUR BEATTY/ORTIZ V. METROPOLITAN TRANSIT SYSTEM V. MISSION VALLEY DESIGNERS JV	
Date Filed	10/12/2006
Litigation or Claim	Litigation
Project Involved	Memorial Causeway
Parties Involved	Balfour Beatty/Ortiz Ent. Inc., Metropolitan Transit System, Mission Valley Designers, Parsons Brinckerhoff Quade & Douglas, Inc., Parsons Transportation Group Inc.
Nature of Claim	MTS filed amended answer and 3rd party complaint naming Mission Valley Designers JV, PTG and PH as 3rd party defendants in BB/O's action against MTS.
Claim Type	Performance
Amount at Issue	N/A

BALFOUR BEATTY/ORTIZ V. METROPOLITAN TRANSIT SYSTEM V. MISSION VALLEY DESIGNERS JV	
Disposition Open/Closed	Closed
Disposition Date	1/21/2010
Disposition Amount	N/A
Disposition Detail/Status	Settled by owner MTS paying $8.2 million to contractor. OCIP(owner controlled insurance program) PAID $995,000 on behalf of PTG ,PB and Washington Group International.
Jurisdiction/Case Number	San Diego County Superior Ct GIC868963

PCL CIVIL CONSTRUCTORS, INC V EARTH TECH, ET AL. INCLUDING PTG	
Date Filed	12/21/2007
Litigation or Claim	Litigation
Project Involved	Memorial Causeway Bridge
Parties Involved	PCL Civil Constructors, Inc., Earth Tech, Inc., Parsons Transportation Group Inc.
Nature of Claim	PCL alleged defects in JMI/Earth Tech's design and/or PTG's construction engineering led to defects in construction which had to be corrected and delayed PCL's completion of the project. JMI/Earth Tech was the designer and Parsons had a contract with PCL to perform construction engineering service.
Claim Type	Performance
Amount at Issue	15,000,000
Disposition Open/Closed	Closed
Disposition Date	8/20/2009
Disposition Amount	3,750,000
Disposition Detail/Status	Case was settled with Earth Tech and Parsons each paying $3.75 million to PCL. Earth Tech paid to Parsons $487,500.
Jurisdiction/Case Number	Circuit Court, Pinellas County, FL; 07-13613CI-IS

PARSONS

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



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

1. IDENTIFICATION

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

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: ***Construction Management and Construction Administration Services***.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

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

3. DEFINITIONS

3.1 "Scope of Services": Such professional services as are set forth in Consultant's ***October 31, 2013*** proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's ***October 31, 2013*** fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.

3.3 "Commencement Date": November 13, 2013.

3.4 "Expiration Date": November 13, 2016.

4. TERM

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

5. CONSULTANT'S SERVICES

5.1 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of **Two Million, Seven Hundred, Fifty Thousand Dollars ($2,750,000.00)** unless specifically approved in advance and in writing by City.

5.2 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.3 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

5.4 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. ***Roy Fisher, PE*** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

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

from payments made to Consultant.

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

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of

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

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

11. INSURANCE

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

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

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

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

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

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

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

11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out

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

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

11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.8 The insurance provided by Consultant shall be primary to any coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 In the event any claim or action is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require.

13. RECORDS AND INSPECTIONS

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Andrew Brozyna**
Telephone: (818) 224-1672
Facsimile: (818) 225-7338

If to Consultant:

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

With courtesy copy to:

Scott H. Howard
Colantuono & Levin, PC

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

16. SURVIVING COVENANTS

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

17. TERMINATION

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

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

18. GENERAL PROVISIONS

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

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

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be

substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

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

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document

incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Consultant.

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

"City"
City of Calabasas

By: _____
Fred Gaines, Mayor

Date: _____

"Consultant"
Parsons

By:_____
Khalil Saba, *Vice President*

Date: _____

By: _____
Roy Fisher, PE

Date: _____

Attest:

By:_____
Maricela Hernandez, MMC
City Clerk

Date:_____

Approved as to form:

By:_____
Scott H. Howard, City Attorney

Date:_____

SCOPE OF SERVICES

A.1 Pre-Construction Phase Services

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

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

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

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

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

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

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

A.2 Construction Phase Services

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A.3 Post-Construction Phase Services

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

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

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

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

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

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

EXHIBIT B

PARSONS

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

October 31, 2013

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

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

Dear Mr. Brozyna,

As we have discussed over the last several days, please find attached our estimated man hours with the rates for each proposed member of our team for the Lost Hills Interchange Improvement Project. The estimated hours are tabulated in two separate spreadsheets, one for design project management services and the other for construction management services. The total proposed estimated cost for the project is $2,750,000.00.

We look forward to working with you on this exciting project. If you have any further questions, please contact me at my cell phone (626) 676-2666 or email Roy.Fisher@Parsons.com.

Respectfully submitted,

Roy Fisher

Roy Fisher, PE
Project Manager

LOST HILLS INTERCHANGE IMPROVEMENT PROJECT - City of Calabasas

PARSONS Man-Hour Estimate

October 31, 2013

		PARSONS TEAM												SUBCONSULTANTS		
		Project Manager: Roy Fisher	Design Manager	Senior Roadway Engineer	Structure Manager	Senior Structural / Bridge Engineer	Environmental Permitting	Hydrology / Hydraulics	Electrical Designer	RE/Str Rep			TOTAL HOURS	TOTAL PARSONS LABOR	UTILITY COORDINATION: Willdan	RIGHT-OF-WAY COORDINATION: Overland Pacific & Cutler	TASK TOTAL
		$234.62	$163.08	$158.00	$220.00	$208.11	$125.38	$150.00	$155.00	$208.11	$0.00	$0.00					
Task No.	TASK DESCRIPTION																
A.1.1	Coordination of Engineering Approvals and Agency Permitting													$135,755.28			$160,755.28
1.1.1	65% PS&E Coordination	8	200		16	40							264	$46,338.96			$46,338.96
1.1.2	95% PS&E Coordination	8	160		16	40							224	$39,815.76			$39,815.76
1.1.3	100% PS&E Coordination	8	140		16	40							204	$36,554.16			$36,554.16
1.1.4	Utility Coordination & Caltrans PE Certification		80										80	$13,046.40	$25,000.00		$38,046.40
A.1.2	Right of Way Coordination													$39,386.96			$67,086.96
1.2.1	Coordinate with County of LA, City, Caltrans, Design Firm	8	200										208	$34,494.56		$23,800.00	$58,294.56
1.2.2	Caltrans Right of Way Certification		30										30	$4,892.40		$3,900.00	$8,792.40
A1.3	Coordination Environmental Permitting and Compliance													$17,002.56			$17,002.56
1.3.1	Coordination with CA Fish & Game		4				40						44	$5,667.52			$5,667.52
1.3.2	Coordination with Army Corps of Engineers		4				40						44	$5,667.52			$5,667.52
1.3.3	Coordination with CA Regional Water Quality Control Board		4				40						44	$5,667.52			$5,667.52
A1.4	Meeting Attendance													$74,016.96			$74,016.96
1.4.1	Meetings at City	20	120		16								156	$27,786.00			$27,786.00
1.4.2	Meetings at Caltrans District 7	20	80		16								116	$21,262.80			$21,262.80
1.4.3	Other offsite Meetings	8	120		16								144	$24,968.16			$24,968.16
A1.5	Review PS&E for Constructability													$130,908.44			$130,908.44
1.5.1	65% Constructability Review		40	80	8	80		40	40	40			328	$58,096.40			$58,096.40
1.5.2	95% Constructability Review		40	60	8	60		24	24	16			232	$40,899.56			$40,899.56
1.5.3	100% Constructability Review		40	40	8	40		24	24	8			184	$31,912.48			$31,912.48
A1.6	Review Contract Documents													$24,044.80			$24,044.80
1.6.1	Review Contract Documents	4	60	40		16	16			8			144	$24,044.80			$24,044.80
A1.7	Pre-Construction Services													$13,307.46			$13,307.46
1.7.1	Bid Support		40	8		8				2			58	$9,868.30			$9,868.30
1.7.2	Pre-Construction Conference	2	8							8			18	$3,439.16			$3,439.16
1.7.3													0	$0.00			$0.00
	HOURS :	86	1370	228	120	324	136	88	88	82	0	0	1512	PARSONS LABOR			TOTAL LABOR
	TOTAL LABOR :	$20,194.52	$223,419.60	$36,024.00	$26,400.00	$67,427.64	$17,051.68	$13,200.00	$13,640.00	$17,065.02	$0.00	$0.00		$434,422.46	$25,000.00	$27,700.00	$487,122.46

