



CITY *of* CALABASAS

**CITY COUNCIL AGENDA
REGULAR MEETING - WEDNESDAY, NOVEMBER 14, 2012
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
Approval of Agenda

ANNOUNCEMENTS/INTRODUCTIONS – 7:05 P.M.

- Presentation to John J. Elginer, II in recognition of his generous toy donation to the Sheriff's Station Comfort Room.

ORAL COMMUNICATIONS - PUBLIC COMMENT – 7:15 P.M.

CONSENT ITEMS – 7:25 P.M.

1. [Approval of meeting minutes from October 24, 2012.](#)

2. [Recommendation to accept completion of the 2012 Annual Citywide Street Resurfacing Project, Specification NO. 11-12-01, by C.A. Rasmussen, Inc. and direct the City Clerk to file Notice of Completion.](#)
3. [Recommendation to accept completion of the Tennis Court Resurfacing Project at the Calabasas Tennis & Swim Center, Specification No. 11-12-04, by Taylor Tennis Courts, Inc. and direct the City Clerk to file Notice of Completion.](#)
4. [Recommendation to award a three-year Professional Services Agreement to Absolute Tree & Brush for annual Weed Abatement/Fuel Reduction for Fire Safety within the City of Calabasas in an amount not to exceed \\$401,706.12 per year plus annual Consumer Price Index \(CPI\) increases.](#)
5. [Recommendation to award Construction Contract for Mulholland Highway 2012 Overlay Project, Specification No. 12-13-01 to All American Asphalt.](#)

NEW BUSINESS – 7:35 P.M.

6. [Discussion on potential sites for a Senior Center and direction to staff to initiate conceptual design.](#)
7. [Update on Public Employees' Pension Reform Act \(PEPRA\) AB 340.](#)

PUBLIC HEARING – 8:15 P.M.

8. [A Resolution of the City Council of the City of Calabasas amending the 2030 General Plan by eliminating multi-family residential uses from the description for business-retail land use, and adding a definition of convalescent care facility to the glossary; and introduction of an ordinance to amend Chapter 17.11 of the Calabasas Municipal Code by eliminating multi-family residential, residential accessory uses, residential care homes, and senior residential housing, as a conditionally permitted uses in the commercial retail zoning district.](#)

INFORMATIONAL REPORTS – 8:40 P.M.

9. [Check Register for the period of October 16 to October 30, 2012.](#)

TASK FORCE REPORTS – 8:45 P.M.

CITY MANAGER'S REPORT – 8:50 P.M.

FUTURE AGENDA ITEMS – 8:52 P.M.

ADJOURN – 8: 55 P.M.

The City Council will adjourn in memory of Hazel Williams, mother of CTC Commissioner Candice Weber to their next regular meeting scheduled on Wednesday, November 28, 2012 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 assistance is provided.

**MINUTES OF A REGULAR MEETING OF
THE CITY COUNCIL OF THE CITY OF CALABASAS,
CALIFORNIA, HELD WEDNESDAY, OCTOBER 24, 2012**

Mayor Maurer called the meeting to order at 7:01 p.m. in the City Council Chambers, 100 Civic Center Way, Calabasas, California.

ROLL CALL Present: Mayor Maurer, Mayor pro Tem Gaines,
 Councilmembers Bozajian, Martin and Shapiro.
 Absent: None.
 Staff: Coroalles, Hall, Hernandez, Howard, Pankau,
 Parker, Rubin, Steller and Yalda.

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

APPROVAL OF AGENDA

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

ANNOUNCEMENTS/INTRODUCTIONS

- Presentation of Anqing, China Scrolls

Mr. Dennis Washburn presented commemorative scrolls and a letter from the Mayor of Sister City, Anging, China.

- Presentation to Joel M. Simon in recognition of being the recipient of the 2012 Fernando Award.

Mayor Maurer presented Mr. Simon with a Proclamation in recognition of his 2012 Fernando Award. Mr. Simon expressed appreciation for this recognition.

Members of the Council congratulated Mr. Simon on his accomplishments. Mr. Simon expressed appreciation for this recognition.

Mayor Maurer presented Mrs. Low with a Certificate of Adjournment and announced that the meeting will be adjourned in memory of her husband Mr. John Palmer Low, Jr.

Members of the Council extended appreciation and condolences to Mrs. Low.

Councilmember Shapiro announced a memorial service scheduled for Mr. Low on Sunday, October 28 at the Peter Strauss Ranch in Agoura Hills. He also announced the Trick or Truck event at the Agoura Hills/Calabasas Community Center on October 31, from 5-7 p.m. He extended appreciation to staff for the wonderful Calabasas Pumpkin Festival on October 20-21. He further announced the Calabasas High School Football Team Golf Tournament at Los Robles Golf Course.

Councilmember Martin announced via sign language the availability of closed captioning for City Council meetings.

Mayor pro Tem Gaines also expressed appreciation to staff and the Chamber of Commerce on an amazing Pumpkin Festival. He reminded everyone to drive cautiously on Halloween. He announced the Calabasas High School Charley's Aunt Play on November 13-17. He invited everyone to the Calabasas High vs. Agoura High football game on Friday, October 26. He further announced a Veterans' Day event on Friday, November 9, at 4 p.m., at Founders' Hall. He encouraged everyone to vote on the Presidential Election scheduled on November 6 and to watch election results on a CTV show on Saturday, November 10, hosted by him and Councilmember Bozajian. He also announced the last emergency preparedness program at Chaparral Elementary School on Thursday, October 25, at 7 p.m. He announced the resignation of Justin Slaten from the Communication and Technology Commission. He expressed appreciation to Calabasas High School students for an amazing video created for Kevin Cordasco.

Councilmember Bozajian also extended appreciation to staff for the wonderful job on the Pumpkin Festival. He wished everyone a happy Halloween.

Mayor Maurer also expressed appreciation to staff and Chamber of Commerce volunteers for their work on the Pumpkin Festival. She announced the first annual "Food Drive-Thru" event on November 17-18, at the Calabasas Commons, hosted by Cub Scout Pack 333 and some Girl Scout Troops. She also announced a drive-thru, free flu clinic on Saturday, October 27 from 8 a.m. to 12:00 p.m., at Founders' Hall. She further announced a vacancy on the Historic Preservation Commission.

ORAL COMMUNICATIONS - PUBLIC COMMENT

The following individuals spoke during public comment: Jeff Rudner, Nina Rawlinson, Joe Spano, Jody Thomas and Bruce Boyer.

CONSENT ITEMS

1. Approval of meeting minutes from October 10, 2012.

2. Authorization to approve a notice of completion for specification 07-08-12, weed abatement/fuel reduction for fire safety within the City of Calabasas.
3. Recommendation to approve the appointment of Lesli L. Kraut by Mayor pro tem Gaines to the Parks, Recreation & Education Commission, term ending March 31, 2013.

Councilmember Shapiro moved, Mayor pro Tem Gaines seconded to approve all items on the Consent Calendar. MOTION carried 5/0.

Mayor pro Tem Gaines introduced Ms. Lesli L. Kraut as the new member to the Parks, Recreation & Education Commission. Ms. Kraut expressed appreciation for this appointment.

NEW BUSINESS

4. Establishment of a Senior Task Force and nomination by Mayor Maurer of herself and Councilmember Shapiro as members.

The following spoke on Item No. 4: Sue Somberg, Lois Julien, Carol Davis and Charlotte Meyer.

Mayor pro Tem Gaines moved, Councilmember Martin seconded to approve the establishment of a Senior Task Force and appoint Mayor Maurer and Councilmember Shapiro as members. MOTION carried 5/0.

5. Overview on diversion methodology and recycling.

Laith Ezzet and Debbie Morris of HF&H Consultants, LLC provided an overview on the City's solid waste diversion.

Following extensive discussion, direction was provided to staff.

INFORMATIONAL REPORTS

6. Check Register for the period of October 3 through October 10, 2012.

No action was taken on this item.

TASK FORCE REPORTS

None.

CITY MANAGER'S REPORT

None.

FUTURE AGENDA ITEMS

Mayor Maurer requested an update via the Environmental Commission on electric vehicle charging stations.

Mayor pro Tem Gaines expressed appreciation for the addition of closed captioning.

ADJOURN

Councilmember Shapiro moved, seconded by Councilmember Martin, to adjourn the meeting in memory of John Palmer Low, Jr. at 9:14 p.m. to the next regular meeting to be held on Wednesday, November 14, 2012 at 7:00 p.m.

Maricela Hernandez, MMC
City Clerk



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 24, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P. E., T. E., PUBLIC WORKS DIRECTOR/ CITY ENGINEER

 **TATIANA HOLDEN, ASSOCIATE CIVIL ENGINEER**

SUBJECT: RECOMMENDATION TO ACCEPT COMPLETION OF THE 2012 ANNUAL CITYWIDE STREET RESURFACING PROJECT, SPECIFICATION NO. 11-12-01, BY C.A. RASMUSSEN, INC. AND TO DIRECT THE CITY CLERK TO FILE NOTICE OF COMPLETION.

MEETING NOVEMBER 14, 2012
DATE:

SUMMARY RECOMMENDATION:

Staff recommends that Council accept the 2012 Annual Citywide Street Resurfacing Project, performed by C.A. Rasmussen, Inc., as complete; direct the City Clerk to file for Notice of Completion with the Los Angeles County Clerk and direct staff to release five percent retention withheld from each progress payment to the contractor following the expiration of 35 days from the date of recordation of the Notice of Completion.

BACKGROUND:

On April 25, 2012, the City Council awarded the above-referenced project to C.A. Rasmussen, Inc. for the 2012 Annual Citywide Street Resurfacing Project through an inviting public sealed bid process. The successful candidate, C.A. Rasmussen, Inc., a responsive and responsible bidder, was awarded the contract.

All residential streets of Deer Springs neighborhood were resurfaced with rubberized asphalt. Besides resurfacing, the project included installation of ADA sidewalk ramps and asphalt speed humps in the area, as needed.

The contractor also completed the rubberized overlay of the intersection at Mulholland Highway and Eddingham Avenue under a contract change order.

DISCUSSION/ANALYSIS:

Work on the 2012 Annual Citywide Street Resurfacing Project commenced in June 2012 and was completed in September 2012. The project was completed to the satisfaction of the contract documents.

FISCAL IMPACT/SOURCE OF FUNDING:

The construction contract was awarded in the amount of \$536,129.22; additionally, the cost of quality control and material testing services in the amount of \$35,000.00 was programmed for the project. The total appropriations to cover costs associated with this project were made to account number 40-319-6502-12 in the amount of \$571,129.22. The final total cost of construction and material testing, including the change order items, legal advertising and printing expenses, is \$582,874.05.

REQUESTED ACTION:

Staff recommends that Council:

1. Accept completion of the 2012 Annual Citywide Street Resurfacing project, Specification No. 11-12-01, as completed by C.A. Rasmussen Inc.;
2. Direct the City Clerk to file the attached Notice of Completion with the Los Angeles County Clerk;
3. Direct staff to release five percent retention withheld from each progress payment to the contractor following the expiration of 35 days from the date of recordation of the Notice of Completion.

ATTACHMENTS:

Exhibit A: Notice of Completion

WHEN RECORDED MAIL TO:

City of Calabasas
City Clerk's Office
100 Civic Center Way
Calabasas, CA 91302

Exempt from Recording Fees pursuant to
Govt. Code Section 27383 - Benefits City

Space Above This Line For Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Calabasas, a municipal corporation, is the owner in fee of a certain public improvement known as: 2012 Annual Citywide Street Resurfacing Project.
2. The City's address is: 100 Civic Center Way, Calabasas, California 91302.
3. The general location of said improvement is: Publics Streets in City's Right-of-Way.
4. On April 25, 2012 a contract of said public improvement was awarded to: C.A. Rasmussen, Inc., 28548 Livingston Avenue, Valencia, CA 91355-4171.
5. Work under said contract was completed on September 28th, 2012 to the satisfaction of the City Engineer, and was accepted by the City.

State of California)
 County of Los Angeles) §
 City of Calabasas)

I have read the foregoing Notice of Completion and know its contents. I am the City Clerk of the City of Calabasas and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Maricela Hernandez, MMC
 City Clerk
 City of Calabasas

 Date



CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 5, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR

SUBJECT: RECOMMENDATION TO ACCEPT COMPLETION OF THE TENNIS COURT RESURFACING PROJECT AT THE CALABASAS TENNIS & SWIM CENTER, SPECIFICATION NO. 11-12-04 BY TAYLOR TENNIS COURTS INC.; AND DIRECT THE CITY CLERK TO FILE THE NOTICE OF COMPLETION.

MEETING DATE: NOVEMBER 14, 2012

SUMMARY RECOMMENDATION:

Staff recommends that City Council accept the tennis court resurfacing project at the Calabasas Tennis & Swim Center, performed by Taylor Tennis Courts Inc., as complete and direct the City Clerk to file for Notice of Completion with the Los Angeles County Clerk.

BACKGROUND:

On August 8, 2012, the City Council awarded the above-referenced project to Taylor Tennis Courts Inc., a court building business since 1979, specializing primarily in building and resurfacing tennis courts.

DISCUSSION/ANALYSIS:

Work on the project commenced in August 2012 and was completed in October 2012. Taylor Tennis Courts Inc. resurfaced fifteen tennis courts at the Center, repairing all deterioration and cracks in the concrete that had resulted in the five years since the courts were last resurfaced.

FISCAL IMPACT/SOURCE OF FUNDING:

\$56,175 paid from account #50-522-6501, this account is the joint CIP account for the City and Top Seed Tennis Academy.

REQUESTED ACTION:

Staff requests that City Council accept the tennis court resurfacing project at the Calabasas Tennis & Swim Center, performed by Taylor Tennis Courts Inc., as complete and direct the City Clerk to file for Notice of Completion with the Los Angeles County Clerk.

ATTACHMENTS:

A: Notice of Completion.

WHEN RECORDED MAIL TO:

City of Calabasas
City Clerk's Office
100 Civic Center Way
Calabasas, CA 91302

Exempt from Recording Fees pursuant to
Govt. Code Section 27383 - Benefits City

Space Above This Line For Recorder's Use

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. The City of Calabasas, a municipal corporation, is the owner in fee of a certain public improvement known as: Tennis Court Resurfacing Project.
2. The City's address is: 100 Civic Center Way, Calabasas, California 91302.
3. The general location of said improvement is: Calabasas Tennis & Swim Center.
4. On August 8, 2012, a contract of said public improvement was awarded to: Taylor Tennis Courts, Inc.
5. Work under said contract was completed in October 2012 to the satisfaction of the Community Services Director, and was accepted by the City.

State of California)
 County of Los Angeles) §
 City of Calabasas)

I have read the foregoing Notice of Completion and know its contents. I am the City Clerk of the City of Calabasas and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

 Maricela Hernandez, MMC
 City Clerk
 City of Calabasas

 Date





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 14, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUBJECT: RECOMMENDATION TO AWARD A THREE YEAR PROFESSIONAL SERVICES AGREEMENT TO ABSOLUTE TREE & BRUSH FOR ANNUAL WEED ABATEMENT / FUEL REDUCTION FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS IN AN AMOUNT NOT TO EXCEED \$401.706.12 PER YEAR PLUS ANNUAL CONSUMER PRICE INDEX (CPI) INCREASES

MEETING DATE: NOVEMBER 14, 2012

SUMMARY RECOMMENDATION:

Recommendation to award a three year professional services agreement to Absolute Tree & Brush for Annual Weed Abatement / Fuel Reduction for Fire Safety within the City of Calabasas, in an amount not to exceed \$401.706.12 per year plus annual Consumer Price Index (CPI) increases.

BACKGROUND:

The City's prior weed abatement contract was for two (2) years with three one-year contract extensions, for a total period of five years; this contract was completed July 2012. The contractor was Absolute Tree & Brush.

This new contract will be a three (3) year contract with the possibility of two (2) one-year extensions. To prepare proposal documents, staff hired Willdan

Engineering to assist with writing the Request for Qualifications/Proposal documents, project bid schedules, and work area maps. Willdan staff also participated in the interview evaluation process.

DISCUSSION/ANALYSIS:

The City of Calabasas is located in a Very High Fire Hazard Severity Zone (VHFHSZ). To meet the County of Los Angeles' current fire code requirement of clearing weeds and brush to two hundred feet (200) ft. from permanent structures, the City is responsible for the annual weed abatement/brush clearance of certain designated areas of City open space parcels, City Parks, certain designated public roadways, and certain designated common areas located within Landscape Maintenance District 22 (LMD 22) and Landscape Lighting Act Districts 22 and 24 (LLAD 22 & 24).

At this time the City is responsible to abate approximately 388 acres:

- City Open Space Parcels: 63 acres
- City Parks: 33 acres
- LLAD 22: 282 acres
- LMD 22: 2 acres (a public hiking trail located within this District)
- LLAD 24: 8 acres

The City attorney has determined it appropriate to classify the annual weed abatement/fuel reduction project as maintenance work, not as a capital improvement project. Therefore, this project qualified to be advertised as an RFQ/P project, which does not require a public bid process. Consequently the City is not required to award the contract on the basis of the lowest bid, but will make an award in the best interest of the City and within available budgets after all factors have been evaluated.

The project was broken into two sections: Contract 1: Public Works Open Space Parcels and City Parks; and, Contract 2: LMD 22, LLAD 22, and LLAD 24.

On September 8, 2012 the project was advertised; four proposals were received. Upon review of the proposals, one was found to be incomplete and was deemed to be non-responsive.

The Proposers were:

Absolute Tree & Brush	\$ 401,706.12	
Four Seasons Gardening & Landscape	\$1,080,949.04	(Non-responsive)
Mariposa Landscapes, Inc.	\$ 366,207.07	
Pepo Weed Abatement, Inc.	\$ 425,385.00	

Interviews were held with the three responsive contractors. Based on the Proposer's responses to the RFQ/P and the interview process, the evaluation committee recommends the contracts be awarded to Absolute Tree & Brush. This company was determined to be the best qualified and experienced candidate.

Absolute Tree & Brush has been the City's weed abatement contractor in the past and has an excellent work and safety record. The contractor has a productive relationship with both City staff and members of the community. Over the years the City has received verbal communication and/or letters from community residents, County fire department personnel, and the Los Angeles County weed abatement inspector expressing their appreciation of this contractor's work product and his continuing interest in the safety of the community.

FISCAL IMPACT/SOURCE OF FUNDING:

Budgeted monies from the following funds will be utilized for this work.

Fund 10: Division 321: General Landscape Maintenance

Fund 21: Division 326: LMD 22: Common Benefit Areas

Fund 22: Division 322: LMD 22: Landscape Maintenance District 22

Fund 24: Division 324: LMD 24: Landscape Maintenance District 24

During any or all years of this contract, based on weather and plant growth conditions, and the acquisition of City open space parcels or construction of permanent structures, there may be required extra work. Because of this, Contract Change Orders for additional funding may be required.

Staff requests funding be approved and the budget be adjusted accordingly.

REQUESTED ACTION:

Move to award a three year professional services agreement to Absolute Tree & Brush for Annual Weed Abatement / Fuel Reduction for Fire Safety within the City of Calabasas, in an amount not to exceed \$401,706.12 per year plus annual Consumer Price Index (CPI) increases.

ATTACHMENTS: RFP Document, Including Work Area Maps
Professional Services Agreement



CITY of CALABASAS

**REQUEST
FOR QUALIFICATIONS / PROPOSALS**

FOR

**WEED ABATEMENT/FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

(3-YEAR CONTRACT)

**DATE OF ISSUANCE:
SEPTEMBER 24, 2012**

**CITY OF CALABASAS, CA
PUBLIC WORKS DEPARTMENT
100 CIVIC CENTER WAY
CALABASAS, CA 91302**

PREPARED BY:

JOHN J. HIDALGO, RLA
WILLDAN ENGINEERING
13191 CROSSROADS PARKWAY NORTH, SUITE 405
INDUSTRY, CALIFORNIA 91746-3443

REVIEWED BY:

STEVE BALL, LANDSCAPE MANAGER

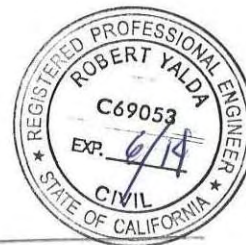
AND

PREPARED FOR:

CITY OF CALABASAS
PUBLIC WORKS DEPARTMENT
100 CIVIC CENTER WAY
CALABASAS, CALIFORNIA 91302

APPROVED FOR
CONSTRUCTION:

ROBERT YALDA, P.E., T.E.
PUBLIC WORKS DIRECTOR / CITY ENGINEER



CITY OF CALABASAS

NOTICE REQUEST FOR QUALIFICATIONS / PROPOSALS WEED ABATEMENT/FUEL REDUCTION FOR FIRE SAFETY WITHIN THE CITY OF CALABASAS, CA

Notice is hereby given that sealed qualifications / proposals will be accepted by the City of Calabasas, Public Works Department, up to the end of the business day (5:30 PM) on Monday, October 8, 2012. The weed abatement contractor shall furnish all labor, materials and work necessary to perform weed abatement / fuel reduction to all noted areas within the City of Calabasas, Ca.

This RFQ/P comprises the complete Weed Abatement areas throughout the City of Calabasas, including maps and square footages of all areas to be abated.

Interested parties can find the pertinent RFQ/P documents and associated appendiz documents on the city's website at: www.cityofcalabasas.com.

Proposals shall be delivered to the City Clerk and addressed to:

City of Calabasas
ATTN: CITY CLERK
Public Works Department
Landscape Manager
100 Civic Center Way
Calabasas, Ca 91302

Proposals shall be submitted to the City Clerk, along with all support documentation, and shall be plainly marked on the outside of the envelope, **Annual Weed Abatement / Fuel Reduction for Fire Safety**. Proposals not received by Monday, October 8, 2012 5:30 PM, will be considered non-responsive and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered. Proposals postmarked prior to the submittal deadline, but received after the deadline will be considered non-responsive and will be returned unopened.

September 24, 2012
CITY CLERK

**ANNUAL WEED ABATEMENT / FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

(3-YEAR CONTRACT)

SPRING 2013

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**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

**REQUEST FOR PROPOSAL FOR PROFESSIONAL WEED ABATEMENT SERVICES
WITHIN THE CITY OF CALABASAS, CA**

SECTION A

I. BACKGROUND INFORMATION / PURPOSE

The City of Calabasas is located in northern Los Angeles County and consists of 12.9 square miles of incorporated area. The City population, based on 2010 data, is approximately 23,058. The City is a general law City operating under the Council/Manager form of government. The City council is comprised of five members elected at large for overlapping terms, with one member serving as Mayor on an annual basis.

The purpose of this contract is to provide a detailed service of weed abatement needs to the City. The City of Calabasas is located in a Very High Fire Hazard Severity Zone (VHFHSZ). To meet the County of Los Angeles' current fire code requirement of clearing weeds and brush to two hundred feet (200) Ft. from permanent structures, the City is responsible for the annual weed abatement/brush clearance of certain designated areas of City open space parcels, certain City parks, certain designated public City roadways, and certain designated common areas located within Landscape Maintenance District 22 (LMD 22) and Landscape Lighting Act Districts 22 and 24 (LLAD 22 & 24).

Finally, the City is responsible for selecting and procuring a contractor or contractors for this contract. These contract documents will include instructions and specific parameters for this RFQ/P described below so that a contractor or contractors may be selected to meet the January 2013 effective contract start date.

II. PROJECT DESCRIPTION

The City of Calabasas would like to retain the services of a qualified Weed Abatement Company or companies to perform weed abatement / fuel reduction work throughout the City. The respective areas of weed abatement consist of the following areas; (1) City open space, (2) City parks, (3) City roadways, (4) LMD 22 open space, (5) LLAD 22 Homeowner's Associations, and (6) LLAD 24 Homeowner's Associations. See herein this RFQ/P for scope of work and support material. **The work mentioned herein is divided into two contract areas.**

III. PROPOSAL REQUIREMENTS AND EVALUATION OF PROSPECTIVE WEED ABATEMENT COMPANIES

Each prospective Weed Abatement Company interested in this project shall meet all the of the requirements, terms and conditions specified herein. By its proposal submittal, each prospective Weed Abatement Company submitting a proposal acknowledges agreement with the acceptance of all provisions of the RFQ/P. Work Areas may be added or removed throughout the duration of the contract, at the sole discretion of the City.

In accordance with the provisions of California Public Contract Code Section 3300, and Business and Professions Code Section 7028,15(e), the City has determined that the prospective Weed Abatement Company(s) proposing on this project shall possess a valid **C-27 or D-49** Contractor's license at the time the proposal is submitted. Failure to possess the specified license classifications shall render the proposal non-responsive and it will be returned to prospective Weed Abatement Company.

Each proposal shall include the following:

- A. Introduction and Cover Letter: Provide a cover letter describing your interest in this RFQ/P.
 - 1. Provide the legal name, address, phone number, fax number, and email address of each contact person.
 - 2. If your company is subcontracting portions of this work, it can only be for specialty service for poison oak eradication, Pest Control Advisor, or Certified Arborist services. Please list the companies you will be working with on the forms provided herein. In addition, indicate the tasks that will be subcontracted to each company and how any subcontract work will be managed and checked for quality control. **The function of weed abatement itself may not be subcontracted out.**
- B. Explanation of how Proposer will perform the work.

Proposal must describe in exact detail how the scope of work within this RFQ/P will be accomplished, and may provide additional related information with the proposal. The proposal should be presented in a format that corresponds to, and references, the various sections contained within the Scope of Work and should be presented in the same order. Responses to each section should be clear and organized.

If complete responses cannot be provided without referencing support documentation or examples, Proposer shall provide such documentation to explain the circumstance being described. Proposals which appear unrealistic in the terms of technical commitments, explanation, competence, and/or present a misunderstanding of the magnitude of work required herein will be subject to the proposal being rejected.

C. Tentative Work Schedule.

The proposal shall contain a tentative work schedule demonstrating that the Weed Abatement Company proposing on this project has read and understood the magnitude of the work herein that is required.

D. Estimated Hours.

The proposal shall contain an hourly breakdown of estimated hours it will take to perform the required work in each of the contract areas.

E. Proposer's Qualifications.

Proposer shall include, on the forms provided herein, examples of work that is comparable in size and magnitude as well as expectations of this RFQ/P.
(See **EXPERIENCE STATEMENT SHEET** on page 36)

F. Company Background.

Each Weed Abatement Company shall be skilled and regularly engaged in the type of work that is described in this RFQ/P. The Weed Abatement Company's experience and structure shall be described as follows:
(See **COMPANY INFORMATION SHEET** on page 32)

1. Company ownership. If incorporated, the state in which the company is incorporated, type of corporation, corporate number, and the date of incorporation.
2. Location of company offices, yards, and equipment storage facilities.
3. Number of employees, both locally and nationally, including each employee's years of employment with the company and title (if applicable).
4. Locations from which employees will be assigned.
5. Name, address, email address, and telephone number of the Weed Abatement Company's point of contact for this project.
6. Company background/history and why the Weed Abatement Company is qualified to provide the services and requirements described herein.
7. Length of time the Weed Abatement Company has been providing the services as described within this RFQ/P (Please provide a brief description in timeline form).

8. Key staff that will be responsible for this project that will be able to make decisions for the management and performance required within this RFQ/P.

G. Negative History.

The proposal shall contain a complete disclosure of any alleged significant prior and/or ongoing contract deficiencies and/or failures, any civil or criminal litigation or investigation pending which involves the Weed Abatement Company or in which the Weed Abatement Company has been judged guilty or liable within the last 5 years of providing this type of work on the forms provided herein.
(See **COMPANY INFORMATION SHEET** on page 32)

If no negative history information exists, the Weed Abatement Company shall state that there is no negative history to disclose.

Failure to comply with the terms of this provision will disqualify any proposal if it is found that negative history exists when it is stated that none does exist.

The City reserves the right to reject any proposal based upon the Weed Abatement Company's prior history with the City or any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failures to meet contract milestones or other contractual failures.

H. Client References.

The Weed Abatement Company proposing on this RFQ/P shall include up to three references of similar projects in magnitude and requirements that have been performed within the last three (3) years. Information provided shall be filled in on the forms provided herein.
(See **EXPERIENCE STATEMENT SHEET** on page 36)

I. Compensation.

Invoicing shall be based on the total unit price costs bid for each work area and unit price for additional work and shall be submitted upon completion and approval of each work area.

J. Additional Support Information.

The Weed Abatement Company may submit additional information that would benefit that company's chance of being selected. All submitted information, requested and voluntary will be taken into account and used to help in the selection process.

K. Documents to be Returned with this Proposal.

Failure to completely execute and submit the required documents as specified herein before the submittal deadline will render a proposal non-responsive.

Proposal Review Process and Award of Contract:

Proposals will be evaluated by a selection committee.

A selection committee will review and evaluate all accepted proposals and may conduct oral presentations or a combination of both, unless otherwise indicated in this solicitation. The selection committee will have only the response to this solicitation to review for selection of finalists and, therefore, it is important that Contractors emphasize specific information considered pertinent to the services to be provided.

The composition of the selection committee will be comprised of an Independent Consultant under City contract, along with the City's Landscape Manager and other City staff. The committee will evaluate all proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon the order of importance. The criteria listed below are not in any order of importance. Weight factors and evaluation scores will not be released. The City is not obligated to accept the lowest bid proposal, but will make an award in the best interest of the City and within available budgets after all factors have been evaluated.