OTHER DIRECT COSTS (ODC's)	UNIT	UNIT RATE	TOTAL ODC	
REPRODUCTION (PLANS & REPORTS)		$50	$0	$487,122.46
POSTAGE & FREIGHT	40	$15	$600	
COPIES	3,000	$0.12	$360	$8,802.00
COLOR COPIES	300	$1.50	$450	
MILEAGE	13,200	$0.56	$7,392	
			$8,802	$495,924.46

City of Calabasas ***Lost Hills Road Interchange***

PARSONS Proposed Budget for Construction Management & Inspection Services **October 31, 2013**

Construction Manager		Construction Startup Hours	Billing Rate	Total Cost	Construction Hours	Billing Rate	Total Cost	Post Construction Hours	Billing Rate	Total Cost	Total Hours	Total Cost
Prime	**PARSONS**											
RF	Project Manager	64	$ 234.82	$ 15,028.46	316	$ 234.82	$ 74,203.02	44	$ 234.82	$ 10,332.07	424	$ 99,563.54
DB	RE/SR	160	$ 185.44	$ 29,671.03	2,880	$ 185.44	$ 534,078.61	320	$ 185.44	$ 59,342.07	3,360	$ 623,091.71
AC	Senior Roadway Inspector	60	$ 129.53	$ 7,772.09	3,024	$ 129.53	$ 391,713.13	80	$ 129.53	$ 10,362.78	3,164	$ 409,848.00
CT	Senior Inspector	60	$ 122.13	$ 7,327.64	2,720	$ 122.13	$ 332,186.49	80	$ 122.13	$ 9,770.19	2,860	$ 349,284.33
PR	OE	100	$ 75.48	$ 7,547.59	2,160	$ 75.48	$ 163,027.86	200	$ 75.48	$ 15,095.17	2,460	$ 185,670.62
VS	SWPPP Reviewer	16	$ 162.65	$ 2,602.45	200	$ 162.65	$ 32,530.60	16	$ 162.65	$ 2,602.45	232	$ 37,735.50
WILL	Electrical Inspector	-	$ 95.00	$ -	380	$ 95.00	$ 36,100.00	20	$ 95.00	$ 1,900.00	400	$ 38,000.00
WILL	Utility Coordinator	8	$ 120.00		174	$ 120.00	$ 20,880.00	8	$ 120.00	$ 960.00	190	$ 21,840.00
WILL	Reg. Landscape Architect	8	$ 150.00	$ 1,200.00	310	$ 150.00	$ 46,500.00	20	$ 150.00	$ 3,000.00	338	$ 50,700.00
S2	Constructability	40	$ 239.09	$ 9,563.60	-	$ 239.09	$ -	-	$ 239.09	$ -	40	$ 9,563.60
VAR	On-call Services		$ -	$ -		$ -	$ -		$ -	$ -	-	$ 69,587.05
SUBTOTAL		516		**80,712.86**	12,164		**1,631,219.71**	788		**113,365**	13,468	**$ 1,894,884.34**

	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
CPM Support (S2)											
TOTAL	24	203.51	$ 4,884.24	260	203.51	$ 52,912.60	20	203.51	$ 4,070.20	304	**$ 61,867.04**
Detailed cost proposal attached											

	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
TRG (Public Outreach)											
TOTAL	-										**$ 20,000.00**
Detailed cost proposal attached											

	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Twining (Materials Testing)											
TOTAL											**$ 187,160.00**
Detailed cost proposal attached											

	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Billing Rate	Total Cost	Hours	Total Cost
Wagner (Surveying QA)											
TOTAL										0	**$ 15,000.00**
Detailed cost proposal attached											

Other Direct Costs (Parsons)	Units	Billing Rate	Total Cost	Units	Billing Rate	Total Cost	Units	Billing Rate	Total Cost	Hours	Total Cost
Subconsultant Management	8	$ 90.00	$ 720.00	176	$ 90.00	$ 15,840.00	16	$ 90.00	$ 1,440.00		$ 18,000.00
Equipment, Vehicles	280	$ 5.74	$ 1,607.20	8,624	$ 5.74	$ 49,501.76	480	$ 5.74	$ 2,755.20		$ 53,864.16
Mileage (Office Staff)	500	$ 0.55	$ 275.00	5,000	$ 0.55	$ 2,750.00	500	$ 0.55	$ 275.00		$ 3,300.00
SUBTOTAL			**$ 2,602.20**	13,800		**$ 68,091.76**	996		**$ 4,470.20**	-	**$ 75,164.16**

	Pre-Construction Total Cost	Construction Hours	Billing Rate	Total Cost	Post Construction Total Cost	Total Hours	Total Cost
TOTAL PROJECT COST	**$ 88,199.30**	**12,424**		**$ 1,752,224.07**	**$ 121,905.13**	**13,772**	**$ 2,254,075.54**

1) ***Overtime, weather, holidays and potential time extensions or delays may result in additional construction management services. Surveying costs are an estimated amount based on T&M cost. (3% salary escalation a year used)***

2) ***Prevailing Wage - Wages for inspection subject to Calif. Labor Code Section 1772. Overtime will be paid in accordance with applicable labor laws.***

3) ***Material Testing is based on T&M cost not to exceed estimated amount.***

4) ***Other Direct Cost (ODC) is billed per actual cost without markup***

5) ***Survey and Public Outreach shown as allowance***

THE ROBERT GROUP

As of 10/1/13

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

WAGNER ENGINEERING & SURVEY, INC.
CIVIL ENGINEERS • SURVEYORS • RIGHT-OF-WAYS
SBE • WBE • DBE Certified

HOURLY RATE SCHEDULE

(Subject to Annual Revision)
First 8 Hours of Any Non-Holiday Weekday

PROFESSIONAL AND OFFICE

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

FIELD SURVEY

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

OTHER DIRECT COSTS

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

NOTES

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

17134 Devonshire Street Suite 200 Northridge CA 91325-1619
TEL 818-892-6565 • FAX 818-892-6611 • e mail: mail@wesinc.org

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

TWINING, INC.

Item No 1 - Geotechnical - Roadway Excavation, Structural Excavation, Embankment						
Item	Proposed Services	Notes and Assumptions	Estimated Quantity Amount	Units	Unit Rate	Cost
Field Observation, On Site Testing, and Laboratory Testing	**Field Compaction Testing and Laboratory Support**					
	Certified soils technician with nuclear gauge for compaction testing	Compaction will be tested in accordance with CT 231 and 216 test methods. Testing to be performed as required for acceptance.	250	regular hours	$ 96.00	$ 24,000.00
	Maximum Density, CT 216	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	25	test	$ 180.00	$ 4,500.00
	Seive Analysis, CT 202	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	12	test	$ 90.00	$ 1,080.00
	R - Value CT 301	Performed all testing associated with backfill and grading operations. The amount of tests will be contingent on the variety of material encountered during construction.	8	test	$ 325.00	$ 2,600.00
	Project Engineer	Twining Laboratories engineer will review all laboratory test results, review field daily reports and field test data.	25	regular hours	$ 140.00	$ 3,500.00
					Subtotal :	**$ 35,680.00**

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

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

TWINING, INC.

Item No 5 - Portland Cement Concrete - Bridge, Retaining Walls, Sound Walls, including foundations						
Item	Proposed Services	Notes and Assumptions	Estimated Quantity Amount	Units	Unit Rate	Cost
Field Observation, On Site Testing, and Laboratory Testing	**Field Fabrication of Test Specimens, Field Testing and Laboratory Testing of Concrete**					
	Certified technician for sampling and field testing of concrete	Field Fabrication of concrete cylinder specimens. Includes field testing for Ball Penetration, Slump, and Air Content. Inspection of reinforcement for foundation	160	regular hours	$ 96.00	$ 15,360.00
	Project Engineer	Twining's engineer will review all laboratory test results, review field daily reports and field test data.	16	regular hours	$ 140.00	$ 2,240.00
	Laboratory Testing of Field Made Specimens and Aggregates					
	Compression Strength Testing ASTM C172, CT 540	1 set approximately every 25 cubic yards or 1 set per day	20	sets	$ 160.00	$ 3,200.00
	Fine Aggregate Sand Equivalent CT 217	1 test per 523 cubic yards (If production is less than 325 cubic yards, 1 test per day).	20	tests	$ 125.00	$ 2,500.00
	Sieve Analysis of Coarse Aggregate Portion CT 202	1 test per 523 cubic yards (If production is less than 325 cubic yards, 1 test per day).	20	tests	$ 90.00	$ 1,800.00
	Sieve Analysis of Fine Aggregate Portion CT 202	1 test per 523 cubic yards (If production is less than 325 cubic yards, 1 test per day).	20	tests	$ 90.00	$ 1,800.00
	Coarse Aggregate Cleanness Value CT 227	1 test per 523 cubic yards (If production is less than 325 cubic yards, 1 test per day).	20	tests	$ 175.00	$ 3,500.00
	Project Engineer	Twining's engineer will review all laboratory test results, review field daily reports and field test data.	8	regular hours	$ 140.00	$ 1,120.00
					Subtotal :	**$ 31,520.00**

Project Understanding and Approach

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

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

Scope of Work

OPTION 1

Coordination and Management of Dedication/Donation

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

Right of Way Certification Services

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

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

OPTION 2

Right of Way Project Management

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

Title Investigation Services

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

Appraisal Services

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

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

Negotiate Right of Way Settlement/Prepare Acquisition Documents

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

Escrow Coordination

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

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

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

Eminent Domain Assistance

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

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

Right of Way Certification Services

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

Cost Proposal

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

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

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

SCHEDULE OF HOURLY RATES

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

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

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

Assumptions and Limiting Conditions

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

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

Approved by City Manager:

CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 29, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR

SUBJECT: DISCUSSION OF CITY POLICY TO REPLACE MISSING OR DAMAGED PROPERTY ADDRESS PLACARDS.