The City reserves the right to further negotiate the proposed work scope and/or method and amount of compensation.

The Weed Abatement Companies that successfully satisfy the proposal requirements will be called in for formal interviews and presentations.

The Criteria for the formal interview process will be as follows:

- a. Understanding the complete scope of work required.
- b. Proposed approach in completing the work on-time and within budget.
- c. Quality, clarity and responsiveness of the proposal.
- d. Qualifications and availability of key personnel to be assigned to the contact resulting from this proposal (this key personnel should be present at the interview).
- e. Number of years experience the Weed Abatement Company has with contracts of similar size.
- f. Experience performing comparable work and/or delivery of comparable goods.

- g. Demonstration of competence, meaning experience performing work and/or delivery of comparable service.
- h. Proposed Costs and support information.
- i. Financial stability.
- j. Completeness / thoroughness of the response to the terms of the RFQ/P.

The Review Committee may also contact and evaluate the Weed Abatement Company's references including subcontractor's references, contact any supplier named, and perform a background check of the proposing Weed Abatement Company.

Proposal Submission Deadline: October 8, 2012, at 5:30 PM.
 Number of support documentation copies: Three (3) Minimum

Mail submission to: City of Calabasas
 Attention: **CITY CLERK**
 Public Works Department
 Landscape Manager
 100 Civic Center Way
 Calabasas, CA 91302

Page Limit: None
 Completed project references (including contact names and phone numbers): 3 required, no maximum

NOTE: This Proposal is for a Public Works Service Contract(s) and not a construction for bid contract.

The term of the Agreement shall be for three (3) years. The City, at its sole discretion, shall have the option to renew the contract based upon the terms and conditions as provided in the Agreement, subject to price modifications that have been agreed upon by the City and Contractor(s) pursuant to the provisions of these Specifications.

IV. SCOPE OF WORK

The selected weed abatement company or companies shall weed abate all designated parcels, open spaces, slopes, and roadsides described herein and per the attached Appendices. Abatement methods shall be as described herein.

At no time during the work will discing and/or use of chemicals be permitted. All abatement shall include removal and disposal as described herein.

In conclusion, the City of Calabasas looks forward to reviewing prospective weed abatement company's information, selecting up to two qualified weed abatement companies, and moving forward with this project.

SECTION B

CITY OF CALABASAS WEED ABATEMENT SERVICES CONTRACT JANUARY 2013

I. INSPECTION OF SITE WORK

In preparing proposals, prospective Weed Abatement Companies are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, the locations of the proposed work, including access points, and as to the actual conditions of and at the site of work. If, during the course of his/her examination, the weed abatement company(s) find facts or conditions which appear to him/her to conflict with the letter or spirit of this RFQ/P document, or with any other data furnished him/her, he/she may forward these concerns to the City in writing. The City will review such concerns and issue an addendum to all proposers if an addendum is necessary. All such addenda shall become part of this proposal. **Questions regarding this RFQ/P must be submitted no later than five calendar days prior to submission deadline. Oral questions will not be responded to.**

SECTION C
CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013

PROPOSAL INFORMATION AND DOCUMENTS

PROFESSIONAL SERVICES AGREEMENT

FAITHFUL PERFORMANCE BOND

PAYMENT BOND

MAINTENANCE BOND

NON-COLLUSION AFFIDAVIT

STATEMENT REGARDING INSURANCE COVERAGE

**STATEMENT REGARDING THE CONTRACTOR'S
LICENSING LAWS**

WORKERS COMPENSATION INSURANCE CERTIFICATE

COMPANY INFORMATION

EMERGENCY INFORMATION

EXPERIENCE STATEMENT

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

COST-BREAKDOWN SCHEDULES

UNIT PRICE LIST

**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(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 in Sections A and B 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 in Section C 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.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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Weed Abatement/Fuel Reduction for Fire Safety

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

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

6.4 This Agreement is further subject to the provisions of Article 1.7 (commencing at

Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant, may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent

if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

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

and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

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

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

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

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor.

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Weed Abatement/Fuel Reduction for Fire Safety

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this

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Weed Abatement/Fuel Reduction for Fire Safety

Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this

Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities with respect to this Agreement.

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: **Public Works Landscape Manager**
Telephone: (818) 224-1600
Facsimile: (818) 225-7338

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, medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in

Professional Services Agreement
Providing for Payment of Prevailing Wages
City of Calabasas/Name of Consultant
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writing.

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

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

19 **PREVAILING WAGES**

- 19.1 To the extent that the estimated amount of this Agreement exceeds \$1,000, this Agreement is subject to prevailing wage law, including, but not limited to, the following:
- 19.1.1 The Consultant shall pay the prevailing wage rates for all work performed under the Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Consultant shall pay the wage rate of the craft or classification most closely related to the omitted classification. The Consultant shall forfeit as a penalty to City \$50.00 or any greater penalty provided in the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under the Agreement employed in the execution of the work by Consultant or by any subcontractor of Consultant in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Consultant.
- 19.1.2 Consultant shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Consultant is responsible for compliance with Section 1777.5 by all of its subcontractors.

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

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

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

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City of Calabasas/Name of Consultant
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TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Calabasas

“Consultant”
Name of Company or Individual

By: _____
Name, Title

By: _____
Name, Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____
Co-Authorized Signer, Level of Officer

Date: _____

Attest:

By: _____
Maricela Hernandez, MMC
City Clerk

Date: _____

Approved as to form:

By: _____
Scott H. Howard, Interim City Attorney

Professional Services Agreement
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City of Calabasas/Name of Consultant
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FAITHFUL PERFORMANCE BOND

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

KNOW ALL MEN BY THESE PRESENTS that _____, as CONTRACTOR and _____, a SURETY, are held and firmly bound unto the City of Calabasas, as AGENCY, in the penal sum of _____ Dollars (\$ _____), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

CONTRACTOR* _____

SURETY* _____

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

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

Professional Services Agreement
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PAYMENT BOND

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

WHEREAS, the City of Calabasas, as AGENCY has awarded to, as CONTRACTOR, a contract for the above stated project.

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

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

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

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

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

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

Contractor* _____

Surety* _____

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

State of California)

County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

Professional Services Agreement
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City of Calabasas/*Name of Consultant*
Weed Abatement/Fuel Reduction for Fire Safety

MAINTENANCE BOND

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to _____, as CONTRACTOR, a contract for the above stated project.

AND WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of _____ Dollars (\$ _____), which is fifty percent (50%) of the total contract amount for the above stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under said contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said SURETY will pay a reasonable attorneys fee to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

CONTRACTOR* _____

SURETY* _____

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

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

(EXECUTE IN DUPLICATE)

Professional Services Agreement
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NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY THE WEED ABATEMENT COMPANY AND SUBMITTED WITH THE COST PROPOSAL

State of California)
) ss.
County of)

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

I certify under penalty of perjury that the above information is correct

By: _____ Title: _____

Date: _____

State of California)
County of _____)

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20__, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary Public) (Notary Seal)

STATEMENT REGARDING INSURANCE COVERAGE

The undersigned representative of Weed Abatement Company hereby certifies that he/she has reviewed the insurance coverage requirements specified in **7-3 LIABILITY INSURANCE** of Section E, Standard Specifications. Should Proposer be awarded the contract for the work, the undersigned further certifies that Proposer can meet all of these specification requirements for insurance, including insurance coverage of his/her subcontractors.

NAME OF Weed Abatement Company: _____

MAILING ADDRESS: _____

AUTHORIZED SIGNATURE:

TITLE: _____

DATE: _____

STATEMENT REGARDING THE CONTRACTOR'S LICENSING LAWS

[Business & Professions Code § 7028.15]
[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below:

Business & Professions Code § 7028.15:

- a) **It is a misdemeanor for any person to submit a proposal to a public agency to engage in the business or to act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:**
 - (1) The person is particularly exempted from this chapter.
 - (2) The proposal is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

- b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of twenty percent (20%) of the price of the contract under which the unlicensed person performed contracting work, or Four Thousand Five Hundred Dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than ten (10) days nor more than six (6) months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

- c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a proposal as a joint venture, each person submitting the proposal shall be subject to this section with respect to his/her individual licenser.

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- d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.
- e) Unless one of the foregoing exceptions applies, a proposal submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered nonresponsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the Contractor was properly licensed when the Contractor submitted the proposal. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. **Any contract awarded to, or any purchase order issued to, a Contractor who is not licensed pursuant to this chapter is void.**
- f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract awarded by a public agency during which time that subdivision was in effect.
- g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three (3) business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no proposal submitted shall be invalidated by the failure of the proposer to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the Contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the Contractor was

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properly licensed at the time the contract was awarded. Any proposer or contractor not so licensed shall be subject to all legal penalties imposed by law including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement. **Failure of the proposer to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the proposer.**

Contractor's License Number: _____

License Expiration Date: _____

Authorized Signature: _____

Date: _____

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WORKERS' COMPENSATION INSURANCE CERTIFICATE

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

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

DATE: _____

(Contractor)

By: _____
(Signature)

(Title)

Attest:

By: _____
(Signature)

(Title)

COMPANY INFORMATION

Weed Abatement Company certifies that the following information is true and correct:

Name of Company: _____

Company Ownership (If incorporated, state incorporated in, date and number): _____

Business Address: _____

Telephone: _____ FAX: _____

E-mail: _____

Contractor's License No _____ Date License Issued: _____

Contractor's License No _____ Date License Issued: _____

Contractor's License No _____ Date License Issued: _____

License Expiration Date: _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal: (Name / Title / Address / Telephone #)

Any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows: (Type of Judgment / Date)

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows: (Principal / DBA's / Applicable Dates)

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Prior Disqualification (Negative History)

Has your company ever been disqualified from performing work for any City, County, Public or Private Contracting entity? Yes / No _____. If yes, provide the following information. (If more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement:

Has your company been reinstated by this entity? Yes / No _____

Violations of Federal or State Law

A. Has your company or its officers been assessed any penalties by any AGENCY for noncompliance, violations of Federal or State labor laws and/or business or licensing regulations within the past five (5) years relating to your weed abatement projects?

Yes / No: ___ Federal / State: ___

If "yes", identify and describe, (including status): _____

Have the penalties been paid? Yes / No: _____

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B. Does your company or its officers have any ongoing investigations by any AGENCY regarding violations of the State Labor Code, California Business and Professions Code or State Licensing laws?

Yes / No: _____ Codes / Laws: _____

Section / Article _____

If "yes" identify and describe (including status): _____

I declare under penalty of perjury under the laws of the State of California that all of the representations made in **CONTRACTOR'S INFORMATION** are true and correct. Executed this _____ day of _____, 20____, at _____, California.

Authorized Representative Signature and Title:

Signature: _____

Title _____

EMERGENCY INFORMATION

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013
CALIFORNIA**

The Contractor shall provide the Agency with the following information by submitting it with signed contract, contract bonds, and certificates of insurance:

1. Authorized Representative at work site.

(Name), (Title)

2. **Address and 24-hour available telephone number(s) of the Authorized Representative.**

3. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with the project.

4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

EXPERIENCE STATEMENT

The following is a record of the Weed Abatement Company's experience of types similar in magnitude and character to that contemplated under this Proposal, which shall be inclusive to municipal government property weed abatement in similar magnitude and size. Included in this section should be a complete list of references for similar projects in terms of scope of work, value of work, and time constraints. The Weed Abatement Company must demonstrate that he/she has experience with this type of project and can manage this project effectively. **If necessary, additional numbered pages can be attached to this page.** The Weed Abatement Company must be properly licensed to perform the work in this project as stated herein **(see page 2)**.

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes ___ No ___

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes ___ No ___

EXPERIENCE STATEMENT (Continued)

Project Title: _____ Client: _____

Date: _____ Project Value: _____ Contact: _____ Tel # _____

Description: _____

Subject to Federal Labor Standards: Yes ___ No ___

KEY STAFF

Title	Name	License/ Certificate No.	Since	Expires
Senior Staff Member to be assigned				
California Licensed Pesticide Applicator				
ISA Certified Arborist				
Pest Control Advisor (PCA)				

I declare under penalty of perjury under the laws of the State of California that all of the representations made in the **EXPERIENCE STATEMENT** are true and correct. Executed this _____ day of _____, 20__, at _____, California.

 Authorized Representative Signature and Title

State of California)
 County of _____)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

 (Signature of Notary Public) (Notary Seal)

DESIGNATION OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of subcontractors and suppliers, as defined in section 2-3 SUBCONTRACTS of the SSPWC, who will perform work or provide materials of value in excess of one-half percent of the total proposal price or Ten Thousand Dollars (\$10,000), whichever is greater.

No subcontractor shall perform work in excess of the amount specified in section 2-3 SUBCONTRACTS of the SSPWC, without the written approval of the City.

The Contractor is responsible to ensure that appropriate provisions are to be inserted in all subcontracts to bind subcontractors to the contract requirements as contained herein.

Each subcontractor must agree to comply with all applicable Federal, State, and local requirements.

Name and Address of Subcontractor	Employer Tax Id #	Work Subcontracted	Portion of Work (% of Contract Price)

These representations are being made under the penalty of perjury.

NAME OF Weed Abatement Company:

AUTHORIZED SIGNATURE:

Date: _____

COST BREAKDOWN SCHEDULES

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION F--SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Cost Breakdown Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually cleared as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein.

NAME OF Weed Abatement Company: _____

CONTRACTOR'S LICENSE NO.: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

COST BREAKDOWN SCHEDULE (CONTRACT AREA #1)

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LOST HILLS RD. INTERCHANGE (Ref Map Pg. 3, Areas 1-8)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	235,900 (=2,359 Units)	\$	\$
2	PARCEL BEHIND STEEPLECHASE, FROM TOP OF CREEK BANKS TO FENCES OR IRRIGATED AREAS (Ref. Map Pg. 3, Areas 9-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	108,200 (=1,082 Units)	\$	\$
3	PARCELS BEHIND LIBERTY CANYON AND CALABASAS VIEW HOA AREA (Ref. Map Pg. 4, Areas 11-16)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,581,603 (=15,816.03 Units)	\$	\$
4	CITY PARCEL AND ALONG LAS VIRGENES ROAD FROM AGOURA RD. TO MULHOLLAND HWY. (Ref. Map Pg. 5, Areas 17-19)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	78,700 (=787 Units)	\$	\$
5	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LAS VIRGENES RD. INTERCHANGE (Ref. Map Pg. 6, Areas 20-23)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	41,893 (=418.93 Units)	\$	\$
6	CALABASAS ROAD (Ref. Map Pg. 7, Area 24)	<i>Weed abate to 15' beyond edge of pavement on the south side and from the edge of pavement to the Caltrans fence on the north side including, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.</i>	60,000 (=600 Units)	\$	\$

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
7	DRY CANYON COLD CREEK RD. (Ref. Map Pg. 8, Areas 25-26)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	81,700 (=817 Units)	\$	\$
8	DRY CANYON COLD CREEK RD. ADJACENT TO PRIVATE STRUCTURE (Ref. Map Pg. 8, Area 25-27)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	24,000 (=240 Units)	\$	\$
9	MULHOLLAND HWY FROM OLD TOPANGA CANYON RD. TO CITY LINE (Ref. Map Pg. 8, Areas 28-30, Map Pg. 9, Areas 31-33, 38-40, Map Pg. 10, Areas 41-42)	Weed abate to 10' beyond edge of pavement on both sides of the street including, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	231,700 (=2,950 Units)	\$	\$
10	PARCELS AT HIGHLANDS (Ref. Map Pg. 11, Areas 34-37 & 43)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	62,200 (=6622 Units)	\$	\$
11	PARCELS AT OLD TOPANGA CANYON (Ref. Map Pg. 12, Areas 44-54)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	206,900 (=2,069 Units)	\$	\$
12	WATER TANK STRUCTURE (City parcel 4434-003-900) (Ref. Map Pg. 13, Area 55)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	45,900 (=459 Units)	\$	\$
TOTAL LUMP SUM IN FIGURES					\$
TOTAL AMOUNT FOR OPEN SPACE IN WORDS:					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the City Open Space prior to submitting a proposal.

COST-BREAKDOWN SCHEDULE (CONTRACT AREA #1)

ITEM NO.	CITY PARKS (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	GATES CANYON PARK (Ref. Map Pg. 14, Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	129,700 (=1,279 Units)	\$	\$
2	DE ANZA PARK (Ref. Map Pg. 15, Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	173,800 (=1,738 Units)	\$	\$
3	CIVIC CENTER PARK (on north side of Park Granada between Parkway Calabasas and the Commons) (Ref. Map Pg. 16, Areas 1-2)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	675,000 (=6,750 Units)		
4	CREEKSIDE PARK AND COMMUNITY CENTER (Ref. Map Pg. 17, Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	230,000 (=2,300 Units)	\$	\$
5	WILD WALNUT PARK (Ref. Map Pg. 18, Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees. Must hand clear around identified native species.	236,200 (=2,362 Units)	\$	\$
TOTAL LUMP SUM IN FIGURES					\$
TOTAL AMOUNT FOR CITY PARKS IN WORDS:					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the Parks Property prior to submitting a proposal.

COST-BREAKDOWN SCHEDULES TOTAL (CONTRACT AREA #1)

COST BREAKDOWN SCHEDULE TITLE	COST BREAKDOWN SCHEDULE TOTAL
PUBLIC WORKS / CITY OPEN SPACE	\$
CITY PARKS	\$
TOTAL COST AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN FIGURES	\$
TOTAL AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN WORDS:	

Note: The total combined cost of both Cost Breakdown Schedules will be considered the base cost for Contract Area #1.

NAME OF Weed Abatement Company: _____

CONTRACTOR'S LICENSE NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

COST BREAKDOWN SCHEDULE (CONTRACT AREA #2)

ITEM NO.	LLAD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	BELLAGIO HOA (Park Verdi) (Ref. Map Pg. 20, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	133,900 (=1,339 Units)	\$	\$
2	CALABASAS COUNTRY ESTATES HOA (Ref. Map Pg. 21, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	99,000 (=990 Units)	\$	\$
3	CALABASAS HILLS & ESTATES HOA (Ref. Map Pg. 22, Areas 1-3, and Pg. 23, Areas 4-6)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,537,900 (=15,379 Units)	\$	\$
4	CALABASAS PARK HOA (Ref. Map Pg. 24, Areas 1-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,582,400 (=15,824 Units)	\$	\$
5	CALABASAS PARK ESTATES HOA (Ref. Map Pg. 25, Areas 1-, 5 & 10, and Map Pg. 26, Areas 5-11)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	2,906,055 (=29,253.95 Units)	\$	\$
6	CLAIRIDGE HOA (Ref. Map Pg. 27, Areas 1-2)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	327,900 (=3,279 Units)	\$	\$

ITEM NO.	LLAD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
7	THE OAKS OF CALABASAS HOA (Ref. Map Pg. 28, Areas 1-7 and Map Pg. 29, Areas 1, & 7-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	5,059,000 (=50,590 Units)	\$	\$
8	WESTRIDGE HOA (Ref. Map Pg. 30, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	673,400 (=6,734 Units)	\$	\$
TOTAL LUMP SUM IN FIGURES					\$
TOTAL AMOUNT FOR LLAD 22 IN WORDS:					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the HOA properties prior to submitting a proposal.

ITEM NO.	LMD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	PUBLIC HIKING TRAIL LOCATED IN THE OAKS OF CALABASAS HOA COMMON AREA (Ref. Map Pg. 31 & 32, Areas 1-3)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	107,100 (=1,071 Units)	\$	\$
TOTAL LUMP SUM IN FIGURES					\$
TOTAL AMOUNT FOR LMD 22 IN WORDS:					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the LMD property prior to submitting a proposal.

ITEM NO.	LLAD 24 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE	TOTAL ANNUAL PRICE
				100 Sq. Ft. = 1 Unit	
1	ALONG LOST HILLS RD. NORTH OF MEADOW CREEK LANE TOP OF LAS VIRGENES CREEK BANKS TO IRRIGATED AREAS OR SIDEWALK OR FENCE LINE (Ref. Map. Pg. 33, Areas 1-3)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	385,297 (=3,852.97 Units)	\$	\$
TOTAL LUMP SUM IN FIGURES					\$
TOTAL AMOUNT FOR LLAD 24 IN WORDS:					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the LLAD property prior to submitting a proposal.

COST BREAKDOWN SCHEDULES TOTAL (CONTRACT AREA #2)

COST BREAKDOWN SCHEDULE TITLE	COST BREAKDOWN SCHEDULE TOTAL
LANDSCAPE LIGHTING ACT DISTRICT 22	\$
LANDSCAPE MAINTENANCE DISTRICT 22	\$
LANDSCAPE LIGHTING ACT DISTRICT 24	\$
TOTAL AMOUNT OF ALL THREE COST BREAKDOWN SCHEDULES ABOVE IN FIGURES	\$
TOTAL AMOUNT OF ALL THREE COST BREAKDOWN SCHEDULES IN WORDS:	

Note: The total combined cost of all three Cost Breakdown Schedules will be considered the base cost for this contract area #2.

NAME OF Weed Abatement Company: _____

CONTRACTOR'S LICENSE NUMBER: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

UNIT PRICE LIST
THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

UNIT PRICES FOR ADDITIONAL WORK

Item No.	Description			Unit Price	Unit
1.	New (Virgin Area) Weed Abatement, Initial Cut	1	@	\$	100 SF
2.	New (Virgin Area) Area Brush Clearance, Initial Cut	1	@	\$	100 SF
3.	Re-Growth: Additional Cut in the Same Season – Existing Area Weed Abatement	1	@	\$	100 SF
4.	New (Virgin Area) Tree Raising, Initial Cut	1	@	\$	Per Tree
5.	Removal of dead/fallen tree - 4"dia BH	1	@	\$	Per Tree
	Hauling @ 500' to road	1	@	\$	Per Tree
	Hauling @1,000' to road	1	@	\$	Per Tree
	Hauling @1,500' to road	1	@	\$	Per Tree
6.	Removal of dead/fallen tree - 6"dia BH	1	@	\$	Per Tree
	Hauling @ 500' to road	1	@	\$	Per Tree
	Hauling @1,000' to road	1	@	\$	Per Tree
	Hauling @1,500' to road	1	@	\$	Per Tree
7.	Removal of dead/fallen tree - 8"dia BH	1	@	\$	Per Tree
	Hauling @ 500' to road	1	@	\$	Per Tree
	Hauling @1,000' to road	1	@	\$	Per Tree
	Hauling @1,500' to road	1	@	\$	Per Tree
8.	Removal of dead/fallen tree - 10"dia BH	1	@	\$	Per Tree
	Hauling @ 500' to road	1	@	\$	Per Tree
	Hauling @1,000' to road	1	@	\$	Per Tree
	Hauling @1,500' to road	1	@	\$	Per Tree
9.	Removal of dead/fallen tree - 12"dia BH	1	@	\$	Per Tree
	Hauling @ 500' to road	1	@	\$	Per Tree
	Hauling @1,000' to road	1	@	\$	Per Tree
	Hauling @1,500' to road	1	@	\$	Per Tree
10.	Removal of dead/fallen tree - 14"dia BH	1	@	\$	Per Tree
	Hauling @ 500' to road	1	@	\$	Per Tree
	Hauling @1,000' to road	1	@	\$	Per Tree
	Hauling @1,500' to road	1	@	\$	Per Tree
11.	Cost per Laborer for any extra work including #s 1,2,3 & 4 above.	1	@	\$	Hourly
12.	Cost per Supervisor for any extra work including #s 1,2,3 & 4 above.	1	@	\$	Hourly

(Name of Weed Abatement Company)

(Date)

(Authorized Signature)

(Title of person signing this form)

****** NOTE: THIS FORM MUST BE COMPLETED, SIGNED, DATED, AND SUBMITTED WITH THE COST BREAKDOWN SCHEDULES OR YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND IT WILL NOT BE ACCEPTED.**

SECTION D
CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013

STANDARD SPECIFICATION

STANDARD SPECIFICATIONS
CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013

SECTION 0 – GENERAL PROVISIONS

0-1 STANDARD SPECIFICATIONS

Except as hereinafter provided, the provisions of the 2009 Edition of the "Greenbook," Standard Specifications for Public Works Construction (SSPWC), with the latest Supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and the Associated General Contractors of America, and these modifications thereto are adopted as the Standard Specifications for the Agency. These additional Standard Specifications will be numbered as Sections 0 through 700 per the SSPWC. They will be referred to in the Special Provisions as the "Standard Specifications".

0-2 NUMBERING OF SECTIONS

The numbering of sections and subsections in these modifications are compatible with the numbering in SSPWC. The Special Provisions will be numbered as Sections 700.

0-3 ADDITIONS

Sections which follow are added material not in SSPWC.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

1-2 DEFINITIONS

In case of conflict between the Standard Specifications and the General Provisions Modifications, the General Provisions Modifications shall control.

Add the following:

Agent - Shall include persons and companies retained by the City to perform design and construction services in relation to the Work other than the Contractor.

Acceptance - The formal written acceptance by the Agency of a project which has been completed in all respects in accordance with the plans and specifications and any modifications thereof.

Caltrans Specifications - Caltrans "Standard Specifications" and Caltrans "Standard Plans," July 2007 edition, issued by the State of California Department of Transportation.

City Arborist - Consultant for the City of Calabasas, State of California or his/her authorized representative.

City - The City of Calabasas, California, as the Agency and Owner.

City Council - City Council of the City of Calabasas, California.

Due Notice - A written notification, given in due time, of a proposed action where such notification is required by the contract to be given a specified interval of time (usually forty eight (48) hours or two (2) working days) prior to the commencement of the contemplated action.

Engineer – The City Engineer of the City of Calabasas, or his/her authorized representative.

Geotechnical Engineer – Person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California retained by the Agency during construction.

Irrigation System – The hydro-mechanical system for providing irrigation water to landscaped areas. A typical system is downstream from a utility provided water meter and electrical meter, and includes backflow prevention devices, filters, isolation valves, manual and automatic control valves, irrigation heads and devices, an automatic control system, and other devices and appurtenances necessary to provide a complete operating system.

Inspector – The authorized representative of the City Engineer or Landscape Manager.

Landscape Manager – The City Landscape Manager or his representative.

Prompt – The briefest interval of time required for a considered reply, including time required for approval by a governing body.

Standard Plans – Latest edition of the "Standard Plans for Public Works Construction" prepared by the Southern California Chapter of the American Public Works Association.

Soils Engineer – A person licensed to practice Soils Engineering or Geotechnical Engineering pursuant to the laws of the State of California retained by the Agency during construction.

Working Days – A working day is defined as any day, except Sundays, legal holidays on which Calabasas City Hall is closed for business and except days when work is suspended by the Engineer for reasons unrelated to the performance of the Contractor, and provided in Subsections 6-3 and 6-3.1 and days determined to be non-working in accordance with Section 6-7 "Time of Completion," unless permission to work on excluded days is granted by the City.

1-3.3 ABBREVIATIONS

Add the following:

AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
APWA	American Public Works Association
HOA	Homeowners Association Board member or authorized representative
IEEE	Institute of Electric and Electronic Engineers
ISA	International Society of Arborists
LACFD	Los Angeles County Fire Department
LLAD	Landscape Lighting Act District
LMD	Landscape Maintenance District
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
SSPWC	Standard Specifications for Public Works Construction, as specified in Subsection 0-1
VHFHZ	Very High Fire Hazard Zone

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF THE CONTRACT

Add the following:

The City reserves the right to reject any or all proposals.

The award of the Contract, if it is awarded, will be to the most responsible and responsive Weed Abatement Company, determined as provided on the Proposal Form, whose proposal complies with all the requirements prescribed. Such award, if made, will be made to the best interest of the City. Refusal or failure to deliver the executed contract, bonds, and insurance in the forms provided in the Contract and approved by the Agency's attorney within the time provided herein shall be cause, at the Agency's option, for the annulment of the award. In such event the Agency may successively award the Contract to the next most responsible and responsive Weed Abatement Company until a properly executed Contract, bonds, and insurance is obtained, or it

may at any time reject all remaining proposals and proceed as provided by law. The refusal or failure of a successive responsible and responsive Weed Abatement Company to execute the Contract may, at the Agency's option, result in an annulment of the award to that Weed Abatement Company. The period of time which the award of the Contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Agency and the Weed Abatement Company concerned.

The Agency reserves the right to waive any irregularities.

Within ten (10) calendar days after the date of the Notice of Award, the Contractor(s) selected to execute this project shall execute and return the following contract documents to the Agency:

- Professional Services Agreement (In Duplicate)
- Faithful Performance Bond (In Duplicate)
- Payment Bond (Duplicate)
- Maintenance Bond (In Duplicate)
- Non-Collusion Affidavit
- Workers' Compensation Insurance Certificate (Two Original)
- Additional Insured Endorsement (Two Original)
- Public Liability and Property Damage Insurance Certificate (Two Original)

A corporation to which an award is made may be required, before the Contract agreement is executed by the Agency, to furnish evidence of its corporate existence, of its right to enter into contracts in the State of California, and that the officers signing the contract and bonds for the corporation have the authority to do so.