MEETING DATE: NOVEMBER 13, 2013

SUMMARY RECOMMENDATION:

That the City continue its policy of replacing address placards at the request of residents, with residents paying for missing placards and the City attaching them at no cost to the resident.

BACKGROUND:

In April of 1996 the Traffic and Transportation/Intergovernmental Relations Department presented to the City Council a proposed recommendation to enact the Citywide Residential Address Sign Project, the project was approved and the City provided the placards to all residents at that time. The placards were funded by a combination of grant and City funds.

As time has progressed, address placards have been damaged and/or have fallen off from the curbside. When a resident calls and requests a new placard, staff notifies the resident that initially the placards had been provided to the residents as a onetime courtesy purchase and although they are not required, if the resident choses to replace the placard they can purchase the placard through the City for $50. The charge was initially determined by the cost of the placard in addition to the cost charged to the City by the service contractor to provide said service. For those residents who do not wish

to replace the placard but are just requesting to have it re-attached to the curbside, we have not charged those residents a fee.

DISCUSSION/ANALYSIS:

In March of this year, staff canvassed the entire City and identified five hundred and forty one (541) residences with missing address placards. A survey was sent out to those residents to determine if the placards were damaged, missing and/or just needed to be reattached to the curbside. Only two hundred and fifty responses were confirmed and received, which includes but is not limited to requests received via the City's Public Works Citizen Request Program.

The cost of installing each placard is currently $28.00. The cost to purchase a replacement placard is $47.00 for a total cost of $75.00 to replace and install a missing placard.

If the City orders the 500 or more address placards, the cost of each placard will drop to $25.00 and the cost of installation will drop to $20.00 for a total cost of $45.00 per address. The cost to install all of the missing 541 address placards will be twenty five thousand dollars ($25,000.00).

FISCAL IMPACT/SOURCE OF FUNDING:

There will be no additional cost to maintain the current policy. There will be an unbudgeted cost of $25,000 if the City replaces all missing plaques at City expense.

REQUESTED ACTION:

Recommendation that the City Council continue current policy of reattaching placards at no cost to the resident, and charging $50 to order and attach replacement placards.

ATTACHMENTS:

None.

CITY of CALABASAS

Check Register Report

Bank: BANK OF AMERICA - OPERATING
Reporting Period: 10/16/2013 to 10/30/2013

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
85658	10/16/2013	JACKSON/DAVID C.//CRM	RECORDS MGMT CONSULT SVCS	2,310.00	Administrative Services
85637	10/16/2013	DAILY NEWS	PUBLIC HEARING AD	388.70	Administrative Services
85636	10/16/2013	CYBERCOPY	COPY/PRINTING SERVICE	269.61	Administrative Services
85711	10/17/2013	US BANK	VISA- SHRM	220.00	Administrative Services
85636	10/16/2013	CYBERCOPY	COPY/PRINTING SERVICE	186.03	Administrative Services
85713	10/23/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Administrative Services
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	163.48	Administrative Services
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	147.95	Administrative Services
85653	10/16/2013	HERNANDEZ/MARICELA//	MILEAGE REIMB- CCAC MEETING	63.28	Administrative Services
85833	10/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	58.86	Administrative Services
85636	10/16/2013	CYBERCOPY	COPY/PRINTING SERVICE	40.89	Administrative Services
85711	10/17/2013	US BANK	VISA- OFFICE DEPOT	36.58	Administrative Services
85636	10/16/2013	CYBERCOPY	COPY/PRINTING SERVICE	30.52	Administrative Services
		Total Amount for 13 Line Item(s) from Administrative Services		**$4,083.90**	
Boards and Commissions					
85711	10/17/2013	US BANK	VISA- RALPHS	32.51	Boards and Commissions
		Total Amount for 1 Line Item(s) from Boards and Commissions		**$32.51**	
City Attorney					
85630	10/16/2013	COLANTUONO, LEVIN PC	GENERAL SERVICES	13,158.42	City Attorney
85654	10/16/2013	HOPKINS & CARLEY	LEGAL SERVICES	3,870.00	City Attorney
85630	10/16/2013	COLANTUONO, LEVIN PC	CROWN CASTLE INC	212.11	City Attorney
85630	10/16/2013	COLANTUONO, LEVIN PC	2008 NOV RE COLIFORM	25.00	City Attorney
		Total Amount for 4 Line Item(s) from City Attorney		**$17,265.53**	
City Council					
85772	10/23/2013	VICA	MEMBERSHIP DUES FY 13/14	1,000.00	City Council
85711	10/17/2013	US BANK	VISA- HYATT HOTELS	549.00	City Council
85683	10/16/2013	SANTA MONICA MOUNTAINS	MEMBERSHIP DUES- L. MARTIN	360.00	City Council
85620	10/16/2013	BOZAJIAN/JAMES R.//	REIMB TRAVEL-CCCA SEMINAR	357.93	City Council
85711	10/17/2013	US BANK	VISA- SOUTHWEST AIR	343.80	City Council
85691	10/16/2013	STILLPOINT FAMILY RESOURCES	ROSS PORTER GOLF CLASSIC	300.00	City Council

APPROVED BY CITY MANAGER:

AGENDA ITEM NO. 8

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85711	10/17/2013	US BANK	VISA- WOLF CREEK RESTAURANT	232.11	City Council
85711	10/17/2013	US BANK	VISA- SMART & FINAL	223.13	City Council
85711	10/17/2013	US BANK	VISA- LA PAZ RESTAURANT	193.50	City Council
85711	10/17/2013	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
85748	10/23/2013	MAURER/MARY SUE//	REIMB TRAVEL-2013 LEAGUE OF CA	182.96	City Council
85711	10/17/2013	US BANK	VISA- FRESH BROTHERS	171.69	City Council
85711	10/17/2013	US BANK	VISA- PARTY CITY	125.18	City Council
85793	10/30/2013	CR PRINT	BUSINESS CARDS	109.55	City Council
85711	10/17/2013	US BANK	VISA- OFFICE DEPOT	108.99	City Council
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	84.69	City Council
85620	10/16/2013	BOZAJIAN/JAMES R.//	REIMB OFFICE SUPPLIES	49.04	City Council
85711	10/17/2013	US BANK	VISA- STARBUCKS	20.15	City Council
85621	10/16/2013	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
85670	10/16/2013	MARTIN/LUCY//	REIMB BUSINESS LUNCH EXPENSE	15.00	City Council
85711	10/17/2013	US BANK	VISA- RALPHS	7.99	City Council
85711	10/17/2013	US BANK	VISA- LEAGUE OF CA CITIES	-400.00	City Council
		Total Amount for 22 Line Item(s) from City Council		**$4,238.71**	

City Management

85709	10/16/2013	YALDA/ROBERT//	REIMB TRAVEL EXP- AIB AWARDS	722.85	City Management
85711	10/17/2013	US BANK	VISA- APWA	720.00	City Management
85711	10/17/2013	US BANK	VISA- ROSEN HOTELS	711.76	City Management
85711	10/17/2013	US BANK	VISA- LORMAN EDUCATION	598.00	City Management
85711	10/17/2013	US BANK	VISA- HERTZ RENT A CAR	390.97	City Management
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	244.10	City Management
85722	10/23/2013	CITY TRAFFIC ENGINEERS ASSOC	2013 WORKSHOP REGISTRATION	160.00	City Management
85711	10/17/2013	US BANK	VISA- DS SERVICES	135.00	City Management
		Total Amount for 8 Line Item(s) from City Management		**$3,682.68**	

Civic Center O&M

85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,492.81	Civic Center O&M
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	5,993.36	Civic Center O&M
85677	10/16/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
85677	10/16/2013	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
85706	10/16/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	868.49	Civic Center O&M

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85835	10/30/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	808.73	Civic Center O&M
85773	10/23/2013	VORTEX INDUSTRIES INC	DOOR REPAIRS - LIBRARY	697.50	Civic Center O&M
85782	10/30/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
85782	10/30/2013	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
85689	10/16/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	567.57	Civic Center O&M
85720	10/23/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
85720	10/23/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
85689	10/16/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	523.91	Civic Center O&M
85835	10/30/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	510.29	Civic Center O&M
85706	10/16/2013	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	494.47	Civic Center O&M
85720	10/23/2013	CIRCULATING AIR, INC.	HVAC MAINTENANCE	206.00	Civic Center O&M
85711	10/17/2013	US BANK	VISA- BRIAN PASTER PLUMBING	138.00	Civic Center O&M
85711	10/17/2013	US BANK	VISA- STAPLES	57.76	Civic Center O&M
85711	10/17/2013	US BANK	VISA- HOME DEPOT	13.55	Civic Center O&M
85711	10/17/2013	US BANK	VISA- HOME DEPOT	8.05	Civic Center O&M
85711	10/17/2013	US BANK	VISA- HOME DEPOT	8.05	Civic Center O&M
85711	10/17/2013	US BANK	VISA- THE MAIL SHOPPE	7.50	Civic Center O&M
85711	10/17/2013	US BANK	VISA- THE MAIL SHOPPE	7.50	Civic Center O&M
85711	10/17/2013	US BANK	VISA- ORCHARD SUPPLY	3.04	Civic Center O&M
85711	10/17/2013	US BANK	VISA- RITE AID	2.15	Civic Center O&M
85711	10/17/2013	US BANK	VISA- RITE AID	2.14	Civic Center O&M
		Total Amount for 26 Line Item(s) from Civic Center O&M		**$23,709.55**	

Community Development

85742	10/23/2013	KAREN WARNER ASSOCIATES	HOUSING CONSULTING SVCS	10,281.95	Community Development
85718	10/23/2013	CALABASAS CREST LTD	R.A.P.- NOV 2013	5,586.00	Community Development
85794	10/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	4,825.03	Community Development
85794	10/30/2013	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	2,571.74	Community Development
85759	10/23/2013	RINCON CONSULTANTS INC	ENVIRONMENTAL CONSULTING	2,238.75	Community Development
85797	10/30/2013	ESRI	GIS SOFTWARE	1,635.00	Community Development
85727	10/23/2013	CYBERCOPY	COPY/PRINTING SERVICE	495.01	Community Development
85724	10/23/2013	CR PRINT	COUNTER INQUIRY FORMS	479.60	Community Development
85724	10/23/2013	CR PRINT	WINDOW STICKERS	465.43	Community Development
85729	10/23/2013	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	300.00	Community Development
85619	10/16/2013	BLAIR/JESSICA//	PC MINUTE PREPARATIONS	280.00	Community Development
85711	10/17/2013	US BANK	VISA- GREEN BUILDING EDU	236.95	Community Development

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85611	10/16/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	222.00	Community Development
85726	10/23/2013	CROSBY/ GEORGE//	R.A.P.- NOV 2013	190.00	Community Development
85731	10/23/2013	FLEYSHMAN/ALBERT//	R.A.P.- NOV 2013	190.00	Community Development
85749	10/23/2013	MEDVETSKY/LINA//	R.A.P.- NOV 2013	190.00	Community Development
85738	10/23/2013	HENDERSON/LYN//	R.A.P.- NOV 2013	190.00	Community Development
85752	10/23/2013	NARANJO/ IVAN//	R.A.P.- NOV 2013	190.00	Community Development
85762	10/23/2013	SHAHIR/RAHIM//	R.A.P.- NOV 2013	190.00	Community Development
85776	10/23/2013	YAZDINIAN/SUSAN//	R.A.P.- NOV 2013	190.00	Community Development
85750	10/23/2013	MILES/AUDREY//	R.A.P.- NOV 2013	190.00	Community Development
85611	10/16/2013	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	144.79	Community Development
85796	10/30/2013	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING SVCS	63.83	Community Development
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	55.43	Community Development
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	49.96	Community Development
85663	10/16/2013	L.A. CO. ASSESSOR	MAPS AND POSTAGE	5.49	Community Development
85833	10/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-27.63	Community Development
		Total Amount for 28 Line Item(s) from Community Development		**$31,597.33**	

Community Services

85614	10/16/2013	AWESOME EVENTS INC	ENTERTAINMENT- PUMPKIN FEST	8,798.00	Community Services
85686	10/16/2013	SECURAL SECURITY CORP	SECURITY- PUMPKIN FEST DEPOSIT	8,698.50	Community Services
85687	10/16/2013	SECURAL SECURITY CORP	SECURITY- PUMPKIN FEST BALANCE	8,698.50	Community Services
85642	10/16/2013	DSR AUDIO	SOUND/POWER- PUMPKIN FEST	8,500.00	Community Services
85692	10/16/2013	TEAM PLAY EVENTS	ENTERTAINMENT- PUMPKIN FEST	7,881.00	Community Services
85641	10/16/2013	DMH ENTERPRISES	ENTERTAINMENT- PUMPKIN FEST	6,500.00	Community Services
85818	10/30/2013	NOTIONIST	BROCHURE DESIGN- WINTER 2013	5,500.00	Community Services
85660	10/16/2013	KASTL AMUSEMENTS	ENTERTAINMENT- PUMPKIN FEST	5,000.00	Community Services
85678	10/16/2013	REPTILE FAMILY	ENTERTAINMENT- PUMPKIN FEST	2,600.00	Community Services
85688	10/16/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,468.23	Community Services
85685	10/16/2013	SECURAL SECURITY CORP	SUPPLIES- 2-WAY RADIOS	2,049.50	Community Services
85825	10/30/2013	SUPER SOCCER STARS	RECREATION INSTRUCTOR	1,844.52	Community Services
85707	10/16/2013	WEST VALLEY HORSE CENTER	HAY - PUMPKIN FEST	1,817.58	Community Services
85728	10/23/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	1,441.00	Community Services
85712	10/23/2013	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	1,401.86	Community Services
85711	10/17/2013	US BANK	VISA- AMC PROMENADE	1,272.00	Community Services
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,085.73	Community Services

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85648	10/16/2013	GARCIA/MIKE//	PERFORMANCE- PUMPKIN FEST	1,000.00	Community Services
85711	10/17/2013	US BANK	VISA- BIZCHAIR OFFICE	984.79	Community Services
85728	10/23/2013	DNA ELECTRIC	ELECTRICAL REPAIRS	914.86	Community Services
85651	10/16/2013	GUDIS/MATT//	ENTERTAINMENT- PUMPKIN FEST	900.00	Community Services
85795	10/30/2013	DOMINE/JAMES//	RECREATION INSTRUCTOR	848.09	Community Services
85837	10/30/2013	YEEOPP/BETTY//	RECREATION INSTRUCTOR	806.40	Community Services
85711	10/17/2013	US BANK	VISA- SOLEIL WESTWOOD	771.72	Community Services
85711	10/17/2013	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
85739	10/23/2013	JACOBS/SAUL//	RECREATION INSTRUCTOR	600.66	Community Services
85735	10/23/2013	FRESHI FILMS LLC	RECREATION INSTRUCTOR	600.00	Community Services
85818	10/30/2013	NOTIONIST	BROCHURE DESIGN- SAVVY SENIOR	500.00	Community Services
85674	10/16/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	420.00	Community Services
85711	10/17/2013	US BANK	VISA- HOMEGOODS	416.38	Community Services
85640	10/16/2013	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	416.00	Community Services
85711	10/17/2013	US BANK	VISA- BACKDROPS	402.82	Community Services
85711	10/17/2013	US BANK	VISA- ORIENTAL TRADING CO	388.99	Community Services
85711	10/17/2013	US BANK	VISA- COST PLUS	375.72	Community Services
85781	10/30/2013	AMICA SOUTHERN CALIFORNIA	SENIOR EXCURSION	360.00	Community Services
85680	10/16/2013	S & S PORTABLE SERVICES	RESTROOMS- CONCERT	343.35	Community Services
85711	10/17/2013	US BANK	VISA- 7 ELEVEN	280.01	Community Services
85703	10/16/2013	WALLACE/TANESHA//	PERFORMANCE- PUMPKIN FEST	250.00	Community Services
85659	10/16/2013	JAMES/LUTHER//	ENTERTAINMENT- PUMPKIN FEST	250.00	Community Services
85711	10/17/2013	US BANK	VISA- LIGHTS FOR ALL	240.78	Community Services
85711	10/17/2013	US BANK	VISA- CPPF CAMPUS	200.00	Community Services
85800	10/30/2013	IMMUNE CHEF	RECREATION INSTRUCTOR	196.00	Community Services
85711	10/17/2013	US BANK	VISA- FENCE FACTORY	194.72	Community Services
85629	10/16/2013	COHEN/SHELDON//	RECREATION INSTRUCTOR	193.20	Community Services
85775	10/23/2013	WAYNE/TARYN//	RECREATION INSTRUCTOR	193.20	Community Services
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	170.31	Community Services
85711	10/17/2013	US BANK	VISA- HOMEGOODS	153.91	Community Services
85711	10/17/2013	US BANK	VISA- AMAZON.COM	148.51	Community Services
85838	10/30/2013	YEREVANIAN/ODILE//	RECREATION INSTRUCTOR	134.40	Community Services
85784	10/30/2013	AT&T	TELEPHONE SERVICES	133.43	Community Services
85839	10/30/2013	ZEE MEDICAL SERVICE CO.	FIRST AID KIT SUPPLIES	123.60	Community Services
85711	10/17/2013	US BANK	VISA- HOMEGOODS	110.04	Community Services
85711	10/17/2013	US BANK	VISA- ORCHARD SUPPLY	108.51	Community Services
85736	10/23/2013	GESAS/HELAINE W.//	RECREATION INSTRUCTOR	106.40	Community Services