2-4 CONTRACT BONDS

Add the following:

The PAYMENT BOND shall remain in force until thirty five (35) days after the date of recordation of the Notice of Completion. The FAITHFUL PERFORMANCE BOND shall remain in force until the date of recordation of the Notice of Completion. The MAINTENANCE BOND shall remain in force until one (1) year after the date of recordation of the Notice of Completion.

All Bonds Must Be Accompanied by a Power of Attorney.

2-6 WORK TO BE DONE

Add the following:

The work to be done consists of weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, tree and shrub removal, trash and debris removal, hauling, processing for green waste recycling and all disposal fees, for fuel reduction within Landscape Lighting Act Districts and City property administered by the City of Calabasas, in Los Angeles County.

Any plan or method of work suggested by the Agency or the City's Landscape Manager to the Contractor but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Agency and the City's Landscape Manager shall assume no responsibility therefore and in no way be held liable for any defects in the work which may result from or be caused by use of such plan or method of work.

2-8 RIGHT-OF-WAY

Add the following:

When the Contractor arranges for facilities temporarily required by him/her, he/she shall provide the Agency with proof that the additional facilities have been left in a condition satisfactory to the property owner(s) of said facility areas prior to acceptance of the work.

The Contractor shall not enter upon any private property for the purpose of conducting any operations required under this contract unless the Contractor has obtained written permission from the affected property owner.

2-10 AUTHORITY OF LANDSCAPE MANAGER AND ENGINEER

Add the following:

The City Engineer:

1. Shall decide any and all questions which may arise as to claims and compensation; and
2. Shall provide control over all insurance and bonds.

The Landscape Manager:

1. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
2. Shall refer any questions or doubts relative to the true meaning of the specifications to the Engineer and City Attorney, whose decision thereon shall be final;

3. **Shall secure any separate contract required to accomplish the work and prevent loss or damage;**
4. Shall decide any and all questions which may arise as to:
 - a. The quality of acceptability of the materials furnished and the work performed;
 - b. The manner of performance;
 - c. The rate of performance;
 - d. The interpretation of the work specifications; and
 - e. The acceptable fulfillment of the contract on the part of the Contractor.
5. Shall direct the inspection and administration of the work;
6. Shall have the authority to implement alternative action either by Agency forces or request separate contract to accomplish the work and prevent loss or damage based upon the urgency of the conditions; and
7. Shall recommend and provide documentation regarding all claims and compensation.

SECTION 3 – CHANGES IN WORK INITIATED BY THE AGENCY

3-2 CHANGES

3-2.1 Add the following:

- a. Change in the areas to be abated may occur as the Agency accepts new areas and/or relinquishes currently abated areas.

Any and all such changes shall only be made upon written notification in the form of a contract change order (CCO) which shall clearly state the effective date of the change.

This shall apply only to those cases where the unit prices are established in the contract or where the Contractor has submitted an acceptable quotation to the Agency.

- b. Costs for Additions/Deletions:
 - i. The costs used for computing the changes shall be those stated on the proposal to provide additional work.

- ii. The areas shall be taken from the tract maps or improvement plans and shall be based upon horizontal projections of the area.
 - iii. Any proposal to provide additional work shall also be reviewed and approved by the Landscape Manager before any additional work is performed.
 - iv. All costs shall be approved by the Agency prior to implementation.
- c. The effective date for all additions/deletions to the workload inventory(s) shall be the first of the month except in an extreme case when mid-month (the 15th) is absolutely necessary.

3-3 EXTRA WORK

3-3.1.1 Authorization for extra work may be required by the Agency to remedy Acts of God, or civil disturbances within the areas covered by the contract. Extra work may also be required to perform regular items of work where special conditions dictate that a frequency greater than that specified is necessary.

Extra work may be required by the Agency in order to add new or to modify the existing scope of work and/or workload inventory.

3-3.1.2 Prior to performing any extra work, the Contractor shall prepare and submit a written description of the work with an estimate of labor, materials, tools and equipment.

No work shall commence without the written authorization of the Landscape Manager or his representative.

The only exception shall be when a condition exists wherein there is imminent danger of injury to the public or damage to property, in which case a verbal estimate and authorization may be used. Within twenty four (24) hours after verbal authorization, the written estimate with approval shall be prepared.

3-3.1.3 All Extra Work must receive prior written approval of the Landscape Manager or his representative and must be clearly indicated on authorization.

3-3.1.4 After the approval of work and estimate, the Contractor shall commence work on the specific date established and complete within the time allotted.

3-3.2 Payment

3-3.2.1 General. Payment for extra work by cost, plus a differential for labor, materials, and equipment shall be considered payment under time-and-materials basis. The labor,

material, and equipment provided shall be subject to the approval of the Landscape Manager or his representative and compensation will be determined as provided herein.

3-3.2.2 Basis of Established Costs

Subsection 3-3.2.2(a) is hereby deleted and replaced with the following:

3-3.2.2(a) Labor

The Contractor will be paid for the cost of labor for the workmen (including supervisor when authorized by the Landscape Manager or his representative) used in the actual and direct performance of the work. The cost of labor whether the employer is the Contractor subcontractor or other forces will be the sum of the following:

3-3.2.2(a).1 Actual Wages. The actual wages shall be the unit price for labor or price quoted and shall include any employer payments to or on behalf of the workmen for health and welfare, pension, vacation and similar purposes.

3-3.2.2(a).2 Labor Surcharge. To the actual wages as defined in Section 3-2.2(a).1 will be added a labor surcharge set forth in the Department of Transportation publication entitled Labor Surcharge and equipment Rental Rates which is in effect on the date upon which the work is accomplished and which is a part of the contract. Said labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workmen other than actual wages as defined in Section 3-3.2.2(a).1 and subsistence and travel allowance as specified in Section 3-3 2.2(a).3.

3-3.2.2(a).3 Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to such workmen.

3-3.2.2(a).4 Landfill (Dump) Fees. All landfill (dump) fee costs are to be verified by the submittal of landfill receipts that must be attached to the invoice for the work which caused the contractor to utilize the landfill.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP

4-1.1 General

Add the following:

The Contractor shall guarantee that the entire Work will meet all requirements of this Contract as to the quality of equipment and workmanship. The Contractor, at no cost to the Agency, shall make any repairs or replacements made necessary by defects in

materials, equipment, or workmanship that become evident within five (5) days after the date of work area abatement. Within this five (5) day period, the Contractor shall also restore to full compliance with the requirements of this Contract any portion of the Work which is found to not meet those requirements. The Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees harmless from claims of any kind due to injuries or damages arising, directly or indirectly, from said defects or noncompliance.

The Contractor shall make all repairs, replacements, and restorations within five (5) business days after the date of the Landscape Manager or his representatives' written notice.

The Contractor shall furnish all the necessary equipment and supplies required to complete the work as specified herein.

SECTION 5 - UTILITIES

5-1 LOCATION

Add the following Subsections:

5-1.1 MANDATORY NOTIFICATION PRIOR TO EXCAVATION

The Contractor's attention is direct to Section 4215.5 through 4217 of the Government Code of the State of California. This requires that 2 working days prior to commencing any excavation "Underground Service Alert of Southern California" (USA) shall be notified by telephone, toll free 1-800-422-4133, for the assignment of an Inquiry Identification Number.

Construction Contractor shall contact the following utility companies at least five (5) working days prior to commencing work and shall verify the location of any known utilities and determine whether or not a representative of each company will be present during excavation:

AT&T	(714) 526-2556
Calavision	(818) 222-5366
Falcon Cable	(310) 456-9350
LADWP- Power Division	(213) 367-2662
LADWP - Water Division	(213) 367-1244
Hidden Hills Cable Television	(818) 703-6086
Las Virgenes Municipal Water District	(818) 880-4110
Los Angeles County Fire Department	(310) 317-1351
Los Angeles County Public Works Department	(626) 458-3953
Los Angeles County Sanitation Department	(626) 699-7411

Los Angeles County Sheriff Department (Calabasas)	(818) 878-1808
Los Angeles County Flood Control	(626) 458-4146
Pacific Bell	(805) 583-6559
Pacific Bell (toll free)	(800) 499-2355
Southern California Edison	(805) 654-7248
Southern California Gas Co.	(818) 701-3319
The Gas Company - Distribution	(818) 701-3314
The Gas Company - Transmission	(805) 681-7928
GTE – Right of Way Department	(562) 906-7500
LA County Road Maintenance	(310) 456-8014
Underground Service Alert	(800) 442-4133

Additionally, the Contractor shall also notify the following local entities of him/her schedule fourteen (14) days prior to commencing work, including local refuse collectors, street sweepers, the Post Office, Public Schools and Bus Companies.

Hillside Rubbish	(818) 707-8800
G.I. Industries	(818) 782-2474
U.S. Post Office, Calabasas	(818) 347-4056
Las Virgenes School District	(818) 880-4000
Los Angeles Metropolitan Transportation Authority	(213) 922-6000

5-1.2 Accuracy of Utilities Information

The Contractor shall take all possible precautions for the protection of unforeseen utility lines to provide for uninterrupted service and to provide such special protection as may be necessary.

It shall be the Contractor's responsibility to determine the location and depth of all underground facilities, including service connections which may affect or be affected by his/her operations and he/she shall include the cost to pothole all utilities within the limits of work in his/her bid. If an existing utility line which has been marked by Underground Service Alert or is shown on the plans is damaged by the Contractor, the Contractor shall repair the line and bear the cost thereof.

Contractor shall be aware that electrical conduits between street and traffic lights may exist beneath pavement and/or sidewalk in areas where such lights are in place and that said conduits are not shown on these plans.

In the event that the Contractor damages any existing utility lines that are not shown, shown incorrectly or the locations of which are not made known to the Contractor prior to excavation, a telephone call and written report shall be made immediately to the

Utility owner and the Landscape Manager or his representative. If directed by the City, repairs shall be made by the Contractor under the provisions for changes and extra work contained in Section 3 of this Specification (Section E).

5-5 DELAYS

Delete the last two paragraphs of this section.

SECTION 6 – PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 WORK SCHEDULE AND COMMENCEMENT OF WORK

Add the following:

Prior to issuing the Notice to Proceed, the Landscape Manager or his representative will schedule and conduct a pre-construction meeting with the Contractor to review the proposed detailed work schedules, discuss methods, and clarify inspection procedures.

6-1.1 Notice to Proceed

Within ten (10) working days after the execution of the contract, written Notice to Proceed will be given by the Agency to the Contractor. Notwithstanding any other provision of the contract, the Agency shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of Notice to Proceed whether or not the Agency has knowledge of the furnishing of such work.

6.1.2 Schedule

ONCE WEED ABATEMENT CONTRACTOR BEGINS WORK IN AND FOR THE CITY, THEIR CREW(S) IS/ARE REQUIRED TO WORK CONTINUOUSLY FOR THE CITY WITHOUT LEAVING UNTIL ALL CITY WORK HAS BEEN COMPLETED TO THE SATISFACTION OF THE LANDSCAPE MANAGER. “CONTINUOUSLY” MEANS: EVERY AVAILABLE BUSINESS DAY.

Before work commences, the Contractor shall establish a schedule of all the tasks to be performed on a weekly basis.

The Contractor shall complete the schedule for each area of work.

The initial schedule shall be submitted on or by the effective date of the contract. Thereafter it shall be submitted weekly on Monday, via e-mail, fax, or hand delivered.

Liquidated Damages. Failure to supply the schedule shall result in the deduction and forfeit of three hundred dollars (\$300) from payments to the Contractor for every calendar day the schedules are not received.

Approved changes to the schedule shall be received by the Landscape Manager or his representative at least twenty four (24) hours prior to the scheduled time for the work.

Failure to notify of a change and/or failure to perform an item of work on a scheduled day may result in deduction of payment of three hundred dollars (\$300) for that date of work even though the work is performed on a subsequent day.

The Contractor shall provide the Landscape Manager with a list of its company holidays.

6-1.4 Performance During Inclement Weather

During the periods when inclement weather hinders normal operations, the Contractor shall adjust his work force in order to complete work that is required.

The prime factors in assigning work shall be the safety of the work force and damage to property, in that order.

6-1.5.1 Performance on Schedule

The Contractor has been provided the maximum latitude in establishing work schedules which correspond to its manpower and equipment resource required to meet the City's Deadline. The Contractor has also been provided the opportunity and procedure for adjusting those schedules to meet special circumstances.

Therefore, all work shall be completed as scheduled.

Failure to adjust the work force to show good progress on the work shall result in deduction of payments to reflect only the work actually accomplished.

6.1.5.2 Failure to complete the work as scheduled will result in the following actions:

- a) Liquidated Damages.** The sum of **three hundred dollars (\$300) per day** will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications. **This shall include three hundred dollars (\$300) per day for each remaining work area which is not completed by the June 30 deadline of the current contract year.**
- b)** For minor deficiencies: An additional amount equal to the percentage incomplete times the value for each item from the Payment Deduction Schedule will also be deducted from payments to the Contractor.
- c)** For major deficiencies: An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be Agency forces or

separate private contractor, even if it exceeds the contract unit price, will be deducted. **This may result in a forfeiture of the contractor's faithful performance bond in order to satisfy this claim.**

- d) These actions shall not be construed as penalty but as adjustment of payment to the Contractor for only the work actually performed or as the cost to the Agency for inspection and other related costs from the failure by the Contractor to complete the work according to schedule.

6-2 PROSECUTION OF WORK

Delete the last sentence of first paragraph and replace it with the following:

Should the Contractor fail to take the necessary steps to fully accomplish said work, after orders from the Landscape Manager or his representative to do so, the Agency for reasons of liability and because of the critical nature of the work may terminate this contract within ten (10) days written notice and during termination, the City may contract with another weed abatement company to maintain work on schedule as necessary.

6-2.1 Deficient Performance. The Contractor shall be notified both verbally and in writing each time its performance is unsatisfactory and corrective action is necessary. Once the contractor has breached the contract a minimum of three (3) times, the City may exercise its right to act as stated above.

The Contractor shall complete corrective action within five (5) working days from the time specified subsequent to verbal notification:

Failure to correct the deficiency within the time specified shall result in the deduction of payment as provided on Payment Deduction Schedule and/or termination of the contract as stated above.

6-2.2 Termination. If it is determined by Landscape Manager that Contractor is deficient in work, the Contractor will be terminated according to the provisions of this Specification.

6-3 SUSPENSION OF WORK

6-3.1 General. Add the following:

For reasons to include, but not limited to, extreme damage or fire, it may not be possible to continue work on areas originally included in the contract work.

In these cases, the work in these areas may be suspended until such time as the area is again in such condition that operations may be resumed.

Costs to be deducted from normal payments will be computed in considering the extent of the negative impact or damage to property.

6-5 TERMINATION OF CONTRACT

Add the following:

For the convenience of the Agency, and because of the critical nature of the work, and based on discontinued need for the work or reductions in funding, the contract may be terminated upon thirty (30) days written notice from the Agency, where after a prompt and fair settlement will be made with the Contractor based on actual expenses and reasonable profit, not to include anticipated profit. **(Note: this is only for funding availability instances and not for deficient performance).**

The Contract may be terminated with or without cause by the Agency at any time with no less than thirty (30) days written notice of such termination **unless Contractor is found to be illegally disposing of debris, which will be cause for immediate termination of this Contract.** In the event of such termination, the Contractor shall be compensated for such services up to the date of termination. Such compensation for work in progress would be pro-rated as to the percentage of progress completed at the date of termination.

If it is determined by Landscape Manager that Contractor is deficient in work, the Contractor will be terminated according to the provisions of this Specification.

This contract may be terminated by the Contractor only by providing the Agency with written notice no less than ninety (90) days in advance of such termination.

Hiding debris by dragging it into surrounding brush areas will not be allowed. This Activity will be considered immediate breach of contract.

6-6 DELAYS AND EXTENSION OF TIME

6-6.1 GENERAL

Add the following Subsections:

6-6.1.1 Notice of Delays

Whenever the Contractor foresees any delay in the prosecution of the work, and in any event immediately upon the occurrence of any delay which the Contractor regards as unavoidable, he/she shall notify the Landscape Manager or his representative in writing of the probability of the occurrence of such delay and its cause in order that the Landscape Manager or his representative may take immediate steps to prevent, if

possible, the occurrence or continuance of the delay, or, if this cannot be done, may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the work are to be delayed thereby. It will be concluded that any and all delays which have occurred in the prosecution and completion of the work have been avoidable delays, except such delays as shall have been called to the attention of the Landscape Manager or his representative at the time of their occurrence and found by him/her to have been unavoidable.

The Contractor shall make no claims for any delay not called to the attention of the Landscape Manager or his representative at the time of its occurrence as an unavoidable delay.

6-6.1.2 Avoidable Delays

Avoidable delays in the prosecution or completion of the work shall include all delays which in the opinion of the Landscape Manager or his representative would have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The following shall be considered avoidable delays within the meaning of the contract:

- 1) Delays in the prosecution of parts of the work which may in themselves be unavoidable but do not necessarily prevent or delay the prosecution of other parts of the work or the completion of the whole work within the time herein specified; and,
- 2) Reasonable interference of other contractors employed by the Agency and/or other contractors working in the area which do not necessarily prevent the completion of the whole work within the time agreed upon.

6-6.1.3 Extension of Time

In case the work is not completed in the time specified, including such extensions of time as may have been granted for unavoidable delays, the Contractor will be assessed damages for delay in accordance with Paragraph 6-9.1. The Agency, however, shall have the right to grant an extension of time for avoidable delay if it is deemed in his/her best interest to do so. During such extension of time, the Contractor will be charged for inspection services and other costs as provided in Paragraph 6-6.2.1 but will not be assessed damages pursuant to Paragraph 6-9.

6-6.2 Extensions of Time

Add the following Subsection:

6-6.2.1 Compensation to Agency for Extension of Time

Compensation for extension of time for avoidable delay granted pursuant to Paragraph 6-6.1.3 shall be the actual cost to the Agency for inspection, general supervision, and overhead expenses which are directly chargeable to the work and which accrue during the period of such extension, except that the cost of final inspection and preparation of the final estimate shall not be included.

Delete the title and text of Section 6-6.4 and replace it with the following:

6-6.4 Written Notice And Report

Requests for an extension of time must be delivered to the Agency within five (5) consecutive calendar days following the date of the occurrence which caused the delay. The request must be submitted in writing and must state the cause of the delay, the date of the occurrence causing the delay, and the amount of additional time requested. This shall be included as part of a revised construction schedule required in Section 6-1. Requests for extensions of time shall be supported by all evidence reasonably available or known to the Contractor which would support the extension of time requested. Requests for extensions of time which are not received within the time specified above shall result in the forfeiture of the Contractor's right to receive any extension of time requested.

If the Contractor is requesting an extension of time because of weather, he/she shall supply daily written reports to the Agency's representative describing such weather, and the work which could not be performed that day because of such weather or conditions resulting therefrom and which he otherwise would have performed.

6-7 TIME OF COMPLETION

6-7.1 Term , Options to Renew

The term of the Agreement shall be three (3) years with the possibility of two (2) 1-year extensions. All work shall commence by May 1st of each year, weather permitting, and all first cuts shall be entirely completed by June 30 of that contract year, weather permitting. The Agency shall have the sole option to renew said agreement for not more than two (2) successive one (1)-year terms upon the terms and conditions as provided in the Agreement, subject to price modifications that have been agreed upon by the Agency and Contractor pursuant to the provisions of these Specifications (see Section 9-3.3).

6-7.2 Working Days

Add the following:

The Contractor's activities shall be confined to the hours between 7:00 a.m. and 6:00 p.m., Monday through Saturday. **In addition, no work shall be performed by the Contractor on Sunday or Holidays without express authorization from the City and/or the HOA(s) or properties affected. (See Section E, 708-1)**

Deviations from these hours will not be permitted without the prior consent of the Landscape Manager, except in emergencies involving immediate hazard to persons or property.

FAILURE OF THE CONTRACTOR TO ADHERE TO THESE RESTRICTIONS WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A WORKING DAY OR HOURS VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF ONE THOUSAND DOLLARS (\$1,000).

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT ONE THOUSAND DOLLARS (\$1,000) PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGED CAUSED BY FAILURE OF THE CONTRACTOR TO LIMIT PERFORMANCE OF THE WORK BETWEEN THE ALLOTTED TIMES, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR IF SUCH DELAY OCCURS.

6-8 COMPLETION AND ACCEPTANCE

The following subsection is added to Subsection 6-8 of the SSPWC.

6-8.1 General Guaranty

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of sixty (60) days after payment that the Contractor will remedy such defect within five (5) working days of notice of defect. Overall, the contractor shall guarantee the work for a period of one (1) year from date of final acceptance of all work. The Agency will give notice of observed defects with reasonable promptness.

6-9 LIQUIDATED DAMAGES

The sum of three hundred dollars (\$300) per day will be deducted and forfeited from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications. This shall include three hundred dollars (\$300) per day for each remaining work area which is not completed by the June 30 deadline of the current contract year.

6-11 GUARANTEE

The Contractor shall warrant and guarantee the entire Work and all parts thereof, including that performed and constructed by subcontractors, and others employed directly or indirectly on the Work, against faulty or defective materials, equipment or workmanship for the maximum period provided by law. In addition thereto, for a period of one (1) year commencing on the date of acceptance of the Work, the Contractor shall, upon the receipt of notice in writing from the Agency, promptly make all repairs arising out of defective materials, workmanship or equipment and bear the cost thereof. The Agency is hereby authorized to make such repairs and the Contractor and Surety shall bear the cost thereof if, ten (10) days after the giving of such notice to the Contractor, the Contractor has failed to make or undertake with due diligence the repairs; provided, however, that, in the case of an emergency where, in the opinion of the Agency, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor or Surety, and all expense in connection therewith shall be charged to the Contractor and Surety.

For the purpose of this article "Acceptance of the Work" shall mean the acceptance of the work by the Agency in accordance with Subsection 6-8 but not for the purpose of extinguishing any covenant or agreement or agreement on the part of the Contractor to be performed or fulfilled under this Contract which has not in fact been performed or fulfilled at the time of such acceptance all of which covenants and agreements shall continue to be binding on the Contractor until they have been fulfilled.

6-12 DISPUTES AND CLAIMS

6-12.1 General

Any and all decisions made on appeal pursuant to this Subsection 6-12 shall be in writing. Any "decision" purportedly made pursuant to this Subsection 6-12 which is not in writing shall not be binding upon the Agency and should not be relied upon by the Contractor.

Nothing in this subsection shall be considered as relieving the Contractor from his/her duty to file the notice required under Subsection 6-13 or other duties required by the Contract Documents.

6-12.2 Administrative Review

Request for review made to the Landscape Manager or his representative shall be made in writing with supporting evidence attached.

Each request for review shall be submitted by the Contractor within twenty one (21) calendar days of receipt of the decision which he/she wishes.

Prior to demand for arbitration, the Contractor shall exhaust his/her administrative remedies by attempting to resolve his/her dispute or claim with Agency's staff in the following sequence:

1. Landscape Manager
2. City Engineer

Should the City fail to address a request by the Contractor for review of a disputed decision within fourteen (14) calendar days after receiving such request, the Contractor may proceed directly to the Landscape Manager or his representative. At the option of the Agency, the person to whom the request for review is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

The Landscape Manager or his representative shall address disputes or claims within twenty eight (28) calendar days after receiving such request and all necessary supporting data. The Landscape Manager or his representatives' decision on the dispute or claim shall be the Agency's final decision.

6-12.3 Arbitration

Claims and disputes arising under or related to the performance of the contract, except for claims which have been released by execution of the "Release on Contract" as provided in Subsection 9-4, shall be resolved in arbitration unless the Agency and the Contractor agree in writing, after the claim or dispute has arisen, to waive arbitration and to have the claim or dispute litigated in court of competent jurisdiction. Arbitration shall be conducted, to the extent feasible, pursuant to Chapter 3 (Sections 301-393, inclusive) of Division 2 of Title 1 of the California Code of Regulations except that references therein to the "State Contract Act" shall be construed to mean "applicable law" and "Public Agency", or "Department" shall be construed to mean "Agency" as defined in Subsection 1.2. The arbitration decision shall be decided under and in accordance with California law, supported by substantial evidence, and in writing, contain the basis for the decision, findings of fact, and conclusions of law.

Arbitration shall be initiated by a Demand for Arbitration. A Demand for Arbitration by the Contractor shall be made not later than one hundred eighty (180) calendar days after the date of the final written decision of the Agency on the claim or dispute.

All contracts valued at more than fifteen thousand dollars (\$15,000) between the Contractor and his/her Subcontractors and Suppliers shall include a provision that the Subcontractors and Suppliers shall be bound to the Contractor to the same extent that the Contractor is bound to the Agency by all terms and provisions of the Contract, including these arbitration provisions.

6-13 NOTICE OF POTENTIAL CLAIM

The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Landscape Manager or his representative, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Landscape Manager or his representative due notice in writing, of the potential claim as hereinafter specified, provided, however, that compliance with this Subsection 6-12 shall not be a prerequisite as to any claim which is based on differences in measurements or errors of computation as to the Contract quantities.

Additionally, this Subsection 6-13 shall not supersede the specific notice and protest requirements of Subsection 3-4 "Changed Conditions" and Subsection 6-7.3 "Contract Time Accounting" respectively.

A written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. A notice as above required must have been given to the Landscape Manager or his representative prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Landscape Manager or his representative, or in all other cases within fifteen (15) days after the happening of the event, thing or occurrence giving rise to the potential claim.

It is the intention of this Subsection 6-13 that differences between the parties arising under and by the virtue of the Contract be brought to the attention of the Landscape Manager or his representative at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he/she shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

6-14 REDUCTION

Add new section as follows:

This contract may be reduced in scope and quantity by the Agency without liability for damages, if and when funding reduction are enacted by law, or action of the public, Federal or State authorities.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTORS EQUIPMENT AND FACILITIES

Add the following:

A noise level limit of eighty five (85) dba at a distance of fifty (50) feet shall apply to all construction equipment on or related to the job whether owned by the Contractor or not. The use of excessively loud warning signals shall be avoided except in those cases where required for the protection of personnel.

The Contractor shall arrange and maintain a secure storage site for all equipment and materials. All equipment and unused materials shall be returned to this site at the end of each workday. **Contractor yard to be located no further than thirty (30) miles from Calabasas City Hall.** (Contractor to identify location and notify Landscape Manager.)

The Contractor shall use standard heavy-duty equipment. The equipment shall not be older than equipment model year 2010 to meet air pollution and noise standards. This equipment shall be utilized for Agency maintenance throughout the term of the contract and shall meet Southern California Clean Air Standards (find and reference standards) at all times.

Older equipment may be substituted for periods not-to-exceed five (5) days at such times when the newer equipment is temporarily out of service for reasons of maintenance or repair. **The agency must be notified in writing of this substitution prior to the older equipment being used.** Requests to substitute older equipment for periods in excess of five (5) days shall be submitted in writing to the Landscape Manager or his representative for approval.

7-1.3 Equipment Maintenance. All equipment used by the Contractor shall be kept in neat and clean appearance, maintained in top mechanical condition, and properly adjusted from an operational and safety standpoint. The Contractor shall at all times maintain adequate standby equipment to be used in the event of equipment breakdown.

7-1.4 Equipment Storage. The Agency does not have sites suitable for storage of Contractor's equipment. The Contractor is responsible to make storage arrangements.

7-1.6 Transportation. All tools, equipment, and labor are to be transported in **Contractor's vehicles which shall be clearly marked with the Contractor's name and logo, and maintained in a neat and clean condition.**

No personal vehicles shall be permitted at any site of work, nor shall any personal vehicle be used to transport workers, tools, or equipment to or between sites of work.

Personal vehicle shall mean any vehicle not directly owned or leased by the Contractor or its subcontractors and not displaying its business affiliation.

7-2 LABOR

7-2.1 General. Add the following:

7-2.1.1 Personnel

Supervisors: The Contractor shall provide supervisors who shall communicate the English language effectively both written and verbally, and who shall be present at all times during contract operations. Any order or communication given to these supervisors shall be deemed as delivered to the Contractor.

Workers: No workers shall be employed on any work under these Specifications who is found to be incompetent, disorderly, troublesome, intemperate, or otherwise objectionable. Any employee who fails or refuses to perform the work properly and acceptably, as determined by the Landscape Manager or his representative, shall be discharged immediately and not re-employed on the work.

Workers must have passed a background check, including fingerprinting and drug testing. This information must be available on request.

Uniform: Contractor shall provide uniform and name badges for all field personnel which shall be available for inspection at all times during performance of the work. Proper uniform includes shirts with long or short sleeves with company name visible, and safety boots (no sandals or tennis shoes). Refer to Section E for additional information.

7-2.2 Laws

Delete the last sentence of the second paragraph and replace with the following:

Failure to file any report due under said orders will result in suspension of periodic progress payments.

The Contractor shall keep an accurate record showing the name, occupation, and the actual per diem wages paid to each worker employed by him/her in connection with the work. The record shall be kept open at all reasonable hours to the inspection of the body awarding the Contract and to the Division of Labor Law Enforcement.

Add the following subsection:

7-2.4 Records. Contractor shall maintain an accurate record showing name, employee number, classification, actual hours worked, and actual wages and benefits paid per diem to each employee.

These records shall reflect all workmen engaged in the performance of the work in accordance with the provisions of Section 21776, 1812, and 1852 of the Labor Code.

Said records shall be available upon request of the Agency and shall be retained for a minimum of three (3) years by the Contractor.

7-3 LIABILITY INSURANCE

Sections 7-3 is replaced in its entirety as follows:

7-3.1 General. CONTRACTOR and AGENCY agree that Agency, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court 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 fullest protection possible under the law to the Agency. CONTRACTOR acknowledges that AGENCY would not have entered into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect AGENCY as set forth here.

7-3.2 To the full extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless AGENCY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by AGENCY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by the AGENCY.

7-3.3 Without affecting the rights of AGENCY under any provision of this agreement or this section, CONTRACTOR shall not be required to indemnify and hold harmless AGENCY as set forth above for liability attributable to the sole fault of AGENCY, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

This exception will apply only in instances where the AGENCY is shown to have been solely at fault and not in instances where CONTRACTOR is solely or partially at fault or in instances where AGENCY's fault accounts for only a percentage of the liability involved. In those instances, the obligation of CONTRACTOR will be all-inclusive and AGENCY will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the AGENCY.

7-3.4 CONTRACTOR acknowledges that its obligation pursuant to this section extends to liability attributable to AGENCY, if that liability is than the sole fault of AGENCY. CONTRACTOR has no obligation under this Agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of AGENCY.

7-3.5 The obligations of CONTRACTOR under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to AGENCY, its employees, agents and officials.

7-3.6 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those as set forth here in this section from each and every subcontractor, sub-tier contractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance or subject matter of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required here, CONTRACTOR agrees to be fully responsible according to the terms of this section.

7-3.7 Failure of AGENCY to monitor compliance with these requirements imposes no additional obligations on AGENCY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend AGENCY as set forth herein is binding on the successors, assigns or heirs of CONTRACTOR and shall survive the termination of this Agreement or this section.

7-3.8 CONTRACTOR agrees to provide insurance in accordance with the requirements as set forth here. If CONTRACTOR uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, CONTRACTOR agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by CONTRACTOR and maintained on behalf of AGENCY and in accordance with the requirements set forth herein.

7-3.9 Commercial General Liability/Umbrella Insurance. Primary insurance shall be provided on ISO-CGL form No. CG 00 01 11 85 or 88. (Total limits shall be not less than two million dollars **(\$2,000,000.00)** per occurrence for all coverages and two million dollars **(\$2,000,000.00)** general aggregate.) AGENCY and its officers, agents and employees shall be named as additional insureds using ISO additional insureds endorsement form CG 20 10 11 85 (in no event will AGENCY accept an endorsement form with an edition date later than 1990). Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to AGENCY or any employee or agent of AGENCY. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Umbrella Liability Insurance (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum of \$25,000.00 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage

shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion. Policies shall have concurrent starting and ending dates.

Each policy of insurance shall contain a clause prohibiting cancellation, modification or lapse without thirty (30) days prior written notice having been given to the City. All insurance policies shall be subject to approval by the City Attorney and certificates evidencing such policies shall be provided to the City concurrently with the filing of all required bonds.

7-3.10 Business Auto/Umbrella Liability Insurance. Primary coverage shall be written on ISO Business Auto Coverage form CA 00 01 06 92, including symbol 1 (Any Auto). Limits shall be no less than two million dollars **(\$2,000,000.00)** per accident. Starting and ending dates shall be concurrent. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy drafted above is acceptable.

7-4 WORKERS' COMPENSATION INSURANCE

Section 7-4 shall be replaced in its entirety as follows:

7-4.1 Workers' Compensation/Employers' Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employers' liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the AGENCY, its officers, agents or employees.

7-4.2 CONTRACTOR and AGENCY further agree as follows:

7-4.2.1 This Section supersedes all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

7-4.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Agreement. The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Agreement and shall be interpreted as such.

7-4.2.3 All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available, or applicable. Nothing contained in this Agreement or any other agreement relating to the AGENCY or its operations limits the application of each insurance coverage.

7-4.2.4 Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of

any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type.

7-4.2.5 For purposes of insurance coverage only, this Agreement shall be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

7-4.2.6 All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit CONTRACTOR, and CONTRACTOR's agents, officers or employees from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against AGENCY.

7-4.2.7 Unless otherwise approved by AGENCY, CONTRACTOR's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII." Self-insurance will not be considered to comply with these insurance specifications.

7-4.2.8 In the event any policy of insurance required by this Agreement does not comply with these requirements or is canceled and not replaced, AGENCY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by AGENCY will be promptly reimbursed by CONTRACTOR. Upon CONTRACTOR's failure to make such reimbursement within thirty (30) days of written demand, AGENCY may deduct that sum from any monies due CONTRACTOR hereunder or otherwise.

7-4.2.9 CONTRACTOR agrees to provide evidence of the insurance required herein, satisfactory to AGENCY, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to CONTRACTOR's general liability and umbrella liability policy (if any) using ISO form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide thirty (30) days' notice of any cancellation of coverage. CONTRACTOR agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. CONTRACTOR agrees to provide complete copies of policies to AGENCY upon request.

7-4.2.10 CONTRACTOR shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof shall be furnished within seventy two (72) hours of the expiration of the coverages.

7-4.2.11 Any actual or alleged failure on the part of AGENCY or any other additional insured under these requirements to obtain proof of insurance required under this

Agreement in no way waives any right or remedy of AGENCY or any additional insured, in this or any other regard.

7-4.2.12 CONTRACTOR agrees to require all subcontractors or other parties hired for this project to provide general liability insurance naming as additional insureds all parties to this Agreement. CONTRACTOR agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. CONTRACTOR agrees to require that no contract used by any subcontractor, or contracts CONTRACTOR enters into on behalf of AGENCY, will reserve the right to charge back to AGENCY the cost of insurance required by this Agreement. CONTRACTOR agrees that upon request, all agreements with subcontractors or others with whom CONTRACTOR contracts on behalf of AGENCY will be submitted to AGENCY for review. Failure of AGENCY to request copies of such agreement will not impose any liability on AGENCY, its officers, agents, or employees.

7-4.2.13 If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its Managers, Affiliates, employees, agents and other persons necessary or incidental to its operations are insurers.

7-4.2.14 CONTRACTOR agrees to provide immediate notice to AGENCY of any claim or loss against CONTRACTOR that includes AGENCY as a defendant. AGENCY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims.

7-5 PERMITS

Delete the first paragraph and replace with the following:

Prior to the start of any work, the Contractor shall apply for and receive any applicable City, County, State, and Federal permits.

7-7 COOPERATION AND COLLATERAL WORK

Add the following:

Contractor shall coordinate his/her work so as to minimize disruption to ongoing or scheduled private development projects in the project area.

7-8 PROJECT SITE MAINTENANCE

7-8.1 Cleanup and Dust Control

Add the following Subsection:

7-8.1.2 Work Area Appearance

The Contractor shall maintain a neat appearance to the Work. All unsuitable construction materials and rubbish and debris shall be regularly removed from the job site, be transported to a suitable location, and be disposed of in a proper and legal manner.

In any area visible to the public, the following shall apply:

1. Debris developed or encountered during work shall be legally disposed of daily.
2. Contractor shall furnish means for storage and legal disposal of all debris developed or encountered.
- 3. Illegal storage or disposal of debris is grounds for immediate termination of the Contract.**

7-8.2 Sanitation. The Contractor shall furnish portable sanitary facilities for its workers, as necessary.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

Delete the second paragraph and replace with the following:

The Contractor shall relocate, repair, replace or reestablish all existing improvements within the project limits (e.g., curbs, sidewalks, driveways, fences, walls, sprinkler systems, signs, utility installations, pavements, structures, survey monuments, landscaping, etc.) which are damaged or removed as a result of the Contractor's operations.

All existing improvements, including irrigation lines which are damaged by actions of the Contractor, shall be restored by the Contractor to their original or better condition at the Contractor's expense.

The Contractor shall mark, as approved by the Landscape Manager or his representative, all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by his operations. This shall be completed prior to the start of that operation and approved by the Landscape Manager or his representative.

Relocations, repairs, replacements or reestablishment shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

The last paragraph of Subsection 7-9 of the Standard Specifications is hereby deleted and replaced with the following.

All damage incurred to existing facilities by the Contractor's operations shall be repaired or replaced at Contractor's expense.

7-10 PUBLIC CONVENIENCE AND SAFETY

Add the following:

Lane transitions shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement, Section C6.08, "Tapers."

Traffic deviations, detours, and roadway closure plans shall be coordinated and approved by City Public Works a minimum of twenty four (24) hours in advance of implementation.

The following requirements shall be included:

1. Attention is directed to Section 7-10 Public Convenience 7-10.4 Public Safety and 7-10.3 Street Closures of the Standard Specifications.
2. Traffic control shall be coordinated for the minimum inconvenience and maximum safety of the public during the construction period and in accordance with these Specifications.
3. The Contractor shall furnish install maintain and remove all traffic controls signs barricades lights and devices required for traffic and pedestrian control and in addition shall furnish all flagmen necessary for the safety of traffic through the site. The Contractor shall be fully responsible for all traffic and pedestrian safety controls during the construction period.
4. All existing road signs removed during weed abatement will be temporarily reset on the same day the sign is removed. The Contractor shall notify the Agency forty-eight (48) hours in advance of the time required to remove or permanently reset all roadside signs.
5. The Contractor shall erect temporary screen barriers to prevent dirt, rocks and other debris from being projected at structures, moving and parked vehicles, et cetera.

7-10.1 Traffic and Access

Add the following:

The Contractor will be required to maintain at least one lane of traffic in each direction through the project area at all times in a manner satisfactory to the Senior Public Works Inspector.

Add the following Subsection:

7-10.1.2 Parking Restrictions and Posting for Tow Away

No Parking signs posted by the Contractor shall be of heavy card stock and not less than 1.75 square feet of surface area on the face. Background color shall be white and letters shall be printed in red water resistant ink, except day, date, and time of restriction may be printed in black water resistant ink. The signs shall be printed with the words "Tow Away" and "No Parking" with a character height of not less than 2.75 inches and a stroke width of not less than 0.5 inches. The day, dated, and time of the particular restriction shall be printed or attached below the above mentioned wording in characters of not less than 2.0 inches in height and 0.4 inches in stroke width. The day of the week shall be written out or properly abbreviated with three to four letters; date or dates or restriction shall be listed completely; the beginning and ending times shall be clearly listed on the sign.

Signs shall be mounted such that the wording "No Parking" are at an elevation at least three (3) feet above the adjacent flow line. Signs may be tied with string to trees and power poles, taped to existing sign poles, or mounted to stakes or barricades as provided by the Contractor. The signs shall be placed as needed to control the parking of cars within the construction zone; signs shall be placed at intervals of seventy five (75) feet or less along each side of the roadway.

Signs shall be posted and maintained by the Contractor for a period of seventy two (72) hours prior to the restrictions becoming effective. The Contractor may only post parking restrictions which are effective for the duration of the Work. Upon completion of the Work, all signs, stakes, and barricades shall be promptly and completely removed and disposed of by the Contractor. The Contractor shall promptly reset or replace all damaged or defective signs.

DEVIATIONS FROM THE REQUIREMENTS OF THIS SUBSECTION WILL BE PERMITTED ONLY ON PRIOR CONSENT OF THE LANDSCAPE MANAGER OR HIS REPRESENTATIVE. FAILURE OF THE CONTRACTOR TO ADHERE TO THE REQUIREMENTS OF THIS SUBSECTION, OR FAILURE OF THE CONTRACTOR TO COMPLETE HIS DAILY SCHEDULE ONCE "TEMPORARY NO PARKING" SIGNS HAVE BEEN POSTED, WILL RESULT IN DAMAGES BEING SUSTAINED BY THE CITY. SUCH DAMAGES ARE, AND WILL CONTINUE TO BE, IMPRACTICABLE AND EXTREMELY DIFFICULT TO DETERMINE. FOR EACH OCCURRENCE OF A VIOLATION, AS PROVIDED HEREIN, THE CONTRACTOR SHALL PAY TO THE AGENCY, OR HAVE WITHHELD FROM MONIES DUE TO IT, THE SUM OF ONE THOUSAND DOLLARS (\$1,000).

EXECUTION OF THE CONTRACT SHALL CONSTITUTE AGREEMENT BY THE AGENCY AND CONTRACTOR THAT ONE THOUSAND DOLLARS (\$1,000) PER VIOLATION IS THE MINIMUM VALUE OF THE COST AND ACTUAL DAMAGE CAUSED, THAT SUCH SUM SHALL NOT BE CONSTRUED AS A PENALTY, AND THAT SUCH SUM MAY BE DEDUCTED FROM PAYMENTS DUE THE CONTRACTOR.

7-10.3 Street Closure, Detours, Barricades

Add the following:

For all traffic control barricades, signs and devices used by the Contractor shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) and the MUTCD California Supplement, Section C6.08, "Tapers."

Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the Agency will at its option place needed devices or engage a private firm to place and maintain said barricades, which will be charged to the Contractor directly.

Full street closures will not be allowed prior to City Council approval.

7-10.4 Public Safety

Add the following

7-10.4.4 Contractor agrees to perform all work outlined in this contract in a manner to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and right-of-ways at all times including safely stored equipment machines materials or debris protected excavations or other hazards consequential or related to his work. Contractor agrees additionally to accept the sole responsibility for complying with all local County, State, and other legal requirements including, but not limited to, full compliance with the interest and terms of the applicable OSHA and Cal/OSHA safety orders at all times to protect all persons, including Contractor's employees agents of the Agency vendors members of the public or others from foreseeable injury or damage to their property.

All conditions and occurrences out of the norm shall be initially and immediately reported by the Contractor by phone followed by confirmation in writing to the Landscape Manager or his representative including, but not limited to, accidents injuries damages crimes thefts vandalism hazards etc.

The Contractor shall be responsible from the time of beginning operations for all injury or damage of any kind resulting from said operations to persons or property regardless

of who may be the owner of the property. In addition to the liability imposed upon the Contract on account of personal injury (including death) or property damage suffered through the Contractor's negligence the Contractor assumes the obligation to save the Agency harmless and to indemnify the Agency from every expense liability or payment arising out of or through injury (including death) to any person or person or damage to property (regardless of who may be the owner of the property) of any place in which work is located or connected therewith arising out of or suffered through any act of omission of the Contractor any subcontractors or anyone directly or indirectly employed by or under the supervision of Contractor or subcontractor in the prosecution of the operations included in this contract.

7-13 Laws to be Observed

Add the following"

7-13.2 Air Pollution. In accordance with the provisions of Sections 11017 and 14381 of the Government Code, the Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes

SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL. Amend as follows:

The Contractor shall maintain an office or base of operations within 30 miles of the new Calabasas Civic Center located at 100 Civic Center Way (*old street name: Park Sorrento*). The Contractor shall maintain a telephonic communications system such that:

24-hour emergency notification is possible: (800) _____.

All calls are returned within four (4) hours.

All calls are toll free from the City of Calabasas.

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT

For all the services listed in the Contract Bid Schedule the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor the sum of the Unit prices, per the Cost Breakdown schedules.

The Contractor shall present a demand for payment no later than the twenty fifth (25th) day of the month following the month for which payment is sought. The City's check for payment shall be mailed, unless Contractor wishes to have the check picked up by an

authorized representative. The amount paid to Contractor each month for the weed abatement/brush clearance work provided shall be the total compensation payable.

An adjustment will be made for addition or deletion of weed abatement/brush clearance tasks affecting the responsibilities of this contract.

Payment for conforming to all the provisions of the Contract Documents shall be considered to be included in the Contract unit prices for the items of Work bid and shall include all costs for labor materials, and equipment required for the execution of the Work unless otherwise set forth.

9-3.2 Partial and Final Payment.

9-3.2 Partial and Final Payment. Add the following:

Retained Percentage. The Agency will retain five (5) percent of any progress payment to a maximum of ten (10) percent of the total annual contract amount as retention for the protection and payment of any person or persons, mechanics, subcontractors, or material men who shall perform any labor upon the contract or work hereunder, and all persons who shall supply such person or persons or subcontractors with components and supplies for carrying on such work. Retention can also be used for correction of defective work if Contractor refuses to perform corrective work after being so directed by Agency. Retention will be released to the Contractor thirty five (35) days after acceptance of the work by City Council and the filing of a Notice of Completion.

A final balancing change order will be issued prior to submission of final pay request, to incorporate all quantity variances from bid quantities into the final contract amount.

In accordance with Section 22300 of the California Public Contract Code, the Contractor will have the option of posting securities of equal or greater value in lieu of a cash retention.

9-3.2.1 Invoicing. Upon completion and approval of each work area, the Contractor shall submit to the Landscape Manager a completely itemized invoice based on work completed.

- a. Invoices shall be submitted on standard Company letterhead forms and shall state:
 1. Invoice number
 2. Invoice period (dates)

3. Total amount requested
 4. Breakout, by category/address/designated work area, all work done on each invoice submitted.
- b. **Attached to each work area invoice shall be a copy of the Field Inspection Report provided herein in Appendix A which shall be complete and accurately reflect work performed along with digital photos. These photos shall be before and after photos to the work area. These before and after photos shall have been taken from the same area so that it can be clearly recognized that the work has been completed (See section E for additional information).**

Payment will be made subject to approval by the Landscape Manager and City.

9-3.2.2 Deductions. Deductions from monthly performance payments shall be divided into four categories.

- a. Performance on Schedule:
 1. Failure of the Contractor will result in damages in the additional inspection, administration and complaints by the public being sustained in the Agency.
 2. The sum of three hundred dollars (\$300) per day will be deducted and forfeit from payments to the Contractor for each instance where an item of work is not completed in accordance with the schedule or specifications.
- b. Minor Deficiencies:
 1. An additional amount equal to the percentage incomplete times the value of each unit.
 2. On certain activities the Contractor will be granted partial payment when it completes the work after the schedule time yet still within acceptable limits.

c. Major Deficiencies:

1. An additional amount equal to the costs incurred by completion of the work by an alternate source whether it be by Agency forces or separate private contractor, even if it exceeds the contract unit price, will be deducted and forfeit from payments to the Contractor.
2. Whenever immediate action is required to prevent impending injury, death, or property damage, and precautions which are not reasonably expected to be taken, Agency may, after reasonable attempt to notify the Contractor, cause such precautions to be taken and shall charge the cost thereof against the Contractor, or may deduct such cost from any amount due or to become due from Agency. Agency action or inaction under such circumstances shall not be construed as relieving the Contractor or its surety from liability.

d. Inspection/Administration Cost Limitation – Section 2-10.

These actions shall not be construed a penalty but as adjustment of payment to the Contractor for only the work actually performed, or as the cost to the Agency for inspection and other related costs from the failure of the Contractor to complete the work according to schedule.

9-3.3 Annual Contract Cost Adjustment

9-3.3.1 Guidelines.

- a. **After the first year of the contract, and at the beginning of each Fiscal Year (July 1) thereafter, at the sole discretion of the Agency, the contract may be adjusted based on the current Consumer Price Index.**

The adjustment will be based on the Los Angeles, Riverside, and Orange Counties Regional Consumer

Price Index (CPI-U) twelve (12) month percent change not seasonally adjusted. The twelve (12) month period shall begin and end during the month thirty (30) calendar days preceding the anniversary date of the starting date of the contract.

- b. In the event the Contractor believes he/she has experienced contract costs exceeding the automatic CPI-U percent change, the Contractor may request an adjustment of prices bid based on the following categories and submittal requirements:

The requested increase and all supporting documentation shall be submitted a minimum of seventy five (75) calendar days prior to the annual contract effective date to allow for review and processing to be effective on the annual effective date. All such increase requests shall be based on actual, not anticipated, increases. Once an adjustment is made, it shall remain in effect during the subsequent term of the contract. All increases shall be evaluated in terms that are in effect at the time of the request. At no time shall an individual increase be granted that exceeds ten (10) percent of the total contract base price.

9-3.3.2 Categories

- a. Labor. Any increase in labor cost shall only be granted in the event that the State of California Department of Labor Relations mandates that an increase of the general prevailing wage set at the beginning of the contract be paid.
- b. Disposal Costs. Cost adjustment provision shall apply only to cost increases for disposal.
- c. Equipment. Cost adjustment provision will apply to Contractor owned and operated equipment and rental equipment.

9-3.3.3 Submittal Documentation

- a. Labor. Requirement changes by Department of Industrial Relations.
- b. Materials and Equipment

1. Cost or rental rate at the start of the evaluation period.
2. Cost or rental at the end of the evaluation period.
3. Cost shall be based on rental rates listed in the California Department of Transportation Publication titled "Labor Surcharge and Equipment Rental Rates."

Individual pieces of equipment or tools not listed in said publications and having a replacement value of two hundred dollars (\$200) or less whether or not consumed by use shall be considered to be small tools and no payment will be made therefore

The rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind depreciation, storage, insurance, and all incidentals.

9-3.3.4 Review Procedure

- a. The Landscape Manager or his representative will review the cost adjustment request.
- b. If the Agency's proposed adjustment and the Contractor's request are substantially different the Contractor will be requested to supply additional supportive data.
- c. The Agency will then finalize and implement the cost adjustment through change order effective on the annual contract effective date.
- d. The decision by the Agency will be final.

SECTION E
CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013

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SPECIAL PROVISIONS
CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013

700 RESPONSIBILITIES OF THE CONTRACTOR

700-1 GENERAL

General responsibilities and administrative requirements shall comply with the Standard Specifications for Public Works Construction (SSPWC), 2009 edition, including annual supplements, the general provisions modifications and these Special Provisions.

700-2 EMERGENCY INFORMATION

The Contractor shall provide the Landscape Manager with the following information in writing and submit it with the signed contract, contract bonds, and certificates of insurance:

1. Name of authorized representative at each job site.
2. **Address and telephone number(s) where the above person can be reached twenty four (24) hours a day.**
3. Address of the nearest office of the Contractor, and the name and telephone number of a person at that office who is familiar with the project.
4. Address and telephone number of the Contractor's main office and the name and telephone number of the person at that office familiar with the project.

700-3 SUBMITTALS

700-3.1 Monthly Record

No herbicides shall be used in this Work.

700-3.2 Soils Tests

Soils tests are not required.

700-3.3 Substitute Products

Equipment which does not conform to project specifications, or as specified herein, must be submitted to and approved in writing by the Agency prior to use.

700-3.4 Quality Control Plan

The Contractor shall develop and submit a Quality Control Plan and a Weekly Work Schedule to ensure that this Contract work is performed at the required intervals and conforms to the

specifications and appropriate standards. The Contractor shall submit a completed Field Inspection Report (Appendix A) upon completion of each separate work area.

700-4 DRESS CODE

The Contractor shall be responsible for having all employees wear a proper company uniform. All employee's hair, beard, and dress shall be well-groomed. The proper uniform includes:

1. Badges – Employee badges including name and photograph are to be available for inspection at all times.
2. Shoes – Safety boots or shoes in good condition. No sandals or tennis shoes shall be worn on the job.
3. Shirts – All workers shall wear uniform shirts with long or short sleeves with the Contractor's company name or other identifying marks. All shirts shall remain buttoned; non-uniform shirts and tank tops are not acceptable.
4. Vehicles - All vehicles must have company logo on doors.

700-5 EQUIPMENT AND LABOR

700-5.1 The Contractor shall at all times furnish and maintain sufficient labor and equipment to perform the work of this contract.

700-5.2 The equipment shall be subject to the inspection and approval of the City.

700-5.3 Spark Arresters Required

All engines of any kind used within any fire hazard area are required to be equipped with a spark arrester. The device shall meet the United States Forestry Service "Standards for Spark Arresters for Internal Combustion Engines."

700-6 STANDARDS OF PERFORMANCE

All other portions of these Specifications notwithstanding, it is agreed that the intent of this contract is to provide weed abatement and fuel reduction for fire safety in conformance with the Los Angeles County Fire Department regulations. The Contractor shall provide the Landscape Manager or his representative a copy of daily log of all activities and staffing concerning work sites covered by this contract.

The Contractor must maintain a "before and after" photo log of each work area and this log must be submitted with the invoice for that work area (can be on a CD). Sufficient before and after photos shall be taken to visually identify work performed in a specific area: Three locations minimum and no more than one thousand (1,000) linear feet apart. The "before and after" photos shall be taken from the same perspective.

The Contractor to keep available at all times a City letter authorizing entry to gated facilities for the purpose of weed abatement.

The Landscape Manager:

1. Shall consult with the City attorney to decide any and all questions which may arise as to claims and compensation;
2. Shall have authority to enforce and make effective such decisions and orders as the Contractor fails to promptly carry out;
3. Shall refer any question or doubt relative to the true meaning of the Specifications to the City Attorney, whose decision thereon shall be final;
4. Shall secure any separate contract required to accomplish the work and prevent loss or damage;
5. Shall decide any and all questions which may arise as to:
 - a. The quality or acceptability of the work performed.
 - b. The manner of performance.
 - c. The rate of performance.
 - d. The interpretation of the work specifications.
 - e. The acceptable fulfillment of the contract on the part of the Contractor.

City Financial Officer shall provide control over all insurance and bonds.

700-7 DAMAGE REPAIR

700-7.1 Authorization. The Contractor shall be responsible for repair of any damage caused by his work or operations, and shall pay all cost for repair. Prior to the start of any damage/repair work, the Contractor shall obtain written authorization from the Landscape Manager. The Contractor shall then complete repairs within forty eight (48) hours after approval.

700-7.2 All damage repairs shall be completed in accordance with the following **(this shall include damage repairs to private property)**:

- a. **Groundcover.** Damage to any groundcover areas, including turf areas shall be corrected by replacement similar size plants. Turf areas shall be replaced with sod (not reseeding).
- b. **Trees.**
 - 1) Minor damages such as bark lost from impact of equipment shall be remedied under the supervision of a Certified Arborist.
 - 2) If said damage results in loss of a tree, the damaged tree shall be removed, replaced; and paid for by the Contractor. The species and size of the tree shall be determined by the Landscape Manager.
 - 3) **No line trimming shall be done within twelve (12) inches of the base of trees.**
- c. **Shrubs.**
 - 1) Minor damage may be corrected by appropriate pruning.

- 2) Major damage shall be corrected by removal of the damaged shrub and replacement with the same species and size which shall be determined and/or approved by the Landscape Manager.

d. **Drainage structures.**

- 1) Minor damage to concrete and/or damage to drainage grates shall be repaired/replaced immediately.

700-7.3 All repairs shall meet the approval of the Landscape Manager.

701 GENERAL WEED ABATEMENT / FUEL REDUCTION FOR FIRE SAFETY PROCEDURE

701-1 PERMITS

All necessary permits and approvals shall be obtained by the Contractor.

701-2 INSPECTIONS

The Contractor shall:

- a. At least weekly, Landscape Manager and Contractor will meet to assess the facilities and confirm the schedule before work is done.
- b. At least weekly, perform an inspection during daylight hours of all facilities abated during the prior week within the contract as reviewed by the Landscape Manager or his representative.
- c. The Contractor's site supervisor shall meet at least weekly with the Landscape Manager or his representative for walk-through inspections. Said meeting shall be at the convenience of the Landscape Manager or his representative. In addition, irregular inspections may be made by the Landscape Manager. All corrective work required as a result of a weekly inspection or any irregular inspection by the Landscape Manager shall be accomplished to the satisfaction of the Landscape Manager within five (5) working days of the authorization to remedy the deficiencies. **The Contractor shall provide the Landscape Manager with written and photographic confirmation of all corrective work.**
- d. **The Contractor shall provide a senior management representative authorized to bind the company at meetings with the Landscape Manager and for consultation, preparation of proposals, and inspections.**
- e. **Contractor must maintain "before and after" photographs of each work area and make them available to the City via a CD. (See Pg. 92, Para 700-6 Standards of Performance)**
- f. **Contractor is to keep available at all times a City letter authorizing entry to gated facilities.**

701-3 REVIEW

Each week of contracted maintenance shall be reviewed by the Agency in order to conform adherence to these Specifications. Checklists and schedules referred to herein shall be reviewed at the meeting. The maintenance site review meeting shall be requested from the Agency by the Contractor a minimum of five (5) working days prior to the anticipated review date. **The weekly site review meeting followed by satisfactory completion of any or all punch list items is a required prerequisite for payment of monthly invoice(s).**

701-4 PAYMENT

For all the services the Contractor is obligated to perform under the terms of this contract, the City shall pay to the Contractor the sum of the unit prices bid.

The Contractor shall present a demand for payment no later than the twenty fifth (25th) day of the month following the month for which payment is sought. The Agency's check for payment shall be mailed, unless Contractor wishes to have it picked up by an authorized representative. The amount paid to Contractor each month for the weed abatement herein provided shall be the total compensation payable.

702 SCOPE OF WORK

702-1 GENERAL

702-1.1 All areas in the City of Calabasas are considered extreme fire hazard areas. It is the intent of this contract to create a safe fuel break for all the structures within the contract area.

702-1.2 All areas within the contract area will receive a minimum two hundred (200) feet clearance from structure. The effort to achieve the horizontal clearance will depend on steepness of the slopes and worker safety in providing the required clearance. These guidelines will be adjusted by the Agency as each situation is evaluated.

702-1.3 Remove all dead material. This includes dead trees and dead shrubs. It also includes dead branches and dead undergrowth in live plants.