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85778	10/30/2013	A 1 LIVESCAN FINGERPRINTING	FINGERPRINTING SERVICES	105.00	Community Services
85694	10/16/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
85711	10/17/2013	US BANK	VISA- MISSION INN	100.00	Community Services
85711	10/17/2013	US BANK	VISA- DO IT CENTER	99.37	Community Services
85711	10/17/2013	US BANK	VISA- WEBSTAURANT	98.61	Community Services
85799	10/30/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	96.43	Community Services
85758	10/23/2013	PETTIT/KATHLEEN//	RECREATION INSTRUCTOR	93.60	Community Services
85711	10/17/2013	US BANK	VISA- ZENNIX LIFE	91.92	Community Services
85675	10/16/2013	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
85675	10/16/2013	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	80.49	Community Services
85697	10/16/2013	UNITED SITE SERVICES OF CA INC	PORTABLE TOILET RENTAL	78.12	Community Services
85717	10/23/2013	AT&T	TELEPHONE SERVICE	76.97	Community Services
85631	10/16/2013	COLP/KIMBERLY//	REIMB MILEAGE - SEP 2013	73.45	Community Services
85711	10/17/2013	US BANK	VISA- PLUMBING CITY	71.92	Community Services
85708	10/16/2013	WILHELM/LANA//	REIMB MILEAGE - SEP 2013	66.16	Community Services
85711	10/17/2013	US BANK	VISA- CORNER BAKERY	58.00	Community Services
85711	10/17/2013	US BANK	VISA- OFFICE DEPOT	53.17	Community Services
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	49.60	Community Services
85711	10/17/2013	US BANK	VISA- JAMES DORIS CORP	48.00	Community Services
85711	10/17/2013	US BANK	VISA- RALPHS	41.20	Community Services
85828	10/30/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	22.50	Community Services
85711	10/17/2013	US BANK	VISA- RALPHS	17.95	Community Services
85711	10/17/2013	US BANK	VISA- SPROUTS	12.45	Community Services
		Total Amount for 78 Line Item(s) from Community Services		**$92,156.13**	

Finance

85779	10/30/2013	ADP, INC	PAYROLL PROCESSING	3,387.61	Finance
85612	10/16/2013	ADP, INC	PAYROLL PROCESSING	913.35	Finance
85711	10/17/2013	US BANK	VISA- CRUCIAL	662.98	Finance
85816	10/30/2013	MUNISERVICES, LLC	SALES TAX REPORTING SYSTEM	500.00	Finance
85711	10/17/2013	US BANK	VISA- GFOA	435.00	Finance
85711	10/17/2013	US BANK	VISA- CSMFO	425.00	Finance
85711	10/17/2013	US BANK	VISA- AICPA	225.00	Finance
85816	10/30/2013	MUNISERVICES, LLC	SALES TAX COLLECTION FEE	91.20	Finance
85833	10/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	4.68	Finance

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
		Total Amount for 9 Line Item(s) from Finance		**$6,644.82**	
Klubhouse Preschool					
85711	10/17/2013	US BANK	VISA- COSTCO	1,866.38	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	1,834.11	Klubhouse Preschool
85674	10/16/2013	PEERLESS BUILDING MAINTENANCE	JANITORIAL SERVICES	980.00	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- KAPLAN EARLY LEARNING	819.38	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- DISCOUNT SCHOOL SUPPLY	443.61	Klubhouse Preschool
85784	10/30/2013	AT&T	TELEPHONE SERVICES	311.33	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- CONSTRUCT PLAYTHINGS	293.76	Klubhouse Preschool
85799	10/30/2013	HOUSE SANITARY SUPPLY, INC.	JANITORIAL SUPPLIES	224.99	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- HOME DEPOT	216.73	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- TARGET	215.90	Klubhouse Preschool
85702	10/16/2013	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	145.68	Klubhouse Preschool
85832	10/30/2013	VLR DAIRY SERVICES	MILK/YOGURT DELIVERY	145.68	Klubhouse Preschool
85711	10/17/2013	US BANK	VISA- LAKESHORE LEARNING	58.09	Klubhouse Preschool
85828	10/30/2013	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	52.50	Klubhouse Preschool
85656	10/16/2013	INDUSTRIAL CHEMICALS & SUPPLS	JANITORIAL SUPPLIES	52.32	Klubhouse Preschool
85783	10/30/2013	ARROWHEAD	WATER SERVICE	33.30	Klubhouse Preschool
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-38.72	Klubhouse Preschool
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	-97.14	Klubhouse Preschool
		Total Amount for 18 Line Item(s) from Klubhouse Preschool		**$7,557.90**	
Library					
85788	10/30/2013	CALIFA GROUP	BOOKS ON CD	2,482.57	Library
85644	10/16/2013	ENVISIONWARE INC	LIBRARY- SOFTWARE MAINTENANCE	1,056.72	Library
85676	10/16/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 13	776.06	Library
85673	10/16/2013	OCLC, INC.	MEMBERSHIP DUES- OCT 2013	640.93	Library
85833	10/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	454.91	Library
85784	10/30/2013	AT&T	TELEPHONE SERVICES	301.39	Library
85787	10/30/2013	BOOKPAGE	MAGAZINE SUBSCRIPTION	300.00	Library
85826	10/30/2013	TIME WARNER CABLE	CABLE MODEM- LIBRARY	290.00	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	289.75	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	185.72	Library
85822	10/30/2013	RECORDED BOOKS, LLC	BOOKS ON CD	152.82	Library

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	151.33	Library
85822	10/30/2013	RECORDED BOOKS, LLC	BOOKS ON CD	133.58	Library
85711	10/17/2013	US BANK	VISA- SMART & FINAL	104.12	Library
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	79.38	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	74.33	Library
85711	10/17/2013	US BANK	VISA- USPS	63.84	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	56.43	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	53.86	Library
85822	10/30/2013	RECORDED BOOKS, LLC	BOOKS ON CD	49.59	Library
85833	10/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	43.51	Library
85815	10/30/2013	MIDWEST TAPE	DVD'S-LIBRARY	38.28	Library
85822	10/30/2013	RECORDED BOOKS, LLC	BOOKS ON CD	35.97	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	26.52	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.65	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	24.54	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.43	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	23.31	Library
85711	10/17/2013	US BANK	VISA- RALPHS	22.18	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.48	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.82	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.43	Library
85801	10/30/2013	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.29	Library
85711	10/17/2013	US BANK	VISA- TARGET	19.43	Library
85786	10/30/2013	BAKER & TAYLOR	BOOKS-LIBRARY	15.25	Library
85786	10/30/2013	BAKER & TAYLOR	BOOKS-LIBRARY	14.30	Library
85786	10/30/2013	BAKER & TAYLOR	BOOKS-LIBRARY	14.30	Library
85711	10/17/2013	US BANK	VISA- SMART & FINAL	6.35	Library
		Total Amount for 38 Line Item(s) from Library		**$8,112.37**	

LMD #22

85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	12,235.08	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,733.42	LMD #22
85698	10/16/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	9,875.00	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,562.50	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,535.17	LMD #22
85615	10/16/2013	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,778.33	LMD #22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,735.92	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,530.00	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,480.83	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,911.17	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,758.08	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,873.83	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,676.75	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,227.67	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,193.57	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,044.25	LMD #22
85698	10/16/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,000.00	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,325.02	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,204.40	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	785.48	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	749.00	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	739.51	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	615.00	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	593.76	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	564.34	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	496.12	LMD #22
85698	10/16/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	480.00	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	445.03	LMD #22
85771	10/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	410.21	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	335.00	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	271.52	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	255.25	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	250.00	LMD #22
85676	10/16/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 13	225.63	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	210.00	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	203.10	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	186.00	LMD #22
85688	10/16/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	172.40	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	150.13	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	135.00	LMD #22
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	126.50	LMD #22
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	125.02	LMD #22

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	90.00	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	85.39	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	77.02	LMD #22
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	76.75	LMD #22
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	12.70	LMD #22
		Total Amount for 48 Line Item(s) from LMD #22		**$97,096.85**	
LMD #24					
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	4,753.24	LMD #24
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,320.00	LMD #24
85830	10/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	908.00	LMD #24
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	230.00	LMD #24
85830	10/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	174.00	LMD #24
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	150.00	LMD #24
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	55.44	LMD #24
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	50.00	LMD #24
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	0.91	LMD #24
		Total Amount for 9 Line Item(s) from LMD #24		**$7,641.59**	
LMD #27					
85665	10/16/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	1,359.12	LMD #27
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,089.14	LMD #27
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	27.79	LMD #27
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	0.23	LMD #27
		Total Amount for 4 Line Item(s) from LMD #27		**$2,476.28**	
LMD #32					
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,800.71	LMD #32
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	54.10	LMD #32
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	0.23	LMD #32
		Total Amount for 3 Line Item(s) from LMD #32		**$1,855.04**	

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
LMD 22 - Common Benefit Area					
85771	10/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	34,069.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,361.25	LMD 22 - Common Benefit Area
85771	10/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	8,820.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,552.17	LMD 22 - Common Benefit Area
85771	10/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,899.01	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,943.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,340.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,584.00	LMD 22 - Common Benefit Area
85771	10/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,512.05	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,475.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,372.17	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,355.39	LMD 22 - Common Benefit Area
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,836.14	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,462.50	LMD 22 - Common Benefit Area
85771	10/23/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,411.77	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,328.50	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,200.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	816.00	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	677.45	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	640.29	LMD 22 - Common Benefit Area
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	565.40	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	541.86	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	475.00	LMD 22 - Common Benefit Area
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	303.88	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	265.00	LMD 22 - Common Benefit Area
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	8.61	LMD 22 - Common Benefit Area
85699	10/16/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	0.00	LMD 22 - Common Benefit Area
		Total Amount for 27 Line Item(s) from LMD 22 - Common Benefit Area		**$93,815.44**	
Media Operations					
85700	10/16/2013	VERIZON WIRELESS	TELEPHONE SERVICE	1,998.82	Media Operations
85647	10/16/2013	FRONT SIDE SOLUTIONS	AMX PROGRAM SUPPORT	1,220.00	Media Operations
85757	10/23/2013	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	1,000.00	Media Operations
85711	10/17/2013	US BANK	VISA- DISCOUNT MEDIA PRODUCTS	911.02	Media Operations
85798	10/30/2013	GRANICUS INC.	WEB ARCHIVING SERVICE	750.00	Media Operations

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85711	10/17/2013	US BANK	VISA- B & H PHOTO	534.98	Media Operations
85753	10/23/2013	NATIONAL CAPTIONING INSTITUTE	CLOSED CAPTIONING SVCS	504.00	Media Operations
85821	10/30/2013	PEREIRA/PABLO//	CTV HOST-SPOTLIGHT CALABASAS	500.00	Media Operations
85802	10/30/2013	INTERNET SPECIALTIES WEST	T-1 LINE MONTHLY FEE	484.53	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	463.10	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	462.70	Media Operations
85711	10/17/2013	US BANK	VISA- CALENDAR WIZ	449.00	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	388.26	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	388.25	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	363.31	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	358.65	Media Operations
85693	10/16/2013	TIME WARNER CABLE	CABLE MODEM- CITY HALL	336.80	Media Operations
85812	10/30/2013	MEGAPATH CORPORATION	DSL SERVICE	332.70	Media Operations
85803	10/30/2013	KRAMER.FIRM, INCORPORATED	TELECOMM CONSULT SVCS	312.56	Media Operations
85711	10/17/2013	US BANK	VISA- NETWORK SOLUTIONS	299.00	Media Operations
85833	10/30/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	216.75	Media Operations
85710	10/16/2013	YIN/TONY//	REIMB TRAVEL EXP-MISAC 2013	136.43	Media Operations
85695	10/16/2013	TRIBUNE MEDIA SERVICES	CTV GUIDE LISTING	88.66	Media Operations
85611	10/16/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
85611	10/16/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
85611	10/16/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
85611	10/16/2013	ACORN NEWSPAPER	CTV ADVERTISING	60.00	Media Operations
85711	10/17/2013	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
85711	10/17/2013	US BANK	VISA- SHINDIGZ	47.49	Media Operations
85785	10/30/2013	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
85711	10/17/2013	US BANK	VISA- RALPHS	44.06	Media Operations
85711	10/17/2013	US BANK	VISA- AOL SERVICE	17.95	Media Operations
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	11.98	Media Operations
		Total Amount for 33 Line Item(s) from Media Operations		**$12,957.31**	

Non-Departmental

85622	10/16/2013	CALABASAS HIGH SCHOOL	TITLE I GRANT	52,501.00	Non-Departmental
85607	10/16/2013	A E WRIGHT MIDDLE SCHOOL PFC	TITLE I GRANT	33,749.00	Non-Departmental
85666	10/16/2013	LUPIN HILL SCHOOL PFC	TITLE I GRANT	32,250.00	Non-Departmental
85623	10/16/2013	CALABASAS HIGH SCHOOL	SCHOOL GRANT	24,000.00	Non-Departmental
85609	10/16/2013	A.C. STELLE MIDDLE SCHOOL PFC	TITLE I GRANT	17,250.00	Non-Departmental

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85610	10/16/2013	A.C. STELLE MIDDLE SCHOOL PFC	SCHOOL GRANT	17,000.00	Non-Departmental
85608	10/16/2013	A E WRIGHT MIDDLE SCHOOL PFC	SCHOOL GRANT	17,000.00	Non-Departmental
85617	10/16/2013	BAY LAUREL ELEMENTARY SCHOOL	TITLE I GRANT	14,250.00	Non-Departmental
85628	10/16/2013	CHAPARRAL PFC	SCHOOL GRANT	12,000.00	Non-Departmental
85667	10/16/2013	LUPIN HILL SCHOOL PFC	SCHOOL GRANT	12,000.00	Non-Departmental
85618	10/16/2013	BAY LAUREL ELEMENTARY SCHOOL	SCHOOL GRANT	12,000.00	Non-Departmental
85627	10/16/2013	CHAPARRAL PFC	TITLE I GRANT	6,000.00	Non-Departmental
85754	10/23/2013	NEOFUNDS BY NEOPOST	POSTAGE	4,000.00	Non-Departmental
85711	10/17/2013	US BANK	VISA- STORAGE ETC	1,815.00	Non-Departmental
85719	10/23/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	1,792.50	Non-Departmental
85643	10/16/2013	EMPLOYMENT DEVELOPMENT	UNEMPLOYMENT INSURANCE	1,512.00	Non-Departmental
85626	10/16/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	774.57	Non-Departmental
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	760.48	Non-Departmental
85789	10/30/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- CBB/MEQ	605.65	Non-Departmental
85719	10/23/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	525.15	Non-Departmental
85790	10/30/2013	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental
85625	10/16/2013	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental
85783	10/30/2013	ARROWHEAD	WATER SERVICE	326.54	Non-Departmental
85711	10/17/2013	US BANK	VISA- COSTCO	322.42	Non-Departmental
85711	10/17/2013	US BANK	VISA- COFFEE WHOLESALE USA	209.46	Non-Departmental
85711	10/17/2013	US BANK	VISA- COFFEE WHOLESALE USA	199.77	Non-Departmental
85711	10/17/2013	US BANK	VISA- SUPERIOR MOULDING	152.75	Non-Departmental
85793	10/30/2013	CR PRINT	BUSINESS CARDS	111.18	Non-Departmental
85711	10/17/2013	US BANK	VISA- RALPHS	92.82	Non-Departmental
85774	10/23/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	84.39	Non-Departmental
85711	10/17/2013	US BANK	VISA- KUERIG	58.04	Non-Departmental
85730	10/23/2013	FEDERAL EXPRESS CORP.	COURIER SERVICE	48.62	Non-Departmental
85711	10/17/2013	US BANK	VISA- SMART & FINAL	23.98	Non-Departmental
85633	10/16/2013	CONEJO AWARDS	NAME BADGES	13.98	Non-Departmental
		Total Amount for 34 Line Item(s) from Non-Departmental		**$264,277.49**	