Remove all or most native plants from the "Defensible Space" within 200 feet of structures. Prune the branches from the lower third (1/3) of any native plants you keep in this area, and keep these plants spaced eighteen (18) feet apart. If the plant is over eighteen (18) feet in height, only prune the lower six (6) feet. (See Appendix B. See also: <http://www.lafd.org/brush/brushmailer.pdf>)

Per the City, the fuel load in the VHFHSZ will be reduced to a minimum two hundred (200) feet from structure. Prune the branches from the lower third (1/3) of any native plants left in this area. If the plant is over eighteen (18) feet in height, you only need to prune the lower six (6) feet. (See 702-2.1)

702-2 CLEARANCE REQUIREMENTS

702-2.1 All native and non-native weeds, brush and grasses shall be cleared two hundred (200) feet from any structure. Clearance of two hundred (200) feet is required in all areas. Normal clearance requirements from a structure are:

- a. The two hundred (200) feet clearance area shall be cut to a maximum height of three (3) inches.

- b. Native shrubs may be retained if the spacing between plants is at least three times their diameter. They may never be closer than eighteen (18) feet from other native shrubs, brush or structure. All retained shrubs shall be cleared completely beneath the canopy to a maximum height of three (3) inches.
- c. Oak species and specimen native shrubs shall be maintained free of dead wood and litter within the clearance zone and trimmed up at least forty eight (48) inches from the ground or one third of their height whichever is less. Oak species are to be trimmed using only sanitized hand tools.
- d. If erosion in the work area is of concern – stop work in that area – and contact the Landscape Manager for further instruction.
- f. **Clearance work near stream beds shall be limited to the top of the stream bank.** No clearance work shall be conducted in a stream bed area at any time.

702-2.2 Other clearance requirement. Clear all weeds and grasses, and maintain other vegetation free of dead material, within ten (10) feet of any combustible fence or edge of any highway, street, alley, or paved driveway used for vehicular travel.

Trees that are taller than eighteen (18) feet shall have lower branches trimmed so that no foliage is within six (6) feet of the ground. Trees and shrubs less than eighteen (18) feet shall have branches trimmed so that foliage is removed from the lower third (1/3) of the height of the tree or shrub.

All dead material shall be removed.

V-Ditches/Swales: **(See Section 700-7.2, Part d, Page 94).**

702-3 BRUSHING

702-3.1 General. Approximately twenty five (25) percent of the area of work is brush maintenance. **All areas observed to be covered with thick brush are the responsibility of the Contractor to recognize and bid accordingly.**

702-4 LITTER REMOVAL

702-4.1 Removal. Remove and safely dispose of all cut or bagged vegetation, all dead trees, and all debris. All litter and debris shall be removed from the work site within twenty four (24) hours. **Debris along roadways shall be removed immediately.**

If work is completed on Friday, debris/cuttings shall be removed that day. Debris may not be left in place, piled or hidden over the weekend.

Piles of organics left in place by previous activities of individuals other than Contractor shall be identified and removed. If Contractor observes debris or trash deposited in a work zone, prior to beginning work in that zone, he must photograph the debris or trash and notify Landscape Manager or his representative immediately.

702-4.3 Mulching

702-4.3.1 Herbaceous materials may be left in place where allowed if run through a mulching device approved by the Landscape Manager.

702-4.3.2 Woody materials may be used as mulch in allowed areas if run through a chipper approved by the Landscape Manager.

703-4.3.3 Mulching is permitted within the following requirements:

- a. Mulch within one hundred (100) feet of structures is limited to three (3) inches in depth from mineral earth.
- b. Mulch is limited to six (6) inches in depth in all other areas from mineral earth.

703 PRACTICES NOT ALLOWED

703-1 DISCING

Discing is not allowed as a means of weed abatement. This activity will be considered immediate breach of contract.

703-2 HERBICIDES

Herbicides shall not be used as a means of weed abatement or growth control.

703-3 BRUSH DRAGGING

Brush dragging. **Hiding debris by dragging it into surrounding brush areas will not be allowed. This Activity will be considered immediate breach of contract.**

703-4 SMOKING

No smoking allowed in any work area at any time.

704 SCRUB OAK FUEL MODIFICATION TECHNIQUES

704-1.1 Clear all scrub oaks of dead wood.

704-1.2 Limb up all scrub oaks to a distance of forty eight (48) inches above grade.

704-1.3 Thin out scrub oaks to in accordance with the following:

- Eighteen (18') feet between groups of plants
- Two hundred (200') feet from any structure

705 SANITATION

705-1 FUEL DISPENSING

Fuel shall not be dispensed on any hardscape.
Annual Weed Abatement for Fire Safety RFQ/P

705-2 PROTECTION

All private property and roadsides shall be protected from mechanically thrown debris.

705-3 ILLEGAL DUMPING

Any and all illegal dumping within the two hundred (200) feet or in and the vicinity that is observed by the Contractor or its workforce shall be photographed and immediately reported to the Landscape Manager or his representative.

705-4 EQUIPMENT

705-4.1 Condition. All equipment shall be maintained in clean condition and good repair.

705-4.2 Storage. Equipment shall not be stored or left overnight on private property or public streets.

706 PROPERTY ACCESS

706-1 OWNER'S PERMISSION

Where it is necessary to cross private property in order to reach a work site, the Contractor shall contact the private property owner and **obtain written permission to enter upon the private property.**

707 SCHEDULE

707-1 ZONES

The areas of work shall be divided into Zones by the Landscape Manager. These Zones shall be used for scheduling purposes.

(See Appendix C for District maps and approximate Square Footage of Quantities)

707-2 ZONE SEQUENCE

Each Zone is subject to inspection and approval prior to moving to the next Zone.

707-3 SCHEDULE

The Contractor shall prepare a schedule of work as required by Section 601 of the SSPWC and present it to the Landscape Manager for approval.

708 TIME

708-1 START DATE

It is the intention of the start date to occur when soil moisture is depleted. The termination date is to comply with Los Angeles County Fire Department compliance inspection. Contractor is responsible to complete the work within these time limits.

Contract work start date is tentatively scheduled for May 1 of each year and a first cut completion date of all Work Areas (Zone) is June 30 of the same year, weather and conditions permitting.

709 INVOICE

709-1 FORM

The Contractor shall submit invoices on a form provided by or acceptable to the Landscape Manager.

709-2 PROCEDURES

Refer to Section 9-3 of the Special Provisions. The Contractor shall sign the invoice presented to the Landscape Manager; the Landscape Inspector shall verify that the work has been satisfactorily performed before the Inspector signs the invoice. All rechecking inspections required by inspection shall be back charged to the Contractor.

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

APPENDIX A

- **Field Inspection Report Form**
 - **Oak Tree Standards**

**CITY OF CALABASAS
2013 ANNUAL WEED ABATEMENT WORK AREA INSPECTION SCHEDULE**

Bid Schedule Page & Item No.	WORK AREA	FIRST CUT START DATE	FIRST CUT COMPLETE DATE	DATE INSPECTED	FIRST CUT REWORK NEEDED? YES/NO	DATE FIRST CUT REINSPECT	SECOND CUT OR DEAD TREE REMOVAL REQUIRED? YES/NO	DATE SECOND CUT INSPECT	INVOICE NO. & DATE INVOICE RECEIVED	DATE CHECK ISSUED
CITY OPEN SPACE (Map Page & Area #s)										
	Highway 101 Freeway Corridor High Profile Areas @ Lost Hills Rd. Interchange: Map Pg. 3, Work Areas 1 - 8									
	City parcel between Steeplechase & Stone Creek HOAs, from top of creek banks to fences or irrigated areas: Map Pg. 3, Work Areas 9 & 10									
	City parcels between Liberty Canyon (Marks & Davids Rds) & Calabasas View HOA: Map Pg 3, Work Areas 11 & 12									
	Two city parcels on Las Virgenes Creek S/O Meadow Creek Lane: Map Pg. 4 Work Areas 13 & 14									
	City parcel E/O De Anza Park, adjacent to creek & across from city parcel located at SW corner of Lost Hills/Las Virgenes Rd: Map Pg. 4, Work Area 15									
	City parcel at SW corner of Lost Hills/Las Virgenes Rd: Map Pg. 4, Work Area 16									

<p>ROW on both sides of Las Virgenes Rd ROW, from Agoura Rd to Mulholland Hwy: Map Pg. 4, Work Areas 17 & 18</p> <p>Portion of City Parcel on ES of Las Virgenes Rd @ Mulholland Hwy (behind 26885 Mulholland Hwy): Map Pg. 5, Work Area 19</p>										
<p>Hwy 101 @ Las Virgenes RD On/Off Ramps: Map Pg. 6, Work Areas 20 - 23</p>										
<p>West Calabasas Rd ROW: From Mureau Rd West to end of Calabasas Rd: Map Pg 7, Work Area 24</p>										
<p>Portion of City Parcel on Dry Canyon Cold Creek Road, behind Calabasas Park Estates HOA: Map Pg. 8, Work Areas 25 - 27</p>										
<p>Mulholland Hwy, ROW from Old Topanga Cyn Rd west to city line: Map Pg 8, Work Areas 28 - 30; Map Pg 9, Work Areas 31, 32, 33, 38, 40; Map Pg 10, Work Areas 41 & 42</p>										
<p>City Parcels in Highlands: Map Pg 11, Work Areas 35 - 37, 39, 43;</p>										
<p>City Parcels in Old Topanga Canyon: Map Pg 12, Work Areas 49-54</p>										

<p>City Parcel E/O Dardenne (adjacent to LA Co water tank), past end of Lemans: Map: 13, Work Area 55</p>	<p>At this time the weed abatement work on this parcel is completed by others (LA Co water district)</p>
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<u>PARKS</u>										
	Civic Center Park: Map Pg 16, Work Areas 1 & 2									
	Creekside Park: Map Pg 17, Work Area 1 *** NOTE: Abatement must take place when school is not open & when city programs are not using playfield. Work with Landscape Manager to schedule work									
	De Anza Park: Map Pg 15, Work Area 1									
	Gates Canyon Park: Map Pg 14, Work Area 1									
	Wild Walnut Park: Map Pg 18, Work Area 1									
Mountains Restoration Trust (MRT): Not in this Contract										
<u>LLAD 22</u>										
	Bellagio: Map Pg 20, Work Areas 1 - 4									
	Country Estates: Map Pg 21, Work Areas 1 - 4									
	Calabasas Hills: Map Pg. 22, Work Areas 1 - 3; Map Pg. 23, Work Areas 4 - 6									

	Calabaras Park: Map Pg. 24, Work Areas - 8, 10									
	Calabaras Park Estates: Map Pg. 25, Work Areas 1 - 5; Map Pg. 26, Work Areas 5 - 1									
	Clairidge: Map Pg. 27, Work Areas 1 & 2									
	The Oaks & The Estates of The Oaks: Map Pg. 28, Work Areas 1 - 7 Map Pg. 29, Work Areas 7 - 10									

Vista Pointe	AS OF JUNE 2012, VISTA POINTE HOA HIRED A PRIVATE CONTRACTOR FOR WEED ABATEMENT WORK
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	Westridge: Map Pg. 30, Work Areas 1 - 4									
<u>LMD 22</u>										
	Public Hiking Trail: Runs from the water tower on the N & front side of The Oaks HOA, around the front and S side of the HOA to the rear of private parcels on Prado de la Felicidad: Map Pgs. 31 & 32, Work Areas 1 - 3									
<u>LLAD 24</u>										
	Steeplechase HOA Parcels: Along Las Virgenes Creek, from upper creek slopes back to parcel lines (does NOT include creek banks): Map Pg. 33, Work Areas 1 & 2 Rear slope of Community Center parcel : Map Pg. 33, Work Area: 3									

EXTRA WORK										

OAK TREE STANDARDS

FUEL MODIFICATION GUIDELINES

This document provides standards for fuel modification performed within the City of Calabasas. Any contractor performing brush clearance operations shall be required to perform in accordance with these standards. These guidelines are based upon information contained in the City of Calabasas Oak Tree Preservation and Protection Guidelines.


DEFINITION

An oak tree shall be defined as any tree of the *Quercus* genus including, but not limited to, *Quercus agrifolia* (Coast Live Oak), *Quercus dumosa* (Scrub Oak) and *Quercus lobata* (Valley Oak). Said trees shall have an average diameter of at least one inch (1") when measured twelve inches (12") above natural grade. Trees not meeting these genus and size criteria shall be exempt from these standards.


**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

APPENDIX B

- **LAFD Brush Clearance Program Information Brochure**




LAFD
LOS ANGELES FIRE DEPARTMENT



BRUSH CLEARANCE
PROGRAM INFORMATION REMINDER

INSPECTIONS BEGIN
MAY 1, 2012

2012



**OFFICIAL
FIRE DEPARTMENT
NOTIFICATION**

Brush Clearance is a year round responsibility.
Clear early, clear often.

PRESENTED BY
STANFORD U.S.
FIRE INSURANCE
LOS ANGELES, CA
PERMIT NO. C383



Los Angeles Fire Department
1527 Van Ness Boulevard #411
Van Ness, CA 94101

CHECK LIST & BRUSH CLEARANCE TIPS

BRUSH CLEARANCE TIPS

Remember that when clearing your brush, safety is very important. In recent years many brush fires have started by homeowners attempting to clear their brush. Many times, the homeowner has not been trained in the proper use of equipment that started fires.

The following are simple guidelines for homeowners to follow to clear their brush safely:

- Always have a water source readily available. A water extinguisher, garden hose or a fire bucket of water.
- Avoid clearing brush during the peak temperatures of the day, between 1,000 am and 3,000 pm and on days when a hot fire alert has been declared by the fire department.
- Only use properly maintained, serviced equipment and have a spark arrester when required.
- Do not rub up unburned equipment while under a fire. Use approved hot-dumping containers only.
- Always make sure the hot exhaust on any motorized equipment is clear of any vegetation. (Grass, weeds, shrubs)
- Do not use metal tools on wood structures/shrubs. Use nylon line or plastic blower instead.
- Always wear safety glasses and gloves. Heat has just made you uncomfortable.

CHECKLIST

- Identify property lines by going to Department/Division for assistance.
- Cut all grass and weeds down to three-inches or less from all structures.
- Trim 18 feet and higher tree lower branches six-foot from the ground.
- Stumps need to be trimmed up 1/2 of height (six-foot shrub, trim up two-foot)
- Remove all dead or dying trees, remove dead branches.
- Trim tree branches 10 feet away from chimneys, fire-places, vertical air flow pipes.
- Remove dead leaves and pine needles from rooftops and gutters.
- Clear a minimum of 10 feet of readiness or combustible fuels or grass and brush.
- Trim overhanging tree branches from curb up minimum of 14 feet to allow access to emergency vehicles.
- Clear to inside of paper street if property is adjacent to a paper street.
- Remove all bagged or cut material or chips and spread to regulations.
- Do not remove or pile protected native trees without a permit.

Decorative plants and tree trimming should be done annually. Always consult a licensed arborist. Brush Clearance is a year round responsibility.

Thank you for clearing your hazardous vegetation and making your community a safer place. For additional information go to: www.lafire.org/brush



Your property is in the "High Fire Hazard Severity Zone," and will be inspected on or after May 1, 2012. If your property is compliant when inspected, you will receive no additional notices from the Fire Department.

Brush fires occur year round. Low rainfall, low humidity and high temperatures make your city a high fire hazard area. The City of Los Angeles Fire Department's "Zone 1" map is an important tool in preparing your home to survive a disastrous brush fire. The information on this brochure is designed to help you understand your responsibility and to help your firefighters protect your home.

Every year, the fire industry, hazardous conditions around your home and the fire departments help you understand the importance of brush clearance. Make use of paper maintenance and plant selection of landscape regulations, which contribute to the safety of fire and power's drivers or structures.

Your Fire Department will begin the 2012 Brush Clearance Inspection cycle on May 1, 2012. Please do your part by completing your brush clearance and maintenance requirements by the deadline.

For more information, please visit www.lafire.org/brush or call 311.

Thank you for your continued support.




Steve L. Cummings
Fire Chief
Los Angeles Fire Department

A MESSAGE FROM OUR FIRE CHIEF

INDEPENDENT CONTRACTORS LIST

2012 INDEPENDENT CONTRACTORS LIST

CONTRACTOR'S NAME	CITY'S SCORE	PHONE #
Avolon Landscapes, Inc.	Sherman Oaks, CA 91413	(818) 981-0452
Brian Walsh Brush Clearance	Los Angeles, CA 90027	(323) 662-9002
Equary Inc. DBA: Ecozone Tree Care	Pacific Palisades, CA 90272	(310) 980-1956
Green Leaf, G.T.H. Inc.	Van Nuys, CA 91401	(818) 788-1255
International Environmental Corp.	Pasadena, CA 91412	(818) 892-0341
Martinez Landscapes, Inc.	Irvine, CA 92706	(656) 968-0196
Outridge Landscapes, Inc.	North Hills, CA 91343	(818) 891-0468
Par American Brush Clearance, Inc.	Sherman Oaks, CA 91403	(818) 766-1966
Topol Weed Abatement, Inc.	Palmdale, CA 91351	(661) 943-1445
Stem, Inc.	Pasadena, CA 91109	(323) 248-7144
Steven W. Rupp, DBA: SR Landscapes	La Crescenta, CA 91224	(818) 249-0111
Timothy Tree Services, Inc.	Riverside, CA 91335	(818) 996-4577
Underwood Landscapes	Agoura Hills, CA 91316	(818) 991-5415
Vanguard Landscapes, LLC	Sunland, CA 91064	(818) 787-2711
White Unlimited	Sunland, CA 91064	(818) 994-1072

THIS LIST IS PROVIDED AS A CONVENIENCE ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION

HOW TO COMPLY

HOW TO COMPLY WITH LOS ANGELES CITY BRUSH CLEARANCE REQUIREMENTS

1 Do you have other yard property issues? If you do not have your property issues resolved, you may not be able to obtain a permit for brush clearance. You must obtain a permit from the City of Los Angeles County Tax Assessor's Office.

2 Self-insure your property. Compare your requirement with the program in the brochure. Measure, document, and photograph your property. Obtain a permit for brush clearance. Obtain a permit for brush clearance.

3 Once approved and property issues and status of cutting are in line, the Department of the Brush Clearance Ordinance Bureau. If your property has the best appearance, a number of non-compliance will be issued in the matter of brush.



Photo courtesy of the City of Los Angeles, Department of the Brush Clearance Ordinance Bureau.

- 4** Make the collection of brush. Refer to the City of Los Angeles Department of the Brush Clearance Ordinance Bureau.
- 5** Initial inspection fee for brush clearance. The fee of \$250 is charged for the inspection beginning on July 1, 2007. The fee for the inspection is \$100. The Department of the Brush Clearance Ordinance Bureau.

NO PARKING ON RED FLAG DAYS

HOW CAN I BE A RED FLAG DAY? HOW CAN I BE A RED FLAG DAY? HOW CAN I BE A RED FLAG DAY?

The Southern California region can experience varying weather conditions due to its diverse climate. An example is the City of Santa Clara and its surrounding Red Flag conditions. High temperatures and low humidity can lead to the formation of a Red Flag Day. The City of Santa Clara is experiencing such adverse conditions.

HOW CAN I BE A RED FLAG DAY? HOW CAN I BE A RED FLAG DAY? HOW CAN I BE A RED FLAG DAY?

The City Council Officer has been provided a map with the identified areas. You can also find the restricted area by visiting the City of Santa Clara's website at www.sccity.org.

Northridge
California State University
Northridge
California State University
Northridge
California State University
Northridge

HOW CAN I BE A RED FLAG DAY? HOW CAN I BE A RED FLAG DAY? HOW CAN I BE A RED FLAG DAY?

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Northridge
California State University
Northridge
California State University
Northridge
California State University
Northridge

HOW TO COMPLY

6. All properties that do not meet the required standards will be eligible for a "Classified By Owner" inspection report. The City of Santa Clara will provide a "Classified By Owner" inspection report to help you understand what additional work needs to be done. Please review the report and the completion date on the "Notice of Work" form. The City will provide a "Classified By Owner" inspection report for non-compliance. For more information, visit www.sccity.org.

7. Within a "Classified By Owner" inspection report from the City of Santa Clara, you will receive a "Classified By Owner" inspection report, which will serve as your proof of work completion, or a "Second Notice of Non-compliance" which will set back your work. In the case of a "Classified By Owner" inspection report, the property owner will be responsible for the contractor's fee and an administrative fee of \$100. The City will provide a "Classified By Owner" inspection report to help you understand what additional work needs to be done. Please review the report and the completion date on the "Notice of Work" form. The City will provide a "Classified By Owner" inspection report for non-compliance. For more information, visit www.sccity.org.



California State University Northridge is a member of the National Association of State Universities and Land-Grant Colleges.

NO PARKING ON RED FLAG DAYS



To increase public safety, the Fire Department and Department of Transportation (DASH) have created a program specifically for Red Flag Days.

The "Red Flag Day Parking Program" increases the amount of parked vehicles by posted locations that create a hazardous condition within the "Red Flag Day Limited Security Zone" on Red Flag Days.

This "Red Flag Day Parking Program" was implemented with the assistance of the Los Angeles City Council and DASH.

ON RED FLAG DAYS, VEHICLES PARKED IN THE INDICATED AREAS ARE SUBJECT TO TOWING AFTER 10:00 AM.

THE FOLLOWING OUTREACH METHODS ARE CURRENTLY IN PLACE

1. Call 311 for information regarding restricted parking in your community
2. Local radio and television news outlets will notify citizens of restricted parking in effect during traffic and weather programs.
3. FOR THE CURRENT RED FLAG SCENARIOS, WE WILL USE THE "Red Flag" Van Labels
4. Every Los Angeles City Fire Station will be a red flag with restricted parking in effect.
5. The sign up to be notified of a Red Flag participation when restricted parking will be enforced, visit www.lafire.org/flag. If you do not have access to a computer please call 311 and an operator will gladly register you for notification.

WHERE TO CLEAR

WHERE TO CLEAR

You are only responsible for registration and hazards that are on your property that is within 200 feet of an adjacent street or public right-of-way.

The area around the structure must be maintained to provide a "defensible space" where vegetation is less flammable and poses a lower risk to the structure.

For an area responsible for your own property:

- within 10 feet of residential street, alley
- within 10 feet of residential lot
- within 10 feet of driveway

Structure is the "Red Medication Area." Residents of the volume of plant material (logs, brush, etc.) that is reduced but would require the structure to be removed or destroyed. Many people can reach such height (100 feet).

For an area responsible for your own property:

- within 10 feet of residential street, alley
- within 10 feet of residential lot
- within 10 feet of driveway



10-foot zone around the structure. Clear the area in front of the structure. Do not use the driveway for storage.

10-foot zone around the driveway. Clear the area in front of the driveway. Do not use the driveway for storage.

10-foot zone around the street. Clear the area in front of the street. Do not use the street for storage.

10-foot zone around the alley. Clear the area in front of the alley. Do not use the alley for storage.

10-foot zone around the residential lot. Clear the area in front of the residential lot. Do not use the residential lot for storage.

10-foot zone around the residential street. Clear the area in front of the residential street. Do not use the residential street for storage.

10-foot zone around the residential alley. Clear the area in front of the residential alley. Do not use the residential alley for storage.

10-foot zone around the residential lot. Clear the area in front of the residential lot. Do not use the residential lot for storage.

10-foot zone around the residential street. Clear the area in front of the residential street. Do not use the residential street for storage.

WHAT TO CLEAR

DEFENSIBLE SPACE

Planting a "defensible space" around the base of your home can reduce the risk of wildfire damage to the structure. This space is defined as a landscaped area that is free of flammable materials and is free of any trees or shrubs that are taller than the house. A "defensible space" also includes the roof and gutters, so regular maintenance is key to a well-kept defensible space.

WHAT TO REMOVE

- Remove all dead material. This includes dead trees and shrubs, dead branches and dead underground tree roots.
- Remove any foliage that is within 10 feet of a structure.
- Prune trees to reduce to create a five-foot vertical space between roof surface and foliage.
- Remove any dead material from the roof.
- Remove any dead material from the ground.
- Remove any dead material from the ground.
- Remove any dead material from the ground.

WHAT TO KEEP

Tree Health Problems: Most trees have some form of insect or disease problem. If you notice any dead branches or other signs of stress, contact the Fire Department for more information.

Removal of Limbs: The Fire Department does not remove limbs or branches for homeowners. If you need to remove limbs or branches, contact a professional arborist for more information.

Fire Department: For more information, contact the Fire Department at 911 or visit www.firedept.com.

What You Can Keep: Trees and shrubs that are healthy and well-maintained are encouraged. Trees and shrubs that are dead, diseased, or damaged should be removed. Trees and shrubs that are taller than the house should be pruned to create a defensible space.

WHAT TO REMOVE

- Remove all dead material. This includes dead trees and shrubs, dead branches and dead underground tree roots.
- Remove any foliage that is within 10 feet of a structure.
- Prune trees to reduce to create a five-foot vertical space between roof surface and foliage.
- Remove any dead material from the roof.
- Remove any dead material from the ground.
- Remove any dead material from the ground.
- Remove any dead material from the ground.

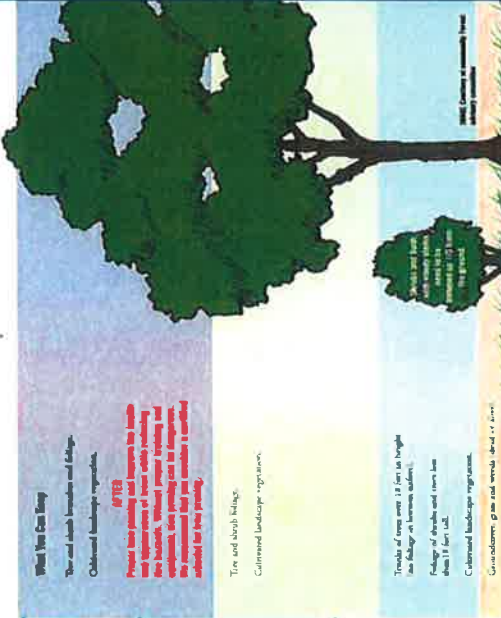
WHAT TO KEEP

Tree Health Problems: Most trees have some form of insect or disease problem. If you notice any dead branches or other signs of stress, contact the Fire Department for more information.

Removal of Limbs: The Fire Department does not remove limbs or branches for homeowners. If you need to remove limbs or branches, contact a professional arborist for more information.

Fire Department: For more information, contact the Fire Department at 911 or visit www.firedept.com.

WHAT TO REMOVE/WHAT YOU CAN KEEP



What You Can Keep: Trees and shrubs that are healthy and well-maintained are encouraged. Trees and shrubs that are dead, diseased, or damaged should be removed. Trees and shrubs that are taller than the house should be pruned to create a defensible space.

What to Remove: Dead trees and shrubs, dead branches, and dead underground tree roots should be removed. Foliage within 10 feet of a structure should be pruned. Trees should be pruned to create a five-foot vertical space between the roof surface and foliage.

What to Keep: Healthy trees and shrubs are encouraged. Trees and shrubs that are taller than the house should be pruned to create a defensible space.

LANDSCAPE VEGETATION

FIRE SAFETY LANDSCAPING
Fire-safe landscaping should reduce the chance of ignition. If ignited, they should maintain the biomass of fuel gathered and the ability to contain the fire. Landscaping should be designed to create a barrier between structures and vegetation. Landscaping should be designed to create a barrier between structures and vegetation. Landscaping should be designed to create a barrier between structures and vegetation.

CLIMATE PLANTS
Climate plants that are drought-tolerant and require minimal maintenance are ideal for fire-prone areas. Climate plants that are drought-tolerant and require minimal maintenance are ideal for fire-prone areas.

LAYER THE RIGHT CONDITIONS
Landscape plants are typically grouped into three layers: tree, shrub, and ground cover. Each layer should be designed to provide a specific function. Landscape plants are typically grouped into three layers: tree, shrub, and ground cover. Each layer should be designed to provide a specific function.



8 The irrigation system should be designed to provide adequate water to the plants. The irrigation system should be designed to provide adequate water to the plants.

9 Prune trees and shrubs regularly to maintain their health and appearance. Prune trees and shrubs regularly to maintain their health and appearance.

10 In order to gain compliance with the requirements above, the contractor shall submit a landscape plan to the fire department for review. In order to gain compliance with the requirements above, the contractor shall submit a landscape plan to the fire department for review.

WIND-BREAKING PLANTS
The following are high-biomass plants: Juniper, Cedar, Cypress, Redwood, Fir, Spruce, Douglas Fir, and Fir. Wind-breaking plants are those that are tall and dense. The following are high-biomass plants: Juniper, Cedar, Cypress, Redwood, Fir, Spruce, Douglas Fir, and Fir.

LANDSCAPE VEGETATION

EXPLANATION OF REQUIREMENTS
1 NATIVE VEGETATION AND ORNAMENTAL SHRUBBERY...
2 NATIVE VEGETATION AND ORNAMENTAL SHRUBBERY...
3 Key vegetation 10 feet back from the driveway...

WHAT TO REMOVE/WHAT YOU CAN KEEP

HEIGHT EXPLANATION



What to Remove:

- 1 Remove dead limbs, branches and other non-usable material from portions of trees adjacent to or overhanging any building or structure.
- 2 Prune branches to remove all vegetation within 10 feet of any structure.
- 3 Prune branches to remove all limbs directly above road surfaces to provide a free line of sight of vision between the road and the bridge.