Payroll

85676	10/16/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 13	10,107.11	Payroll
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	941.22	Payroll

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
		Total Amount for 2 Line Item(s) from Payroll		**$11,048.33**	
Police / Fire / Safety					
85745	10/23/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2013	334,670.12	Police / Fire / Safety
85745	10/23/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2013	15,104.67	Police / Fire / Safety
85805	10/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- VIEWPOINT	3,219.24	Police / Fire / Safety
85743	10/23/2013	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- SEP 2013	2,915.87	Police / Fire / Safety
85805	10/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- THE OAKS	1,747.60	Police / Fire / Safety
85805	10/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- PARK EST	911.79	Police / Fire / Safety
85805	10/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FUND RUN	763.61	Police / Fire / Safety
85805	10/30/2013	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINT	295.29	Police / Fire / Safety
85747	10/23/2013	LIFELOC TECHNOLOGIES, INC.	PAS UNIT MAINTENANCE	142.06	Police / Fire / Safety
		Total Amount for 9 Line Item(s) from Police / Fire / Safety		**$359,770.25**	
Public Safety & Emergency Preparedness					
85819	10/30/2013	PASSPORT HEALTH	FLU CLINIC SHOTS	15,360.00	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- MACKAY COMMUNICATION	142.80	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- COCO'S RESTAURANT	93.55	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- CESA-SC ANNUAL	70.00	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- FRANKLIN COVEY	67.43	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- STAPLES	56.64	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- STARBUCKS	27.90	Public Safety & Emergency Preparedness
85711	10/17/2013	US BANK	VISA- ABBY'S MILLSTONE	23.60	Public Safety & Emergency Preparedness
		Total Amount for 8 Line Item(s) from Public Safety & Emergency Preparedness		**$15,841.92**	
Public Works					
85624	10/16/2013	CALIFORNIA CIVIL ENGINEERING	STORM DRAIN REPAIRS	26,155.08	Public Works
85767	10/23/2013	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	16,372.24	Public Works
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,388.94	Public Works
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	15,388.94	Public Works
85740	10/23/2013	JOHN ZGRABLICH CONSTRUCTION	ASPHALT REPAIRS	13,150.00	Public Works
85655	10/16/2013	HTS, INC.	STORM DRAIN SERVICES	10,600.00	Public Works
85770	10/23/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	7,307.96	Public Works
85723	10/23/2013	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,678.21	Public Works

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85769	10/23/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,950.00	Public Works
85829	10/30/2013	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	2,324.58	Public Works
85756	10/23/2013	ORTIZ/JOEL//	CONSULTING SERVICES	2,240.00	Public Works
85817	10/30/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,680.00	Public Works
85830	10/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	1,500.00	Public Works
85657	10/16/2013	ISSAKHANI/MARINA//	ENVIRONMENTAL CONSULTING	1,440.00	Public Works
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,215.24	Public Works
85777	10/23/2013	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	1,120.00	Public Works
85791	10/30/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	1,016.20	Public Works
85755	10/23/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	1,000.00	Public Works
85791	10/30/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	740.37	Public Works
85830	10/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	713.00	Public Works
85682	10/16/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
85761	10/23/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
85823	10/30/2013	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
85755	10/23/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	575.00	Public Works
85836	10/30/2013	WILLDAN ASSOCIATES INC.	PUBLIC WORKS SERVICES	557.50	Public Works
85830	10/30/2013	VANDERGEEST LANDSCAPE CARE INC	LANDSCAPE MAINTENANCE	442.00	Public Works
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	415.00	Public Works
85755	10/23/2013	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	350.00	Public Works
85791	10/30/2013	COUNTY OF LOS ANGELES	CONTRACT SERVICES	342.31	Public Works
85611	10/16/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
85611	10/16/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
85611	10/16/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
85611	10/16/2013	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
85613	10/16/2013	ASCE MEMBERSHIP	MEMBERSHIP DUES-R YALDA	280.00	Public Works
85645	10/16/2013	FARASSATI/ALEX//	GIFT CERT-RECYCLE COLOR CONTST	250.00	Public Works
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	174.88	Public Works
85806	10/30/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	139.38	Public Works
85665	10/16/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	69.93	Public Works
85711	10/17/2013	US BANK	VISA- APWA	50.00	Public Works
85768	10/23/2013	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	43.50	Public Works
85804	10/30/2013	L.A. CO. REGISTRAR-RECORDER	RECORDING FEE- PROJ#12-15	11.00	Public Works
85744	10/23/2013	L.A. CO. REGISTRAR-RECORDER	RECORDING FEE- PROJ#13-15	3.00	Public Works
		Total Amount for 42 Line Item(s) from Public Works		**$135,935.54**	

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Recoverable / Refund / Liability					
85814	10/30/2013	MICHIEL ROOFING	CDBG RES REHAB- SACKS (RET)	920.00	Recoverable / Refund / Liability
85763	10/23/2013	SHIKHPOUR/MEHRANGIZ//	EMPLOYEE COMPUTER LOAN	744.38	Recoverable / Refund / Liability
85732	10/23/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 10/18/13	329.77	Recoverable / Refund / Liability
85646	10/16/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 10/04/13	325.31	Recoverable / Refund / Liability
85813	10/30/2013	MEYDANY/NIR//	REFUND RECOVERABLE PROJECT	246.88	Recoverable / Refund / Liability
85765	10/23/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 10/18/13	202.94	Recoverable / Refund / Liability
85681	10/16/2013	SAAVEDRA/ARMANDO//	ICMA REIMBURSEMENT	193.82	Recoverable / Refund / Liability
85733	10/23/2013	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 10/18/13	178.21	Recoverable / Refund / Liability
85652	10/16/2013	HAHAMY/RAVIT//	REFUND BUS PASSES	160.00	Recoverable / Refund / Liability
85734	10/23/2013	FRANKEL/JULIE//	RECREATION REFUND	145.00	Recoverable / Refund / Liability
85690	10/16/2013	STATE DISBURSMENT	WAGE GARNISHMENT- 10/04/13	112.42	Recoverable / Refund / Liability
85737	10/23/2013	GOODSIDE/ELLEN//	RECREATION REFUND	88.00	Recoverable / Refund / Liability
85639	10/16/2013	DECEMBER/NATHAN//	RECREATION REFUND	80.00	Recoverable / Refund / Liability
85679	10/16/2013	ROLIE-DECEMBER/JILL//	RECREATION REFUND	64.00	Recoverable / Refund / Liability
85808	10/30/2013	MADAEN/KHONGORZUL//	RECREATION REFUND	64.00	Recoverable / Refund / Liability
85684	10/16/2013	SCHWARTZ/BARBARA//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
85616	10/16/2013	BARSOOK/CORINNE//	RECREATION REFUND	37.00	Recoverable / Refund / Liability
85827	10/30/2013	TREIMAN/NINA//	RECREATION REFUND	35.00	Recoverable / Refund / Liability
85672	10/16/2013	MING/MYRA//	RECREATION REFUND	25.00	Recoverable / Refund / Liability
85650	10/16/2013	GRUSHOW/HERB//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
85662	10/16/2013	KOTAL/EDE//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
85696	10/16/2013	TROUP/CYNNIE//	RECREATION REFUND	20.00	Recoverable / Refund / Liability
85834	10/30/2013	WASSERMAN/MARLENE//	RECREATION REFUND	12.00	Recoverable / Refund / Liability
85766	10/23/2013	TORO ENTERPRISES, INC.	PARK SORRENTO MEDIAN CIRCLES	-637.73	Recoverable / Refund / Liability
		Total Amount for 24 Line Item(s) from Recoverable / Refund / Liability		**$3,446.00**	
Senior Center Construction					
85741	10/23/2013	JONES & JONES	SENIOR CENTER CONCEPT PHASE	1,720.00	Senior Center Construction
		Total Amount for 1 Line Item(s) from Senior Center Construction		**$1,720.00**	
Tennis & Swim Center					
85649	10/16/2013	GONZALES MASONRY	CONCRETE REPAIRS- T&SC	3,545.00	Tennis & Swim Center
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,767.32	Tennis & Swim Center
85689	10/16/2013	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	1,274.71	Tennis & Swim Center