Requirements 1, 2 and 3 apply above and apply to our height sign.

Can I 10 Feet Above Road

10 Feet Above Road

- 1 Prune branches to remove all limbs lower than the top of any structure and limbs over 10 feet in length.
- 2 Prune branches to remove all limbs from the ground (10 feet in length).
- 3 Remove all dead vegetation.
- 4 Cut grass and weeds to a maximum height of three inches.
- 5 Avoid removal of any limbs or limbs over 10 feet in length.

REQUIREMENTS

*Branch clearance is the distance between the trunk of a tree and any structure. Proper maintenance of tree safety does not mean removal of all plants, but rather the selective removal of limbs that pose a safety hazard to structures. When more work is needed, provide suitable labels.

How are trees inspected for tree height requirements? Inspectors will visit the site to inspect trees and structures. Inspectors will inspect trees and structures to determine if they meet the requirements. Inspectors will inspect trees and structures to determine if they meet the requirements.

1 All trees branch, limbs, stems, roots, trunks, and other parts of trees, shrubs, and vines within 10 feet of all structures, whether new structures are on your property or adjoining properties, shall be maintained to a minimum of 10 feet clearance.

2 Maintain all trees and other vegetation that have dead limbs and limbs over 10 feet in length. Dead limbs and limbs over 10 feet in length shall be removed and the tree shall be maintained to a minimum of 10 feet clearance.

3 Trees shall be maintained per code requirements. Trees shall be maintained to a minimum of 10 feet clearance.

4 Remove any accumulation of limbs, twigs, cones, or other debris from the ground within 10 feet of any structure.

5 Trees shall be maintained to a minimum height of three inches above the ground. Dead limbs and limbs over 10 feet in length shall be removed. Branches shall be maintained to a minimum of 10 feet clearance.

REQUIREMENTS

6 Maintain branches of trees and shrubs to a minimum of 10 feet clearance from buildings and other structures.

7 All trees shall be maintained to a minimum of 10 feet clearance from buildings and other structures.

8 Maintain all trees and other vegetation that have dead limbs and limbs over 10 feet in length. Dead limbs and limbs over 10 feet in length shall be removed and the tree shall be maintained to a minimum of 10 feet clearance.

9 If your property has been identified as having hazardous trees, you must maintain a minimum of 10 feet clearance from buildings and other structures.

10 Maintain all trees and other vegetation that have dead limbs and limbs over 10 feet in length. Dead limbs and limbs over 10 feet in length shall be removed and the tree shall be maintained to a minimum of 10 feet clearance.

BEFORE AND AFTER BRUSH CLEARANCE PHOTOGRAPHS

The photo on the left shows tall dry weeds under the canopy of some trees. In this condition, a fire could be transmitted from the tall dry weeds into the tree canopy. The photo on the right shows the property with the tall dry weeds removed and many of the trees limbed up above the ground. The desired result is to create a situation in which a low-burning fire could burn to the trunk of the tree without having thinner, more flammable branches, leaves or needles within easy reach of the fire.



Before and After Weed Clearance



The spacing between grass, shrubs, and trees is crucial to reduce the spread of wildfires. The spacing needed is determined by the type and size of brush and trees, as well as the slope of the land. For example, a property on a steep slope with larger vegetation requires greater spacing between trees and shrubs than a level property that has small, sparse vegetation.
(HOW TO AVOID ACTUAL CLEARANCE ON YOUR PROPERTY)



Limbing up of shrubs, as shown in the above photo, reduces the chances of a fire spreading from the ground to the shrub to the tree tops like a ladder.



As shown in the above photo, fuel reduction is important in creating defensible space. The main plants are selectively thinned and pruned to reduce the combustible fuel mass of the remaining plants.



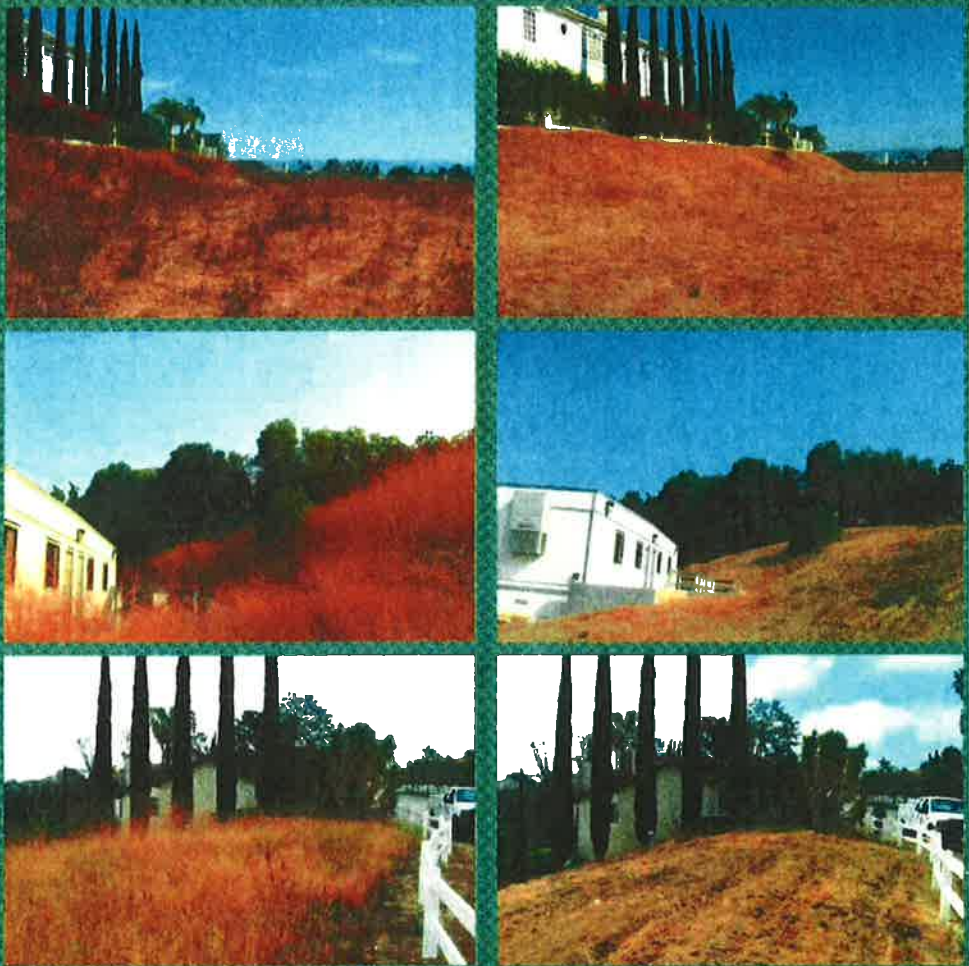
Taller shrubs and trees should be limbed up from the ground to about one third (1/3) of their height up to six feet, whichever is less, so that they are less likely to ignite from a fire originating from the ground.



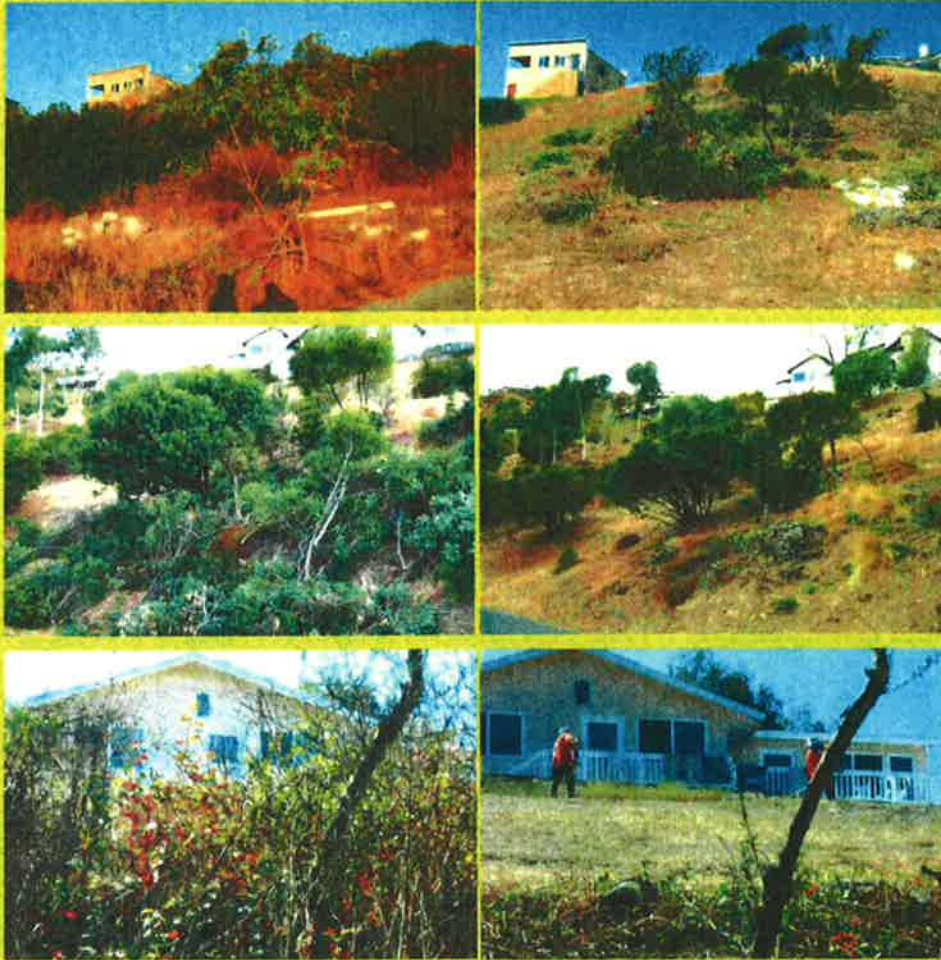
Creating defensible space which includes selectively removing, thinning and pruning shrubs and trees is needed to slow or stop the spread of wildfire. It can also protect structures from catching fire - either from direct flame contact or radiant heat.



Before and After Weed Clearance



Before and After Brush Clearance



Tree Trimming
(Native Tree Protection Ordinances)



In many areas of the County, certain native trees like oaks, walnuts, and sycamores are protected by County or city ordinances.

**CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013**

APPENDIX C

- **List of City Parcels including City Parks**
 - **Workload Inventories**
 - **Weed Abatement Work Area Maps**

**2013 Annual Weed Abatement parcels to be abated as part of the
Annual Weed Abatement/Fuel Reduction for Fire Safety
in the City of Calabasas
(All Areas Within 200 LF of Structures)**

Fire Zone Maintenance Map - Page 1: Overview Map Showing All Weed Abatement Areas

Fire Zone Maintenance Map - Page 2: Overview Map Showing Weed Abatement Areas for Contract Area #1

CITY OPEN SPACE PARCELS:

	Assessor Parcel Number (APN):	Location:	SF:
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Fire Zone Maintenance Map - Page 3: Hwy 101/Lost Hills Rd Interchange

1.	2052-012-902	LA County open space parcel located east of the Saratogas & behind the gate a the north end of Parkville Rd., that portion of parcel within city boundary	
2.	2052-013-901	LA County open space parcel located east of the Saratogas & behind the gate a the north end of Parkville Rd., that portion of parcel within city boundary	
3.	2064-025-900	City parcel on Las Virgenes Creek, east of Steeplechase HOA & west of Stone Creek HOA, begins at north end of Steeplechase HOA & extends south for 1,020 LF	
4.	No APN number given: See Work Area Map & GIS images for location(s)	Hwy 101/Lost Hills Rd interchange on/off ramp areas	

Fire Zone Maintenance Map - Page 4: Lost Hills Rd Area

5.	2063-009-903	City parcel on Las Virgenes Creek immediately east of De Anza Park	
6.	2063-009-904	City parcel located at the SW corner of Las Virgenes/Lost Hills Rds	

	<u>Assessor Parcel Number (APN):</u>	<u>Location:</u>	<u>SF:</u>
7.	2063-034-900	City open space parcel located on both sides of Las Virgenes Creek, south of Meadow Creek Lane & west of Archstone Apartments & El Encanto HOA	
8.	2063-045-900	City open space parcel located west of De Anza Park & Calabasas View HOA & east of the City of Agoura's Liberty Canyon neighborhood	
9.	2063-045-901	City open space parcel located west of Calabasas View HOA & the City Community Center, south of the sheriff's station & east of the City of Agoura's Liberty Canyon neighborhood	
10.	2063-045-902	City open space parcel located east of the City of Agoura Liberty Canyon neighborhood's Country Glen Rd & north of Marks & Davids Rds.	

Fire Zone Maintenance Map - Page 5: Las Virgenes Rd to City Line

11.	No APN number given: See Work Area Map & GIS images for location(s)	Both sides of Las Virgenes Rd, from Lost Hills Rd south to Mulholland Hwy	
12.	4455-028-904	That portion of city parcel that is within 200 LF of 26671 Mulholland Hwy, E/O Las Virgenes Rd NOTE: Must walk in from Las Virgenes Rd to abatement area, located behind private parcel	

Fire Zone Maintenance Map - Page 6: Hwy 101/Las Virgenes Rd Interchange

13.	No APN number given: See Work Area Map & GIS images for location(s)	Hwy 101/Las Virgenes Rd interchange on/off ramps	
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Fire Zone Maintenance Map - Page 7, Calabasas Road

14.	No APN number given: See Work Area Map & GIS images for location(s)	Both sides of West Calabasas Rd., from Mureau Rd. west to end of street	
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	Assessor Parcel Number (APN):	Location:	SF:
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Fire Zone Maintenance Map - Page 8, Mulholland Hwy.

15.	4455-057-902	City Open Space Parcel on Dry Canyon Cold Creek Rd, & across from rear gate to Calabasas Park Estates HOA	
16.	No APN number given: See Work Area Map & GIS images for location(s)	Both sides of Mulholland Hwy., from west city line east to Mountain Park HOA entrance (city line is located at west edge of 24440 Mulholland Hwy. parcel)	

Fire Zone Maintenance Map - Page 9, Mulholland Hwy.

17.	No APN number given: See Work Area Map & GIS images for location(s)	Both sides of Mulholland Hwy., from Mountain Park HOA entrance east to Dry Canyon Cold Creek Rd	
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Fire Zone Maintenance Map - Page 10, Mulholland Hwy.

18.	No APN number given: See Work Area Map & GIS images for location(s)	Both sides of Mulholland Hwy., from Dry Canyon Cold Creek Rd. east to MRT parcel on left & Old Topanga Cyn Rd. on right	
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Fire Zone Maintenance Map - Page 11, Highlands

19.	No APN number given: See Work Area Map & GIS images for location(s)	In the Highlands: Both sides of Canyon Dr., from Mulholland Hwy. south to Elsie Dr.	
20.	No APN number given: See Work Area Map & GIS images for location(s)	In the Highlands, the open switchback area located on Canyon Drive west of Clover Trail	
21.	No APN number given: See Work Area Map & GIS images for location(s)	In the Highlands, vacated Rosebud Trail, located between Gladiola & Mesquite Trails	
22.	No APN number given: See Work Area Map & GIS images for location(s)	In the Highlands, vacated section of Lilac Trail, between Daisy Trail & Holly Trail	
23.	No APN number given: See Work Area Map & GIS images for location(s)	In the Highlands, vacated section of Ivy Trail, beginning at 3520 Ivy Trail & going north to parcel line	

	<u>Assessor Parcel Number (APN):</u>	<u>Location:</u>	<u>SF:</u>
24.	2072-002-903	In the Highlands, a city parcel adjacent to Mulholland Hwy. & E/O 23804 Mulholland Hwy, across from entrance to mobile home park	
25.	2072-007-904	In the Highlands, a vacated section of Lily Dr., off Poppy Dr	
26.	2072-020-902	Located off Mulholland Hwy, on Canyon Dr, at entrance to Highlands	

Fire Zone Maintenance Map - Page 12, Old Topanga Canyon

27.	<u>NEW IN 2011:</u> 2072-030-016	Located in Old Topanga Cyn, E/O 23346 Valdez Rd. Being purchased by the City as open space	
28.	2072-030-901	At S/W corner of Old Topanga Cyn & Valdez Rd	
29.	2072-033-902	In Old Topanga Cyn, Immediately E/O 23290 Valdez Rd	
30.	2072-033-903	E/O 2072-033-902	
31.	2072-033-904	E/O 2072-033-903	
32.	2072-033-905	E/O 2072-033-904	
33.	2080-016-900	In Old Topanga Cyn, S/E of 3392 Old Topanga Cyn Rd	
34.	2080-016-901	In Old Topanga Cyn, S/E of 3392 Old Topanga Cyn Rd	
35.	2080-016-902	In Old Topanga Cyn, S/E of 3392 Old Topanga Cyn Rd	
36.	2080-016-903	In Old Topanga Cyn, E/O 3392 Old Topanga Cyn Rd	
37.	2080-016-904	In Old Topanga Cyn, N/E of 3392 Old Topanga Cyn Rd	
38.	2080-016-905	In Old Topanga Cyn, across from 3411 Old Topanga Cyn Rd	
39.	2080-016-906	S/O 2080-016-905	
40.	2080-017-901	N/E of 3314 Old Topanga Cyn Rd	
41.	2080-017-902	E/O 2080-017-901	
42.	2080-017-903	E/O 2080-017-902	
43.	2080-017-904	E/O 2080-017-903	

	Assessor Parcel Number (APN):	Location:	SF:
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Fire Zone Maintenance Map - Page 12, Old Topanga Canyon (Continued)

44.	2080-017-905	E/O 2080-017-904	
45.	2080-017-906	E/O 2080-017-905	
46.	2080-018-905	S/W of 3404 Dorothy Rd	
47.	2080-018-906	S/W of 2080-018-905	
48.	2080-018-907	S/W of 2080-018-906	
49.	2080-018-908	S/W of 2080-018-907	
50.	2080-018-917	E/O 2080-018-905 & adjacent to a private parcel	
51.	2080-019-900	E/O & across road from 2080-018-917	
52.	2080-019-910	N/O 2080-019-900	
53.	2080-020-907	In Old Topanga Cyn, N/E of Old Topanga Cyn on Calabaras Peak Motorway (aka Summit to Summit Motorway)	
54.	2080-020-908	In Old Topanga Cyn, N/O 2080-020-907	

Fire Zone Maintenance Map - Page 13, East of Lemans Dr.

55.	<u>NEW IN 2011:</u> 4434-003-903	Approx. 2,000 LF E/O Lemans Dr, on Summit to Summit Motorway & W/O N. Topanga Cyn. Blvd. - SF area within 50 LF of fence surrounding water tanks	
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CITY PARKS PARCELS:

Fire Zone Maintenance Map - Page 14, Gates Canyon Park

56.	2049-004-901	25801 Thousand Oaks Blvd.	
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Fire Zone Maintenance Map - Page 15, De Anza Park

57.	2063-009-902	3701 Lost Hills Rd., at Las Virgenes Rd.	
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Fire Zone Maintenance Map - Page 16, Civic Center Park

58.	2068-003-902	That portion of the unirrigated slope located immediately behind Civic Center rear parking lot	
59.	2068-030-009	The unirrigated portion of city-maintained Kilroy parcel that is located within 200 LF of structures	

Fire Zone Maintenance Map - Page 17 Creekside Park

60.	2072-024-900	3655 Old Topanga Cyn Rd.	
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Fire Zone Maintenance Map - Page 18, Wild Walnut Park

61.	2080-014-902	23050 Mulholland Hwy. at Old Topanga Canyon Rd.	
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Fire Zone Maintenance Map - Page 19: Overview Map Showing Weed Abatement Areas for Contract Area #2

LLAD 22:

Fire Zone Maintenance Map - Page 20, Zone 4, Bellagio HOA

1.	2069-049-108	On Park Helena, S/O entrance to Bellagio HOA, that portion of parcel that is not irrigated	
2.	2069-051-056	N/S of Park Verdi at Park Helena, that portion of parcel that is not irrigated	
3.	2069-051-060	E/O Park Marco Polo & W/of Vicasa, that portion of parcel that is not irrigated	
4.	2069-051-061	E/O Park E & S of Park Corniche, that portion of parcel that is not irrigated	

Fire Zone Maintenance Map - Page 21, Zone 5, Calabasas Country Estates HOA

1.	2069-030-041	W/O 23265 Blue Bird Dr	
2.	2069-030-065	S/W of APN: 2069-030-041	
3.	2069-030-072	S/O 4005 & 4000 Batris Ct	
4.	2069-030-077	N/O 23265 Blue Bird Dr & W/O 23239 Blue Bird Dr	

Fire Zone Maintenance Maps - Pages 22-23, Zone 6, Calabasas Hills HOA

1.	2069-006-024	That portion of parcel immediately behind Bay Laurel Elementary School; that portion of parcel adjacent to Parkway Calabasas below Park Belmonte	
2.	2069-006-033	On slope adjacent to S side of Parkway Calabasas	
3.	2069-006-034	That portion of parcel within 200 LF of school buildings & that portion of behind homes on Via Esquina, to the parcel line	
4.	2069-006-038	On upper portion of slope S/O Parkway Calabasas & behind homes at NW end of Park Belmonte	
5.	2069-041-018	That unirrigated portion of parcel within 200 LF of homes	
6.	2069-042-049	That unirrigated portion of parcel within 200 LF of homes, to parcel line	
7.	2069-042-050	That unirrigated portion of parcel within 200 LF of homes, to parcel line	
8.	2069-058-021	That portion of parcel within 200 LF of homes in mobile home park & that portion of parcel within 200 LF of homes on Paseo Primario & Via Halcon	
9.	2069-064-038	That portion of parcel within 200 LF of homes in mobile home park & that unirrigated portion of parcel within 200 LF of homes on Calle Canon	

Fire Zone Maintenance Map - Page 24, Zone 7, Classic Calabasas Park HOA

1.	2068-006-212	That portion of Association Park that is not irrigated or landscaped (Near Park Capri & behind Park Monaco)	
2.	2068-017-003	Open space parcel located in middle of HOA	
3.	2068-019-020	Open space parcel fronting on Park Alisal & behind homes on Park Corona	

4.	2068-019-021	Open space parcel located on Park Alisal E/O 4344 Park Alisal & S/O 4400 Park Aurora	
5.	2068-020-019	Open space parcel fronting on Park Sienna, across from Park Contessa & behind homes on Park Esperanza	
6.	2068-020-020	Open space parcel on S/S of Park Sienna & behind homes on Park Corona & Park Esperanza	
7.	2068-022-034	Open space parcel on S/S of Park Sienna behind homes on Park Esperanza & Park Ensenada	
8.	2068-022-035	Open space parcel on fronting on Park Corona, Park Alisal & Park Ensenada, behind homes on Park Ensenada	
9.	2068-023-025	Open space parcel located between the end of Park Vicente & Park Alisal	
10.	2068-023-028	Open space parcel S/O 2068-023-025, located between the homes on Park Vicente & Park Mariposa & Park Hacienda	
11.	2068-024-045	Open space parcel located between Park Hacienda & Park Vicente	
12.	2068-024-046	Open space parcel fronting on Park Sienna & behind homes on Park Hermosa	
13.	2069-006-036	Open space parcel behind homes on Park Belmonte, Park Antigua & Park Madrid	
14.	2069-018-031	Open space parcel on Park Sienna across from 23460 Park Hermosa & below 23483 & 23487 Park Colombo, adjacent to APN: 2069-018-033	
15.	2069-018-033	Open space parcel on Park Sienna across from 23460 Park Hermosa & below 23483 & 23487 Park Colombo, adjacent to APN: 2069-018-031	

16.	2069-019-046	Open space parcel fronting on Park Helena at S/E corner of Park Hacienda, adjacent to 2069-018-031	
17.	2069-019-047	Open space parcel fronting on Park Helena, across from Park Alisal & Park Mariposa & behind homes on Park Hacienda	

Fire Zone Maintenance Maps - Pages 25-26, Zone 8, Calabasas Park Estates HOA

1.	2069-017-016	Open space parcel W/O Palmilla Dr	
2.	2069-017-019	A portion of open space parcel E/O the end of Paseo del Grandioso, adjacent to Oaks open space parcel 2069-084-019	
3.	2069-017-024	Unirrigated portion of parcel fronting on Paseo Primario S/O Lorena Dr & wrapping behind homes on W/S of street down to 3731 Paseo Primario	
4.	2069-017-024	Unirrigated portion of parcel fronting on Paseo Primario beginning behind 3731 Paseo Primario & going S to rear of homes on Normans Way	
5.	2069-017-025	Open Space parcel S/O Pkwy. Calabasas & behind homes on S/S of Rey Alberto Ct	
6.	2069-041-028	That portion of open space parcel located within 200 LF of structures	
7.	2069-059-032	Open space parcel below homes on Palmilla Dr, above country club parcel	
8.	2069-061-032	Unirrigated portion of parcel located at end of Marbella Ct & Bella Vista Dr	
9.	2069-062-036	Portion of open space parcel located at S/E corner of Lorena Dr/Paseo Primario	
10.	2069-070-024	That portion of open space parcel located within 200 LF of structures	

11.	2069-075-056	Open space parcel located at W end of Normans Way adjacent to 24881 Normans Way	
12.	2069-075-057	Open space parcel located at W end of Normans Way adjacent to 24881 Normans Way, behind APN 2069-075-056	
13.	2069-075-058	The unirrigated portion of open space parcel located at the west end of Normans Way, south of the homes	
14.	4455-003-049	The open space portion of 24965 Paseo del Rancho	
15.	4455-003-050	That portion of open space parcel located within 200 LF of structures	
16.	4455-057-085	The unirrigated portion of open space parcel surrounding Via Verde Ct	
17.	4455-057-091	The unirrigated portion of open space parcel located within 200 LF of structures	

Fire Zone Maintenance Map - Page 27, Zone 10, Clairidge HOA

1.	2069-073-022	That unirrigated portion of open space parcel located within 200 LF of structures	
2.	2069-074-016	Beginning 10 LF behind sidewalk & outside the fence next to the tennis courts, that unirrigated portion of open space parcel located within 200 LF of structures,	
3.	2069-074-017	Beginning 10 LF behind sidewalk & outside the fence next to the tennis courts, that unirrigated portion of open space parcel located within 200 LF of structures	

Fire Zone Maintenance Maps - Pages 28-29, Zone 16, The Oaks of Calabasas

1.	2069-088-031	Open space parcel located E of water tank & E/O Prado de los Ciervos	
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2.	2069-088-034	Open space parcel located N/O Parkway Calabasas & E/O Prado de los Pajaros	
3.	2069-082-020	Open space parcel located S/O Parkway Calabasas & E/O Prado de los Arboles, Prado de las Estrellas & Prado de la Luna	
4.	2069-082-017	Open space parcel located S & E of 25304 Prado de la Luna	
5.	2069-100-058	Open space parce located W/O Prado de Azul & S/O Prado de Amarillo	
6.	2069-078-906	Weed abatement easement on Conservancy parcel: That portion of open space parcel located W/O Prade de Amarillo & Prado de Azul	
7.	2069-083-018	Unirrigated portion of open space parcel located within 200 LF of structures	
8.	2069-083-015	Unirrigated portion of open space parcel located within 200 LF of structures	
9.	2069-086-010	Unirrigated portion of open space parcel located within 200 LF of structures	
10.	2069-080-025	Unirrigated portion of open space parcel located within 200 LF of structures	
11.	2069-087-019	Unirrigated portion of open space parcel located within 200 LF of structures	
12.	2069-088-030	Unirrigated portion of open space parcel located within 200 LF of structures	
13.	2069-078-906	Weed abatement easement on Conservancy parcel: That portion of open space parcel located NW of Prado de los Ciervos within 200 LF of structures	
14.	2069-084-024	Unirrigated portion of open space parcel located within 200 LF of structures	
15.	2069-084-019	Unirrigated portion of open space parcel located within 200 LF of structures	

16.	2069-090-031	Unirrigated portion of open space parcel located within 200 LF of structures	
17.	2069-090-032	Unirrigated portion of open space parcel located within 200 LF of structures	
18.	2069-090-043	Unirrigated portion of open space parcel located within 200 LF of structures	
19.	2069-090-044	Unirrigated portion of open space parcel located within 200 LF of structures	
20.	2069-090-045	Unirrigated portion of open space parcel located within 200 LF of structures	
21.	2069-078-906	Weed abatement easement on Conservancy parcel: That portion of open space parcel located NW of Prado de los Ciervos within 200 LF of structures	

Fire Zone Maintenance Map - Page 30, Zone 20, Westridge HOA

1.	2069-032-026	Unirrigated portion of open space parcel located within 200 LF of structures	
2.	2069-036-078	Unirrigated portion of open space parcel located within 200 LF of structures	
3.	2069-037-050	Unirrigated portion of open space parcel located within 200 LF of structures	
4.	2069-045-050	Unirrigated portion of open space parcel located within 200 LF of structures	

LMD 22

Fire Zone Maintenance Map - Pages 31-32, Public Hiking Trail Located on The Oaks of Calabasas HOA Common Area Parcels

1.	<u>NEW IN 2010:</u> No APN number given: See Work Area Map & GIS images for location(s)	Public Hiking Trail: Beginning at water tank located at the end of Prado de Los Ciervos in The Oaks of Calabasas HOA & going south around front & S/SW sides of HOA common area parcels	
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LLAD 24

Fire Zone Maintenance Map - Page 33, LLAD 24

1.	2064-004-074	Steeplechase HOA: Unirrigated portion of open space area of parcel located above creek banks	
2.	2064-004-075	Steeplechase HOA: Unirrigated portion of open space area of parcel located above creek banks	

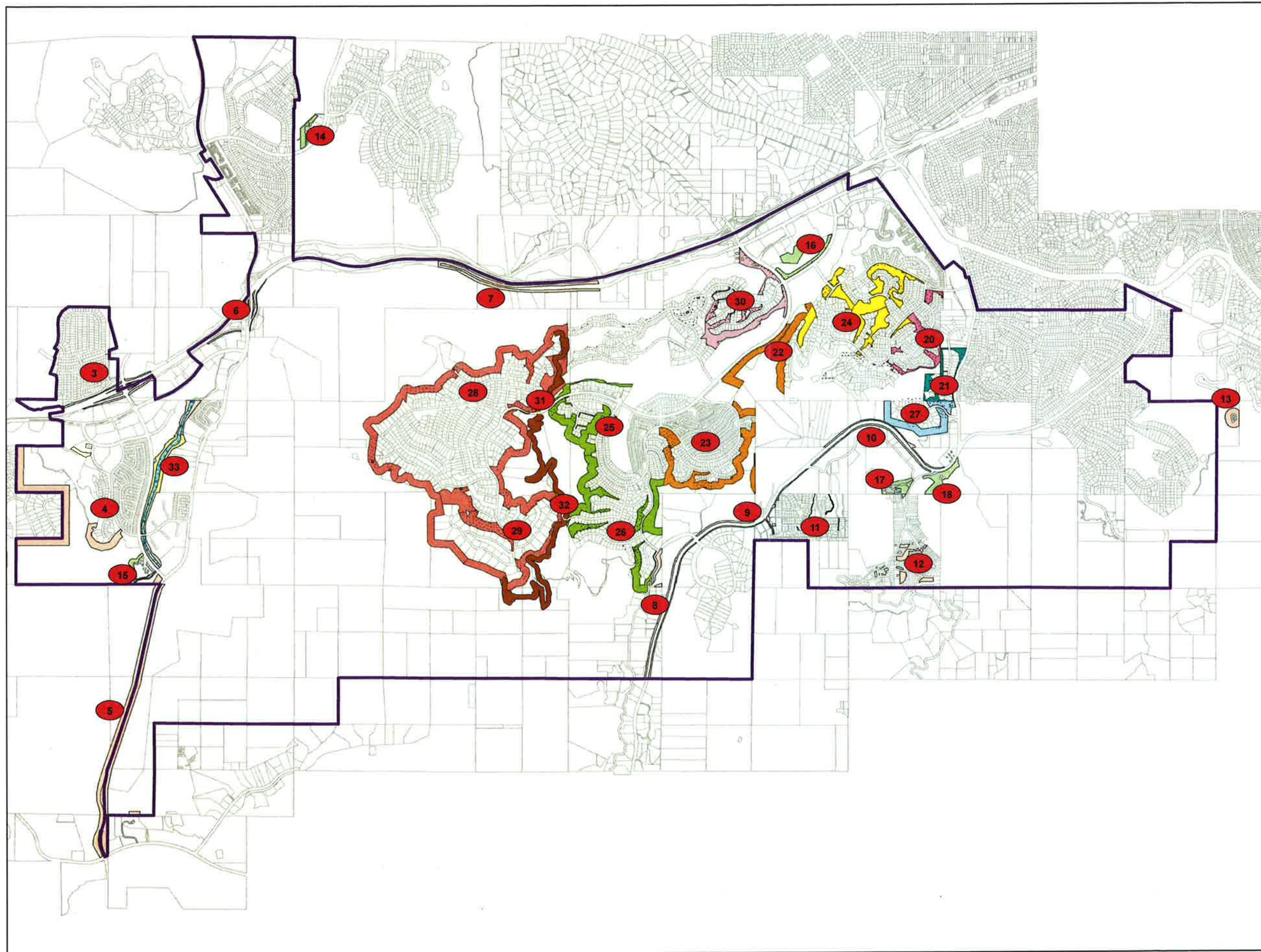


CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

OVERVIEW

**ALL WEED
MAINTENANCE AREAS**



- FIRE ZONES LEGEND**
- PUBLIC WORKS/CALTRANS PROPERTIES
 - PARKS
 - BELLAGIO HOA
 - CALABASAS COUNTRY ESTATES HOA
 - CALABASAS HILLS AND ESTATES HOA
 - CALABASAS PARK HOA
 - CALABASAS PARK ESTATES HOA
 - CLAIRIDGE HOA
 - THE OAKS
 - WESTRIDGE HOA
 - LANDSCAPE MAINTENANCE DISTRICT 24
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 - IRRIGATED AREAS-NO ABATEMENT
 - HIKING TRAILS
 - STRUCTURES
 - CITY BOUNDARY LINE
 - PAGE NUMBERS



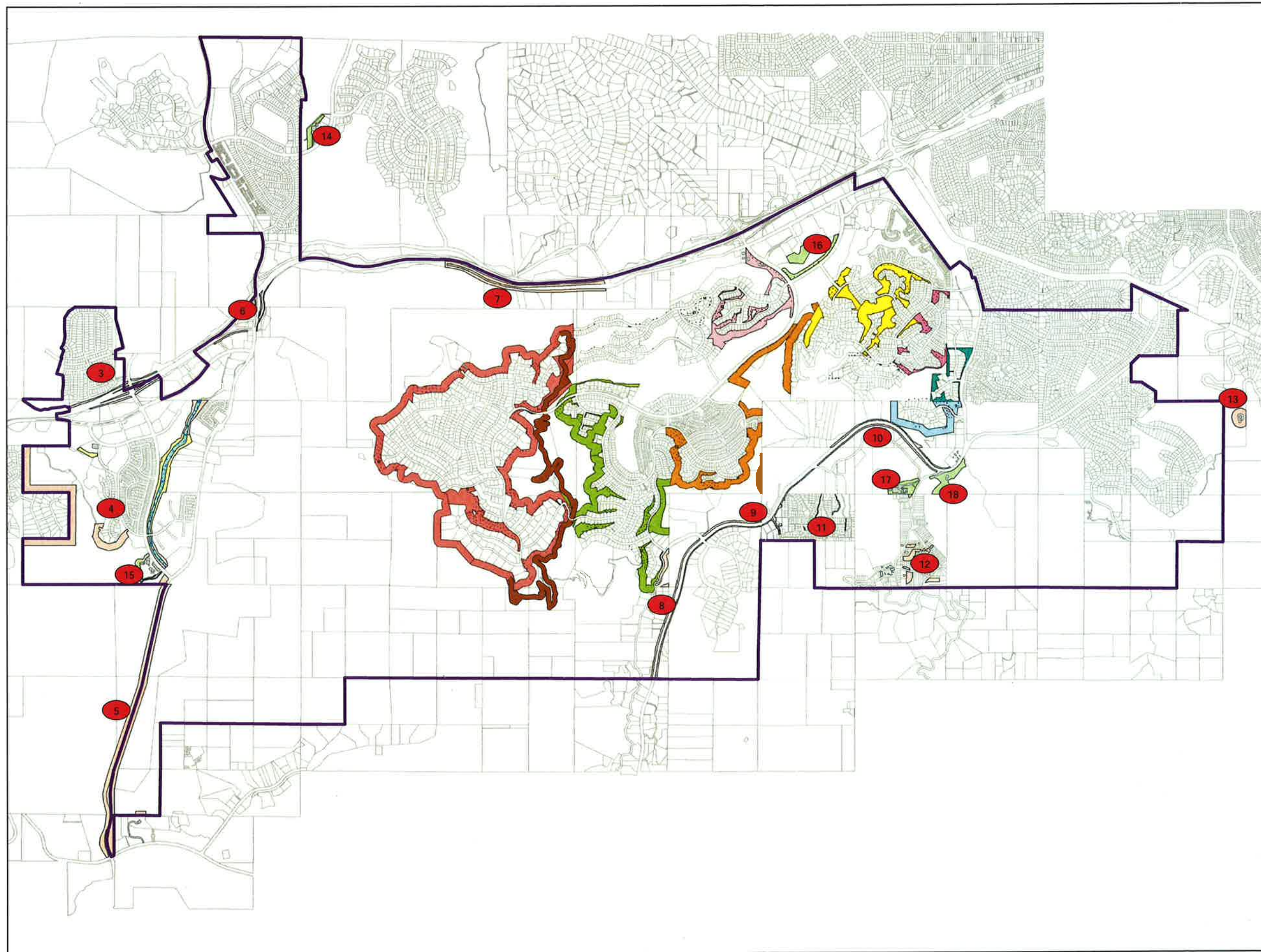


CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

OVERVIEW

CONTRACT AREA #1



- FIRE ZONES LEGEND**
- PUBLIC WORK/CALTRANS PROPERTIES
 - PARKS
 - BELLAGIO HOA
 - CALABASAS COUNTRY ESTATES HOA
 - CALABASAS HILLS AND ESTATES HOA
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CITY OF CALABASAS
 FIRE MAINTENANCE WORKLOAD INVENTORY - CONTRACT AREA #1
 SQ FOOTAGE AREA TOTALS

AREA DESCRIPTION	BID ITEM NO.	AREA NO.	APPROX. SF QTY	SUBTOTALS	GRAND TOTALS
101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LOST HILLS RD. INTERCHANGE	#1	1	68,384		
		2	1,386		
		3	28,012		
		4	49,093		
		5	28,295		
		6	6,344		
		7	9,139		
		8	45,247		
CITY OPEN SPACE AREA #1 SUBTOTAL				235,900	
PARCEL BEHIND STEEPLECHASE, FROM TOP OF CREEK BANKS TO FENCES OR IRRIGATED AREAS	#2	9	49,113		
		10	59,087		
CITY OPEN SPACE AREA #2 SUBTOTAL				108,200	
PARCELS BEHIND LIBERTY CANYON AND CALABASAS VIEW HOA AREA	#3	11	1,097,680		
		12	307,568		
		13	53,818		
		14	58,837		
		15	18,386		
		16	45,314		
CITY OPEN SPACE AREA #3 SUBTOTAL				1,581,603	
CITY PARCEL AND ALONG LAS VIRGENES ROAD FROM AGOURA RD. TO MULHOLLAND HWY.	#4	17	31,889		
		18	32,453		
		19	14,358		
CITY OPEN SPACE AREA #4 SUBTOTAL				78,700	
101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LAS VIRGENES RD.	#5	20	3,412		
		21	6,953		
		22	12,480		
		23	19,048		
CITY OPEN SPACE AREA #5 SUBTOTAL				41,893	
CALABASAS ROAD	#6	24	60,000		
CITY OPEN SPACE AREA #6 SUBTOTAL				60,000	
DRY CANYON COLD CREEK RD.	#7	25	76,517		
		26	5,183		
CITY OPEN SPACE AREA #7 SUBTOTAL				81,700	
DRY CANYON COLD CREEK RD. AROUND HOUSE	#8	27	24,000		
CITY OPEN SPACE AREA #8 SUBTOTAL				24,000	

CITY OF CALABASAS
 FIRE MAINTENANCE WORKLOAD INVENTORY - CONTRACT AREA #1
 SQ FOOTAGE AREA TOTALS

AREA DESCRIPTION	BID ITEM NO.	AREA NO.	APPROX. SF QTY	SUBTOTALS	GRAND TOTALS
MULHOLLAND HWY FROM OLD TOPANGA CANYON RD. TO CITY LINE	#9	28	13,653		
		29	36,070		
		30	25,578		
		31	14,676		
		32	16,010		
		40	11,100		
		41	45,784		
		42	44,829		
<i>CITY OPEN SPACE AREA #9 SUBTOTAL</i>				<i>231,700</i>	
PARCELS AT HIGHLANDS	#10	33	11,770		
		34	3,853		
		35	3,187		
		36	7,953		
		37	12,565		
		38	14,489		
		39	1,213		
		43	7,170		
<i>CITY OPEN SPACE AREA #10 SUBTOTAL</i>				<i>62,200</i>	
PARCELS AT OLD TOPANGA CANYON	#11	44	5,600		
		45	6,285		
		46	5,482		
		47	20,973		
		48	68,958		
		49	7,146		
		50	45,414		
		51	2,903		
		52	5,326		
		53	4,149		
54	34,664				
<i>CITY OPEN SPACE AREA #11 SUBTOTAL</i>				<i>206,900</i>	
WATER TANK STRUCTURE	#12	55	45,900		
<i>CITY OPEN SPACE AREA #13 SUBTOTAL</i>				<i>45,900</i>	
CITY OPEN SPACE GRAND TOTAL				2,758,696	

CITY OF CALABASAS
 FIRE MAINTENANCE WORKLOAD INVENTORY - CONTRACT AREA #1
 SQ FOOTAGE AREA TOTALS

AREA DESCRIPTION	BID ITEM NO.	AREA NO.	APPROX. SF QTY	SUBTOTALS	GRAND TOTALS
GATE CANYON PARK	#1	1	129,700		
DE ANZA PARK	#2	1	173,800		
CIVIC CENTER PARK	#3	1	675,000		
CREEKSIDE PARK & COMMUNITY CENTER	#4	1	230,000		
WILD WALNUT PARK	#5	1	236,200		
CITY PARKS SUBTOTAL				1,444,700	
CITY PARKS GRAND TOTAL					1,444,700





















CITY of CALABASAS

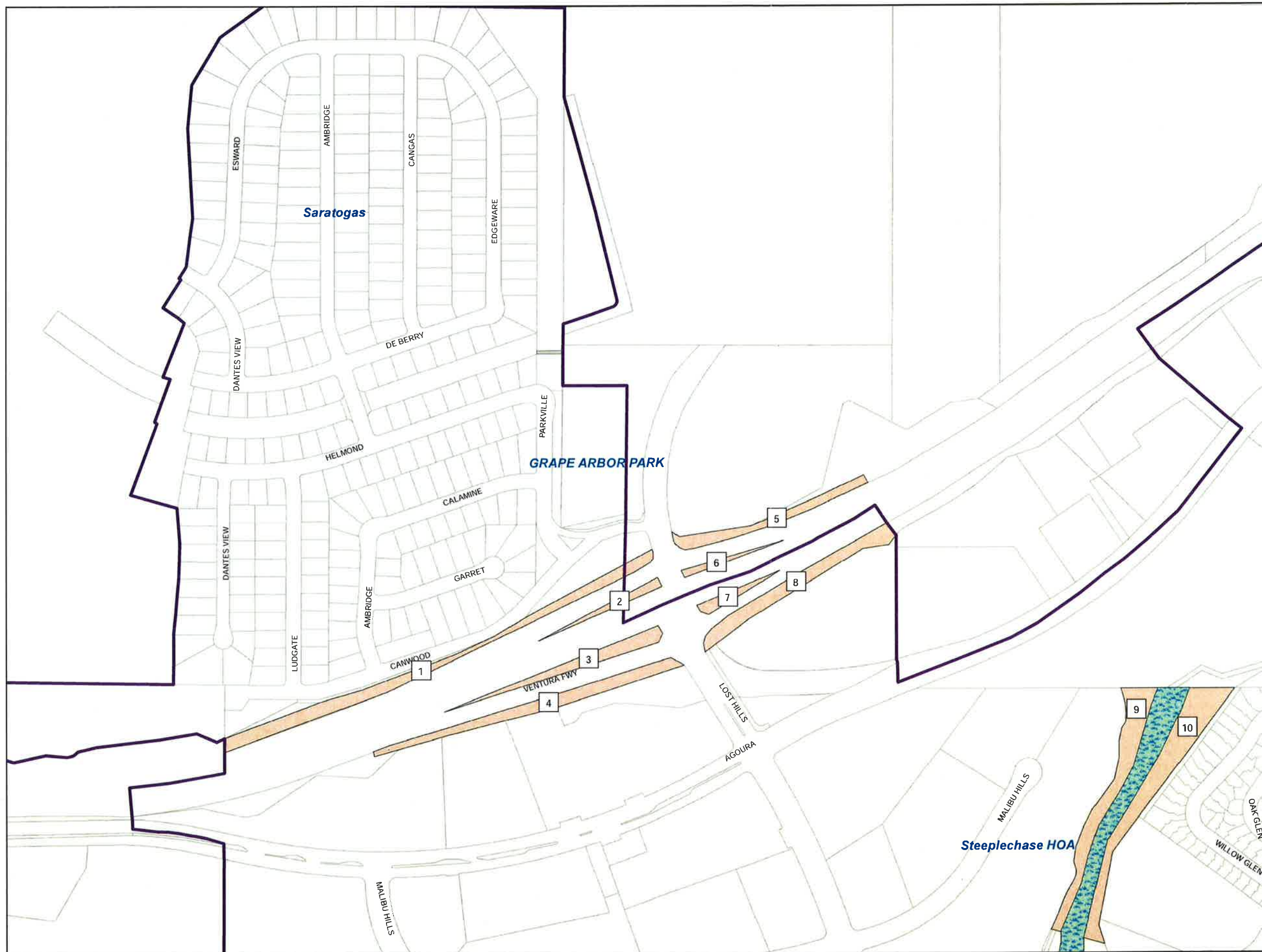
**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

101 FRWY AT
LOS HILLS ROAD

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
-  CALABASAS COUNTRY ESTATES HOA
-  CALABASAS HILLS AND ESTATES HOA
-  CALABASAS PARK HOA
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-  WORK AREA NUMBER
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-  CITY BOUNDARY LINE



















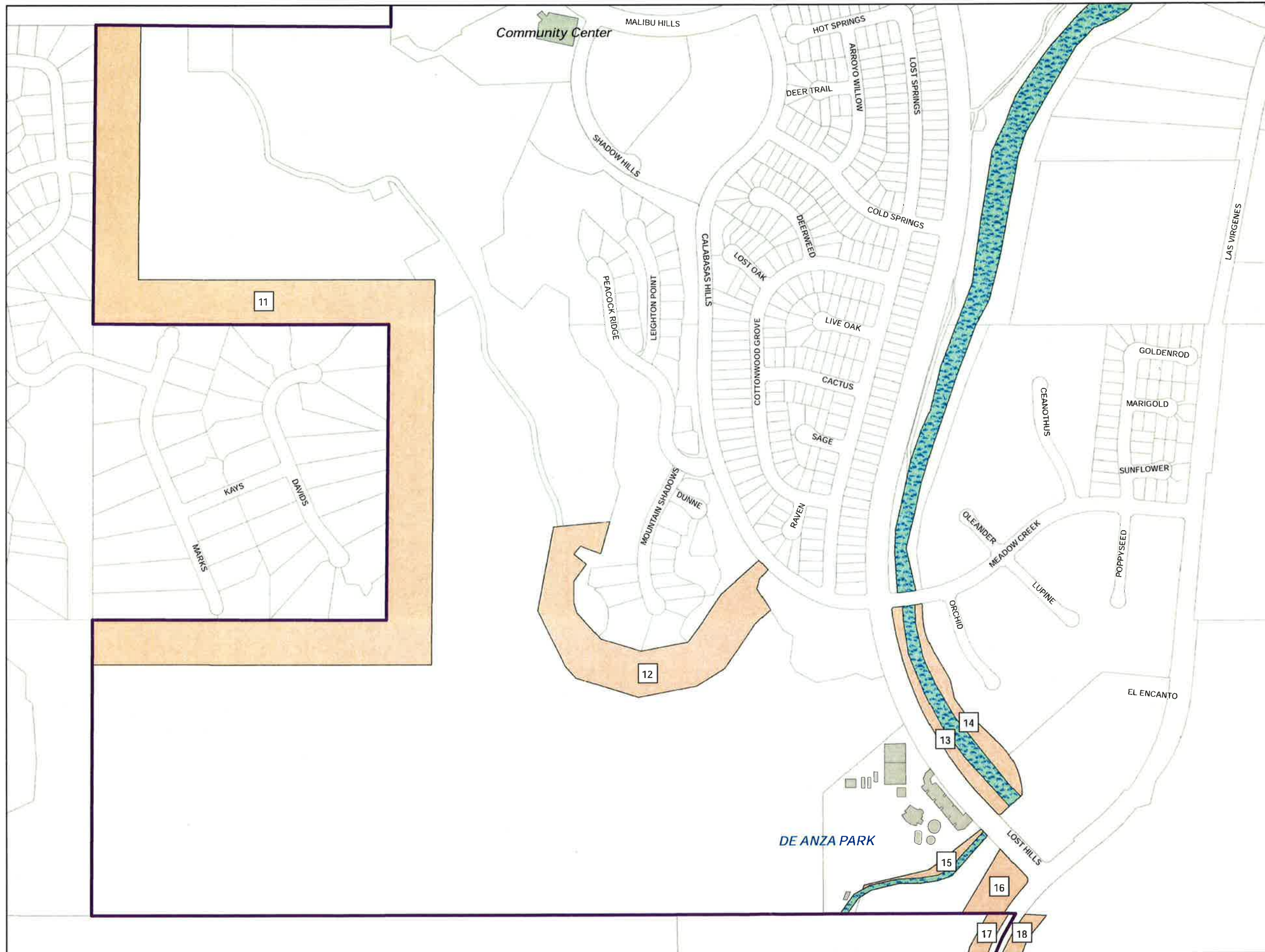
CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE
LIBERTY CANYON
AND CALABASAS
VIEW AREA

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
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











CITY of CALABASAS

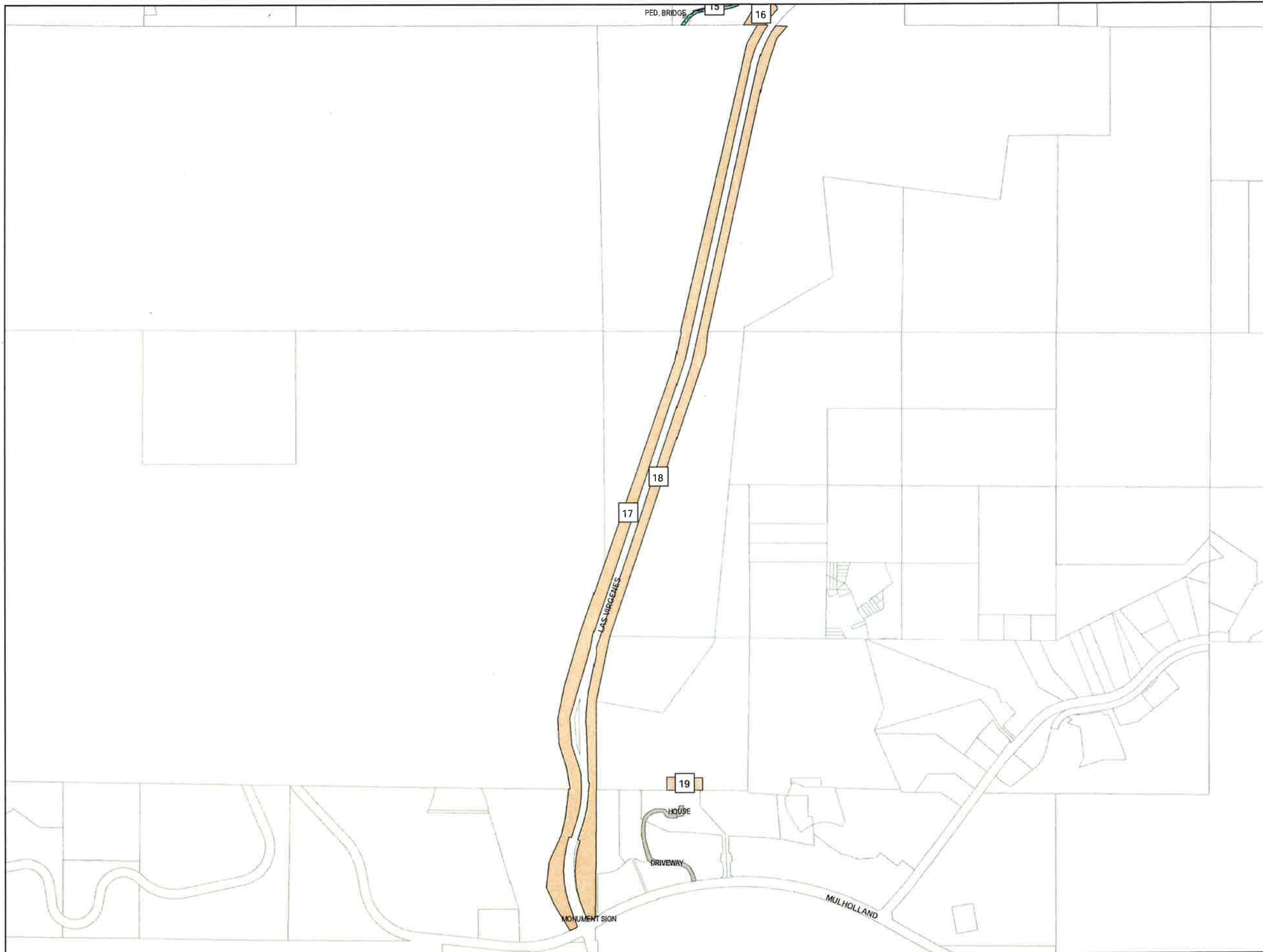
**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

**CITY PARCEL PLUS
LAS VIRGENES ROAD -
FROM AGOURA ROAD
TO MULHOLLAND HWY**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
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CITY of CALABASAS

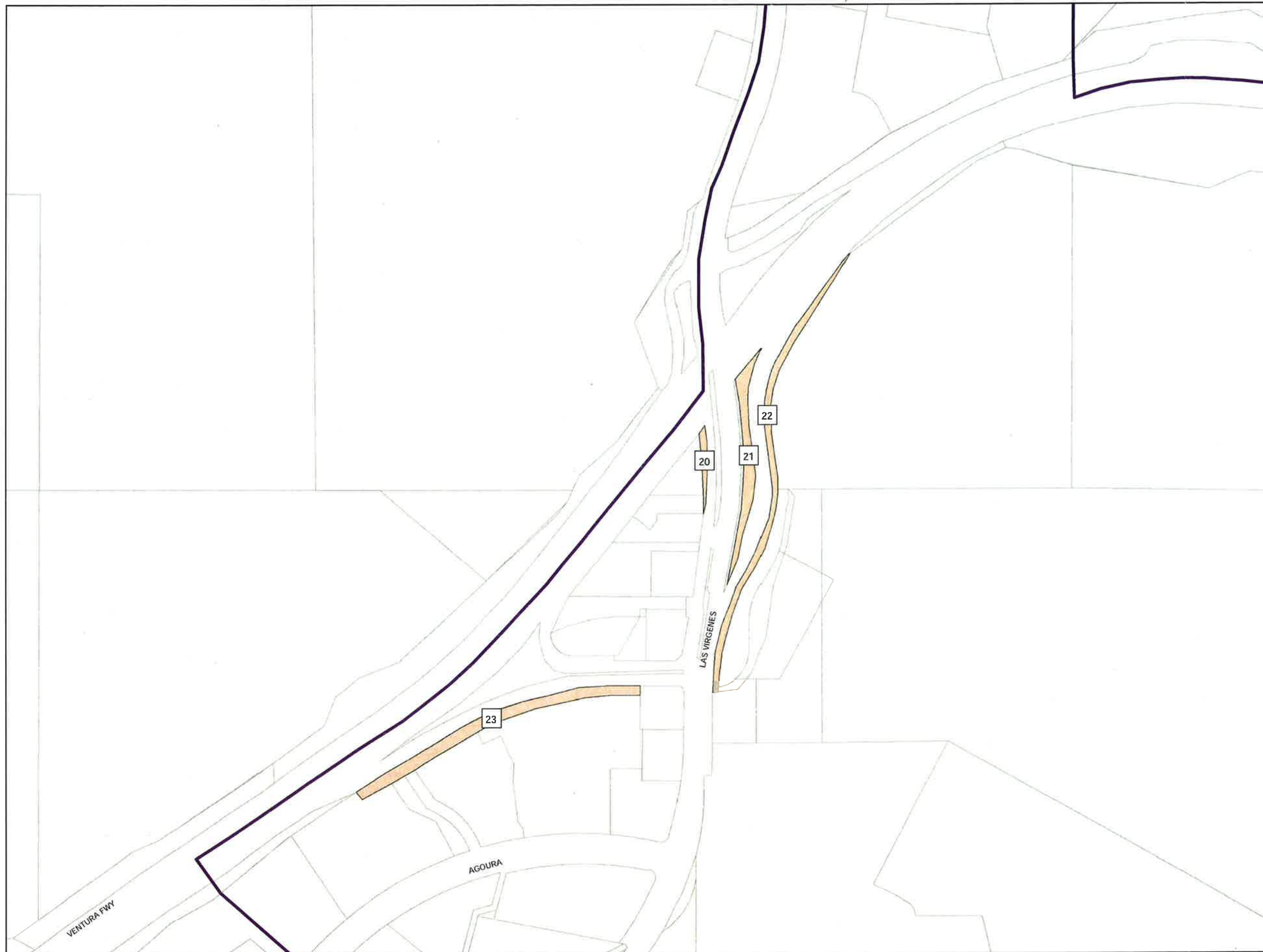
**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