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85638	10/16/2013	DEAN STEWART CONSTRUCTION	REPLACE SEAT BACK RESTS	1,250.00	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- DUNN EDWARDS	1,111.22	Tennis & Swim Center
85632	10/16/2013	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	955.84	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- 4IMPRINTS	928.91	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- KENDALL DRI-DEK	905.90	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- AMAZON.COM	785.19	Tennis & Swim Center
85701	10/16/2013	VIEWPOINT EDUCATIONAL	POOL RENTAL	652.50	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- NATIONAL GYM SUPPLY	617.88	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- HOME DEPOT	572.63	Tennis & Swim Center
85705	10/16/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	482.22	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- LAMPS PLUS	470.84	Tennis & Swim Center
85705	10/16/2013	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	429.53	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- PACIFIC APPLIANCE	420.96	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- MOSS COVERS	355.85	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- BUSY BODY FITNESS	318.05	Tennis & Swim Center
85693	10/16/2013	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	303.54	Tennis & Swim Center
85676	10/16/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 13	287.81	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- HOME DEPOT	287.30	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- OFFICE DEPOT	258.75	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- SHERWIN WILLIAMS	237.25	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- PATTERSON MEDICAL	183.78	Tennis & Swim Center
85676	10/16/2013	PREFERRED BENEFIT	VISION/DENTAL PREMIUM- OCT 13	104.83	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- LESLIES POOL SUPPLY	100.76	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- WAY FAIR	97.65	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- SPECIALTY FITNESS	95.92	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- SPORT CHALET	92.50	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- ADOLPH KIEFER	79.08	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- CONSTANT CONTACT	60.00	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- AED SUPERSTORE	58.59	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- ORCHARD SUPPLY	57.13	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- SHELL OIL	46.91	Tennis & Swim Center
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	34.02	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- HAY NEEDLE INC	32.66	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- CRAIGSLIST	25.00	Tennis & Swim Center
85671	10/16/2013	MILBRAND/KATHLEEN//	REIMB MILEAGE - SEP 2013	24.29	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- HOME DEPOT	23.96	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- RABI INC	21.48	Tennis & Swim Center

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85711	10/17/2013	US BANK	VISA- USTA	17.50	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- RALPHS	17.18	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- ACTIVE	15.00	Tennis & Swim Center
85635	10/16/2013	CSAC-EXCESS INSURANCE	EAP/OCT-DEC 2013	11.34	Tennis & Swim Center
85711	10/17/2013	US BANK	VISA- FEDEX OFFICE	10.86	Tennis & Swim Center
		Total Amount for 45 Line Item(s) from Tennis & Swim Center		**$19,429.64**	

Transportation

85820	10/30/2013	PCI	PAVEMENT STRIPING AND MARKING	36,286.52	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - SEP 2013	21,679.68	Transportation
85766	10/23/2013	TORO ENTERPRISES, INC.	PARK SORRENTO MEDIAN CIRCLES	12,754.70	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - SEP 2013	11,865.79	Transportation
85811	10/30/2013	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	6,600.00	Transportation
85668	10/16/2013	MALIBU CANYON SHELL	FUEL CHARGES- SEP 2013 (2/2)	5,489.68	Transportation
85809	10/30/2013	MALIBU CANYON SHELL	FUEL CHARGES- OCT 2013 (1/2)	4,905.04	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - SEP 2013	4,903.12	Transportation
85780	10/30/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,183.90	Transportation
85624	10/16/2013	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	3,866.98	Transportation
85714	10/23/2013	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	3,770.03	Transportation
85688	10/16/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,327.42	Transportation
85715	10/23/2013	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2013	2,964.78	Transportation
85807	10/30/2013	LAS VIRGENES UNIFIED SCHOOL	BEFORE & AFTER SCHOOL AIDES	2,374.20	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	2,248.81	Transportation
85760	10/23/2013	SAFE MOVES	SAFE ROUTES SCHOOL PROGRAM	1,900.00	Transportation
85824	10/30/2013	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,813.47	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	1,708.49	Transportation
85764	10/23/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	1,690.00	Transportation
85831	10/30/2013	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- CIP	1,250.67	Transportation
85792	10/30/2013	COUNTY OF MARIN\CAL-SLA	STREETLIGHT ASSESSMENT FY13/14	900.00	Transportation
85764	10/23/2013	SIEMENS INDUSTRY INC.	TRAFFIC SIGN MAINTENANCE	864.00	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- SEP 13	646.94	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - SEP 2013	624.62	Transportation
85661	10/16/2013	KOA CORPORATION	CALABASAS ON-CALL SERVICES	617.50	Transportation
85810	10/30/2013	MANERI SIGN, INC.	TRAFFIC SIGNS	490.50	Transportation
85751	10/23/2013	MV TRANSPORTATION, INC.	SHUTTLE SERVICES - SEP 2013	480.70	Transportation
85725	10/23/2013	CREATIVE BUS SALES	VEHICLE REPAIRS	462.00	Transportation

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
85746	10/23/2013	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	199.68	Transportation
85711	10/17/2013	US BANK	VISA- EXXON MOBIL	190.68	Transportation
85669	10/16/2013	MANERI SIGN, INC.	TRAFFIC SIGNS	166.78	Transportation
85669	10/16/2013	MANERI SIGN, INC.	TRAFFIC SIGNS	136.26	Transportation
85664	10/16/2013	LA DWP	METER SERVICE - TRAFFIC LIGHT	134.10	Transportation
85704	10/16/2013	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	129.66	Transportation
85711	10/17/2013	US BANK	VISA- SHELL OIL	56.35	Transportation
85711	10/17/2013	US BANK	VISA- SHELL OIL	52.00	Transportation
85711	10/17/2013	US BANK	VISA- CLEAN ENERGY	45.72	Transportation
85716	10/23/2013	ARC	COPY/PRINTING SERVICE	44.62	Transportation
85711	10/17/2013	US BANK	VISA- SHELL OIL	43.25	Transportation
85711	10/17/2013	US BANK	VISA- EXXON MOBIL	43.18	Transportation
85711	10/17/2013	US BANK	VISA- RABI INC	42.64	Transportation
85711	10/17/2013	US BANK	VISA- EXXON MOBIL	39.92	Transportation
85711	10/17/2013	US BANK	VISA- UNION 76	38.13	Transportation
85711	10/17/2013	US BANK	VISA- SHELL OIL	37.02	Transportation
85711	10/17/2013	US BANK	VISA- UNION 76	33.93	Transportation
85711	10/17/2013	US BANK	VISA- UNION 76	19.99	Transportation
85711	10/17/2013	US BANK	VISA- UNION 76	19.99	Transportation
85711	10/17/2013	US BANK	VISA- RITE AID	16.34	Transportation
85711	10/17/2013	US BANK	VISA- UNION 76	15.99	Transportation
85711	10/17/2013	US BANK	VISA- EXXON MOBIL	15.00	Transportation
85711	10/17/2013	US BANK	VISA- UNION 76	12.99	Transportation
85711	10/17/2013	US BANK	VISA- SHELL OIL	8.00	Transportation
85711	10/17/2013	US BANK	VISA- EXXON MOBIL	8.00	Transportation
		Total Amount for 53 Line Item(s) from Transportation		**$142,219.76**	
		GRAND TOTAL for 587 Line Items		**$1,368,612.87**	

FUTURE AGENDA ITEMS

Department	Agenda Headings	Agenda Title/Future Agenda

11-Dec

CD	New Business	Development Code Minor Fix Items
CD	New Business	Overview of CEQA process
PW	New Business	Stormwater permit quarterly update
MOD	New Business	Joining SCAN NATOA's comments on the FCC's Proposal to Remove Barriers to Wireless Infrastructure
CD	New Business	Craftman's Corner annexation resolution

Future Items:

Council	New Business	Council Protocols
CC	New Business	Contract reprocurement
CD	New Business	Horizon 55 – Final Map Approval
AS	Public Hearing	CDBG Grant Funding 1/22
PW	New Business	Bus/trolley weekend ridership
Various	New Business	City notification procedures and outreach
CC	Update	Dr. Daphna Gans update on senior issues
CD	Public Hearing	Fee schedule for scanning of documents
CC	New Business	Commissions' Ordinance updates
CC	New Business	Voter outreach program
PW	Presentation	Lost Hills project updates
PW	New Business	Stormwater permit quarterly update
PW	New Business	Park Sorrento Traffic Calming udpate
PW	New Business	Rodenticide public outreach via Environmental Commission
PW	Update	Bicycle Master Plan update

2013 CITY COUNCIL MEETING DATES

25-Dec - Cancelled