101 FRWY AT
LAS VIRGENES ROAD

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

CALABASAS ROAD

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
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CITY of CALABASAS

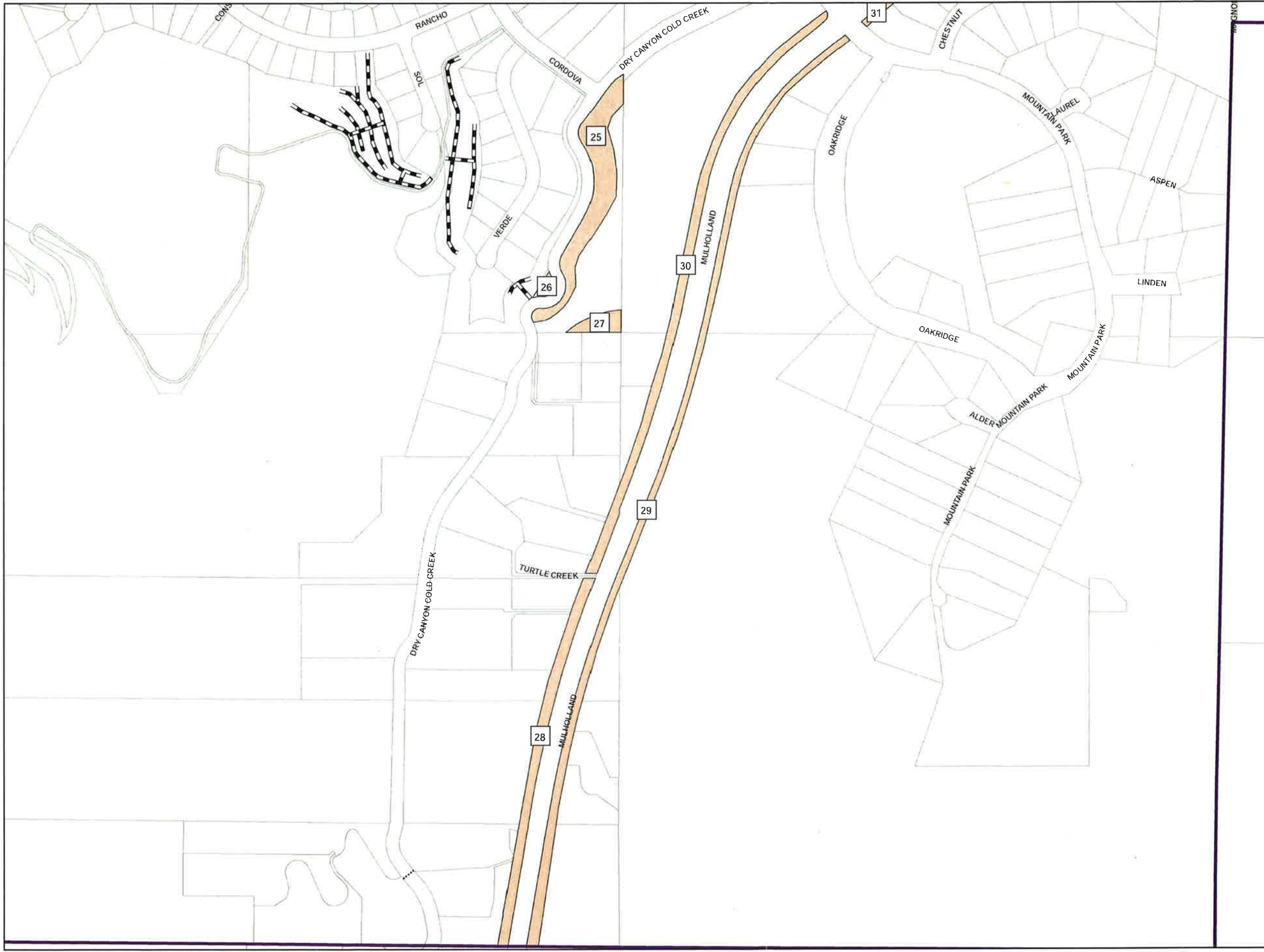
**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

**DRY CANYON COLD
CREEK ROAD AND
MULHOLLAND HWY
FROM OLD TOPANGA
CANYON RD TO CITY LINE**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
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CITY of CALABASAS

FIRE ZONE MAINTENANCE AREAS

CITY OPEN SPACE

MULHOLLAND HWY FROM OLD TOPANGA CANYON ROAD TO CITY LINE

FIRE ZONES LEGEND

- PUBLIC WORKS/CALTRANS PROPERTIES
- PARKS
- BELLAGIO HOA
- CALABASAS COUNTRY ESTATES HOA
- CALABASAS HILLS AND ESTATES HOA
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CITY of CALABASAS

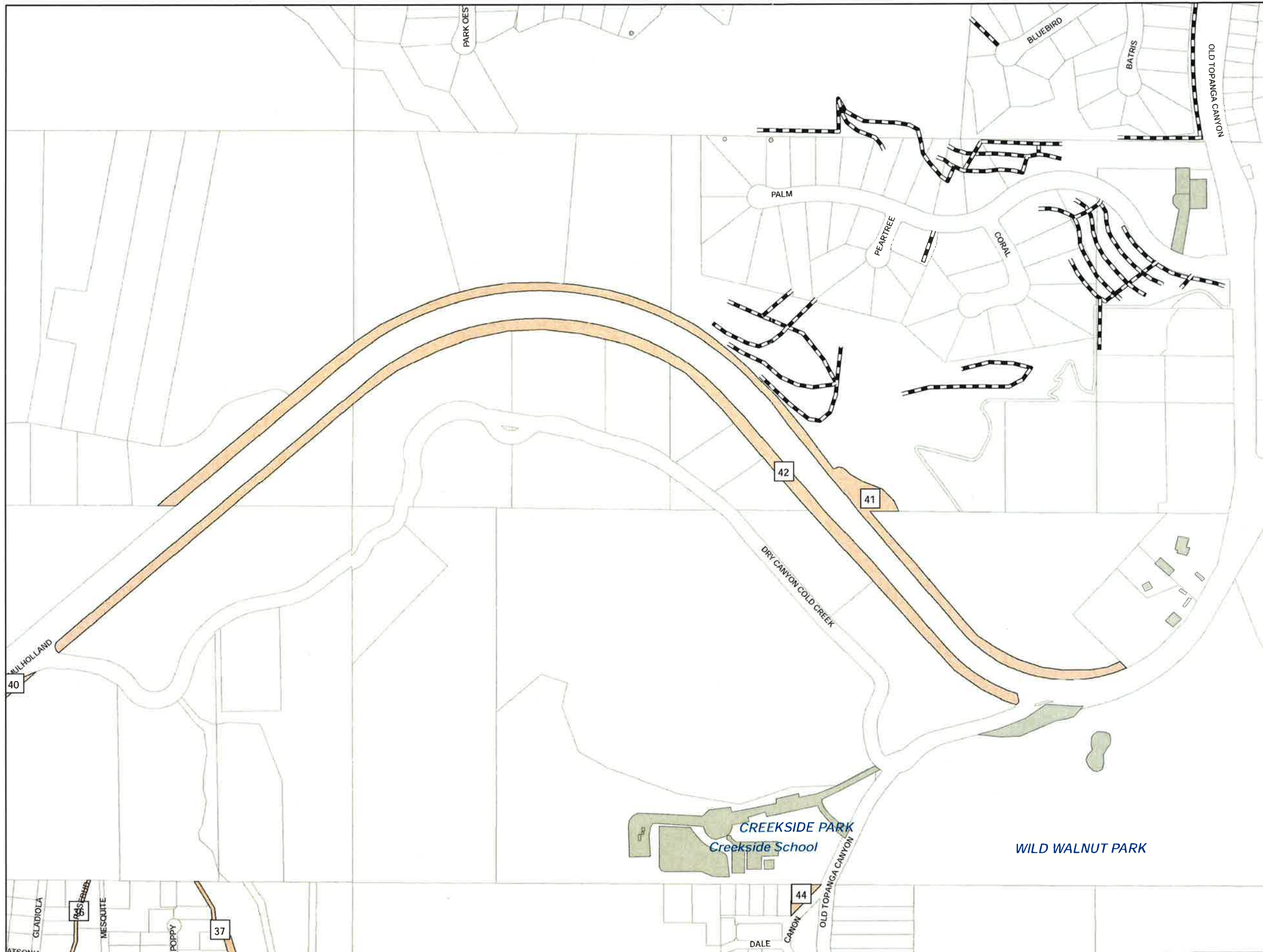
**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

**MULHOLLAND HWY
FROM OLD TOPANGA
CANYON ROAD
TO CITY LINE**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

HIGHLANDS

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

OLD TOPANGA
CANYON

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLACIO HOA
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- 





CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY OPEN SPACE

WATER TANK
STRUCTURE
OFF LEMANS DRIVE
EAST OF DARDENNE

- FIRE ZONES LEGEND**
-  PUBLIC WORK/CALTRANS PROPERTIES
 -  PARKS
 -  BELLAGIO HOA
 -  CALABASAS COUNTRY ESTATES HOA
 -  CALABASAS HILLS AND ESTATES HOA
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







CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY PARKS

GATES CANYON
PARK

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**CITY PARKS

DE ANZA
PARK**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
-  CALABASAS COUNTRY ESTATES HOA
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY PARKS

**CIVIC CENTER
PARK**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY PARKS

**CREEKSIDE
PARK**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
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-  THE OAKS
-  WESTRIDGE HOA
-  LANDSCAPE MAINTENANCE DISTRICT 24
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-  STRUCTURES
-  WORK AREA NUMBER
-  V_DITCHES
-  CITY BOUNDARY LINE





CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

CITY PARKS

**WILD WALNUT
PARK**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
-  CALABASAS COUNTRY ESTATES HOA
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CITY of CALABASAS

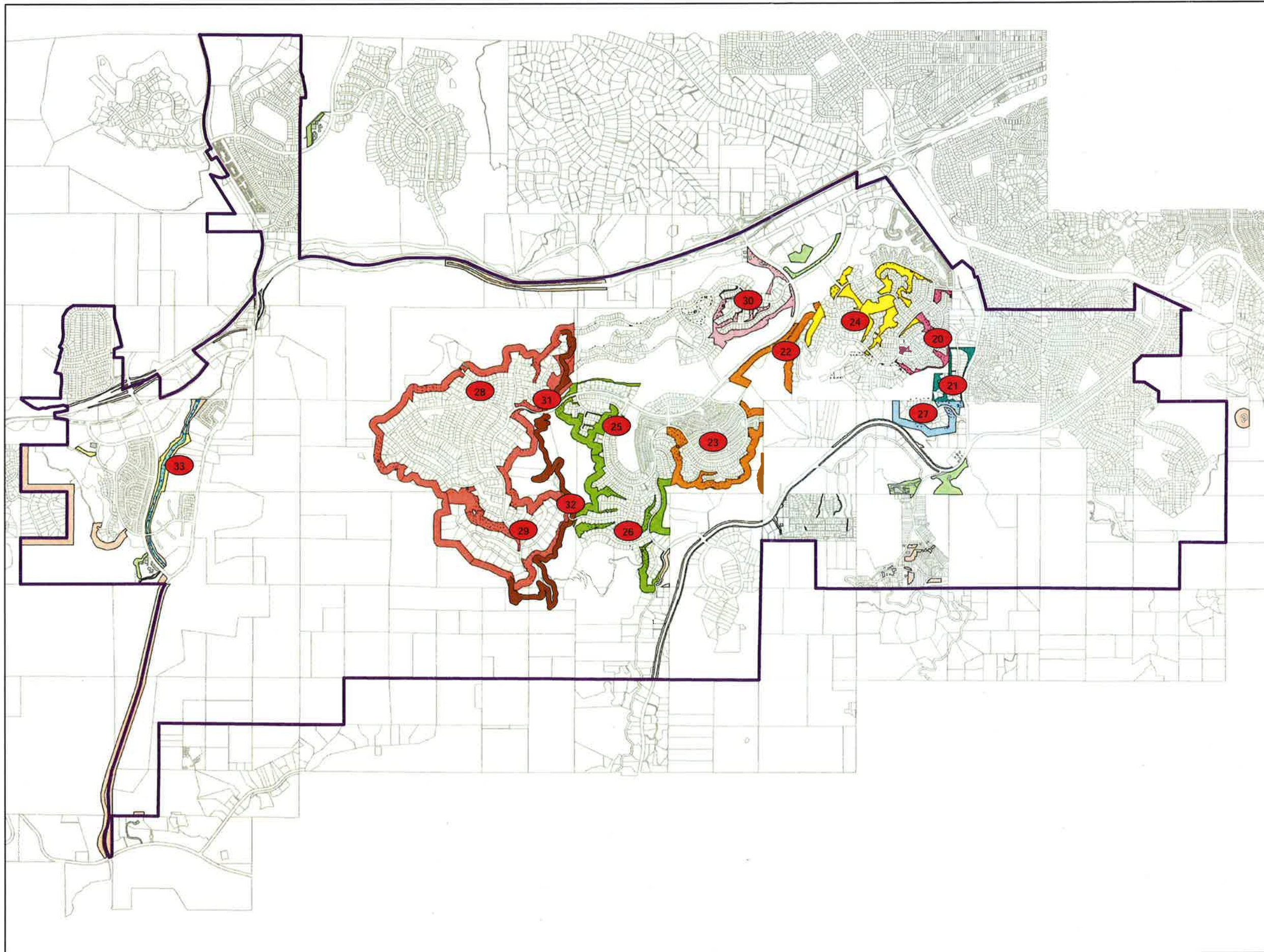
**FIRE ZONE
MAINTENANCE
AREAS**

OVERVIEW

CONTRACT AREA #2

FIRE ZONES LEGEND

-  PUBLIC WORKS/CALTRANS PROPERTIES
-  PARKS
-  BELLAGIO HOA
-  CALABASAS COUNTRY ESTATES HOA
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-  PAGE NUMBERS



CITY OF CALABASAS
 FIRE MAINTENANCE WORKLOAD INVENTORY - CONTRACT AREA #2
 SQ FOOTAGE AREA TOTALS

AREA DESCRIPTION	BID ITEM NO.	AREA NO.	APPROX. SF QTY	SUBTOTALS	GRAND TOTALS
BELLAGIO HOA	#1	1	-		
		2	54,501		
		3	13,266		
		4	66,133		
<i>BELLAGIO SUBTOTAL</i>				<i>133,900</i>	
CALABASAS COUNTRY ESTATES HOA	#2	1	-		
		2	73,710		
		3	25,290		
		4	-		
<i>CALABASAS COUNTRY ESTATES SUBTOTAL</i>				<i>99,000</i>	
CALABASAS HILLS & ESTATES HOA	#3	1	-		
		2	501,098		
		3	301,936		
		4	602,956		
		5	52,033		
		6	79,877		
<i>CALABASAS HILLS SUBTOTAL</i>				<i>1,537,900</i>	
CALABASAS PARK HOA	#4	1	46,722		
		2	-		
		3	203,961		
		4	163,686		
		5	480,382		
		6	255,439		
		7	-		
		8	314,739		
		9	65,673		
		10	51,798		
<i>CALABASAS PARK SUBTOTAL</i>				<i>1,582,400</i>	
CALABASAS PARK ESTATES HOA	#5	1	123,820		
		2	121,110		
		3	931,203		
		4	22,576		
		5	725,979		
		6	59,105		
		7	12,952		
		8	101,759		
		9	-		
		10	503,888		
		11	303,663		
<i>CALABASAS PARK ESTATES SUBTOTAL</i>				<i>2,906,055</i>	

CITY OF CALABASAS
 FIRE MAINTENANCE WORKLOAD INVENTORY - CONTRACT AREA #2
 SQ FOOTAGE AREA TOTALS

AREA DESCRIPTION	BID ITEM NO.	AREA NO.	APPROX. SF QTY	SUBTOTALS	GRAND TOTALS
CLAIRIDGE HOA	#6	1	287,538		
		2	40,362		
		CLAIRIDGE SUBTOTAL			327,900
THE OAKS HOA	#7	1	685,132		
		2	1,016,752		
		3	584,112		
		4	-		
		5	5,384		
		6	769,048		
		7	878,337		
		8	325,917		
		9	-		
		10	794,318		
THE OAKS SUBTOTAL			5,059,000		
WESTRIDGE HOA	#8	1	176,014		
		2	-		
		3	497,386		
		4	-		
WESTRIDGE SUBTOTAL			673,400		
PUBLIC HIKING TRAIL ALONG THE OAKS HOA	#9	1	34,789		
		2	38,352		
		3	33,959		
PUBLIC HIKING TRAILS #12 SUBTOTAL			107,100		
LMD 22 HOA (CONTRACT AREA #2) GRAND TOTAL				12,426,655	
LMD24 (ALONG LOST HILLS ROAD)	#1	1	172,123		
		2	154,077		
		3	59,097		
LMD24 SUBTOTAL			385,297		
LMD 24 HOA (CONTRACT AREA #2) GRAND TOTAL				385,297	



CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

BELLAGIO HOA



FIRE ZONES LEGEND

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





CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**CALABASAS COUNTRY
ESTATES HOA**

FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
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CITY of CALABASAS

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MAINTENANCE
AREAS**

**CALABASAS HILLS
AND ESTATES HOA**

FIRE ZONES LEGEND

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CITY of CALABASAS

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AREAS**

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AND ESTATES HOA**

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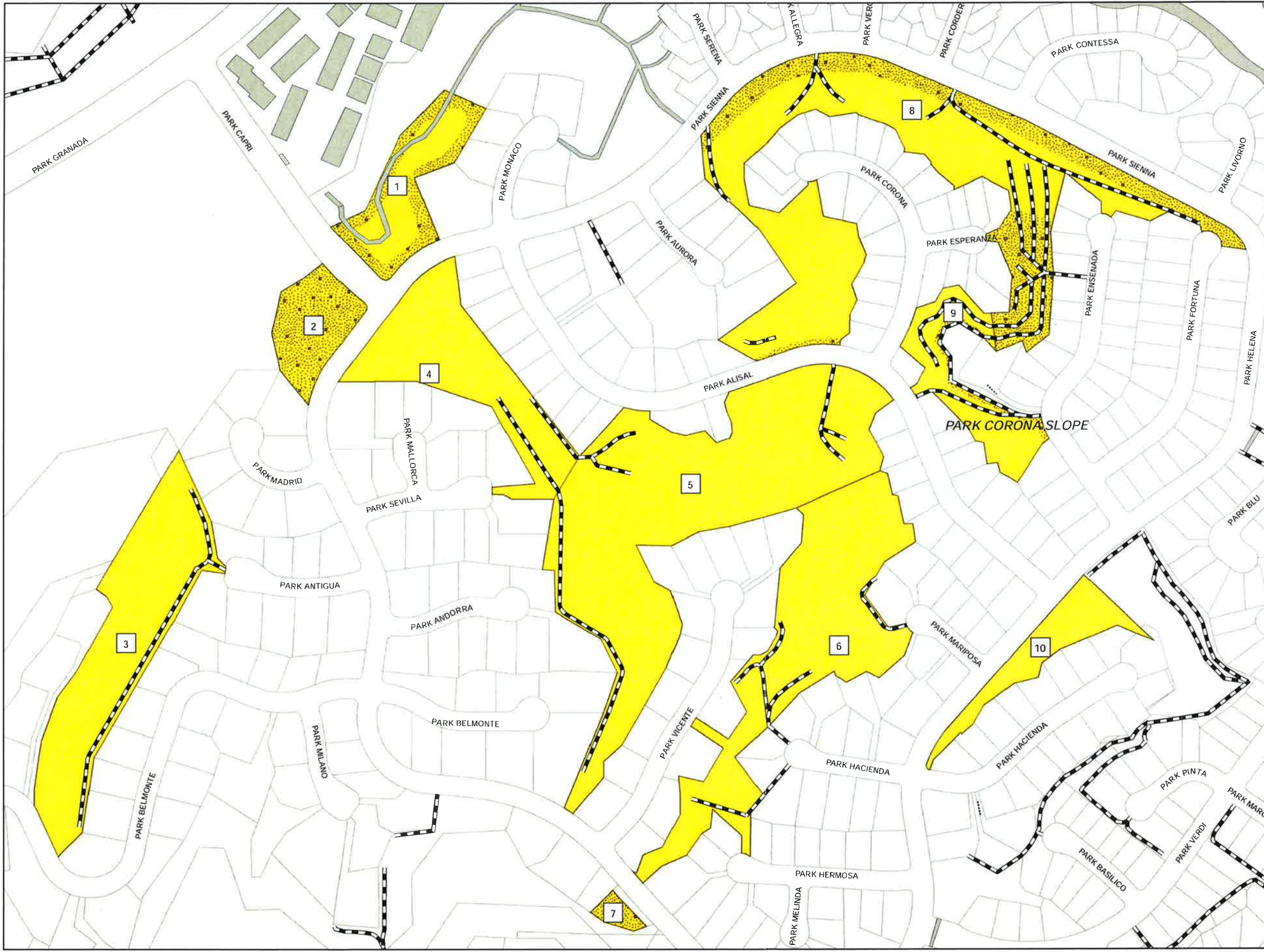
CITY of CALABASAS

**FIRE ZONE
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AREAS**

**CALABASAS
PARK HOA**

FIRE ZONES LEGEND

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



















CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**CALABASAS PARK
ESTATES HOA**

FIRE ZONES LEGEND

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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**CALABASAS PARK
ESTATES HOA**

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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**CLAIRIDGE
HOA**

- FIRE ZONES LEGEND**
- PUBLIC WORK/CALTRANS PROPERTIES
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**THE OAKS
HOA**



FIRE ZONES LEGEND

-  PUBLIC WORK/CALTRANS PROPERTIES
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**THE OAKS
HOA**

- FIRE ZONES LEGEND**
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**WESTRIDGE
HOA**

- FIRE ZONES LEGEND**
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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**PUBLIC HIKING
TRAILS
ALONG THE OAKS HOA**



- FIRE ZONES LEGEND**
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
















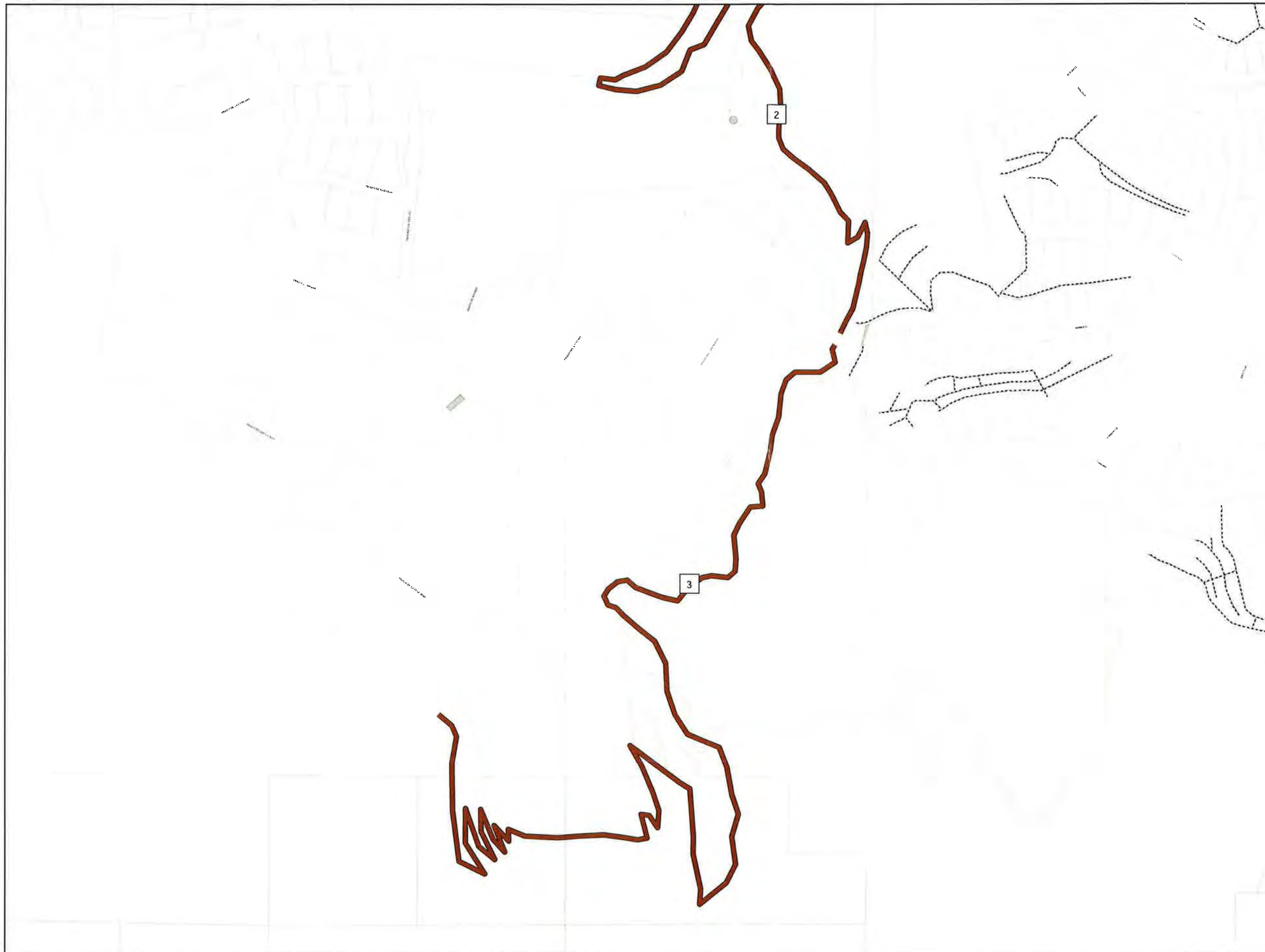
CITY of CALABASAS

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CITY of CALABASAS

**FIRE ZONE
MAINTENANCE
AREAS**

**LANDSCAPE
MAINTENANCE
DISTRICT 24**

FIRE ZONES LEGEND

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**PROFESSIONAL SERVICES AGREEMENT
Providing for Payment of Prevailing Wages**

(City of Calabasas/ **Absolute Tree & Brush**)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Calabasas, a California municipal corporation (“City”), and **Absolute Tree & Brush an Unincorporated, Sole Proprietor organization, licensed in the State of California** (“Consultant”).

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant:

Annual Weed Abatement / Brush Clearance for Fuel Protection in the City of Calabasas

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 8, 2012** 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 8, 2012** fee schedule to City attached hereto as **Exhibit A** and incorporated herein by this reference.

3.3 “Commencement Date”: **January 02, 2013.**

3.4 “Expiration Date”: **January 02, 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 **Four Hundred One Thousand Seven Hundred and Six Dollars (\$401,706) Per Year** 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. ***Steve Ball, Landscape District Manager*** shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without City’s prior written consent.
- 5.5 To the extent that the Scope of Services involves trenches deeper than 4’, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

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

provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

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

6. COMPENSATION

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

requests within 30 days after receipt, for the review of payment requests, for notice to the contractor of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with this Article. This Agreement hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

- 6.5 To the extent applicable, at any time during the term of the Agreement, the Consultant, may at its own expense, substitute securities equivalent to the amount withheld as retention (or the retained percentage) in accordance with Public Contract Code section 22300. At the request and expense of the consultant, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the Consultant. Upon satisfactory completion of the contract, the securities shall be returned to the Consultant.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

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

9. CONFIDENTIALITY

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

10. INDEMNIFICATION

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

and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

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

11. INSURANCE

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

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

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

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

Contractor shall take out and maintain, during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of improvement; and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by Contractor. Contractor and any of Contractor's subcontractors shall be required to

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

- 11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Consultant's expense, the premium thereon.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.7 The General Liability Policy of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and

volunteers as additional insureds. The General Liability Policy required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

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

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

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

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

14. PERMITS AND APPROVALS

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

15. NOTICES

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

If to City:

City of Calabasas
100 Civic Center Way
Calabasas, CA 91302
Attn: Steve Ball, PW Landscape Manager
Telephone: (818) 224-1686
Facsimile: (818) 225-7338

If to Consultant:

PO Box 290
442 Pickett Road
Ione WA 99139
Attn: Robert 'Shane' Gazan
Telephone: (509) 442-2317
Facsimile: (509) 442-2374

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.

Initials: (City) _____ (Contractor) _____

17. TERMINATION

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

18. GENERAL PROVISIONS

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

writing.

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

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

19 **PREVAILING WAGES**

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

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

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

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

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

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

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

“City”
City of Calabasas

“Consultant”
Absolute Tree & Brush

By: _____
Mary Sue Maurer, Mayor

By: _____
Robert ‘Shane’ Gazan, Owner

Date: _____

Date: _____

By: _____
N/A Sole Owner
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

EXHIBIT A
SCOPE OF WORK AND APPROVED FEE SCHEDULE

COST BREAKDOWN SCHEDULES
CITY OF CALABASAS
WEED ABATEMENT SERVICES CONTRACT
JANUARY 2013


The cost of all labor, services, material, equipment and installation necessary for the completion of the work itemized under this schedule, even though not shown or specified, shall be included in the unit price for the various items shown herein. For a description of the work associated with each bid item, see **SECTION F-SPECIAL PROVISIONS**. The City reserves the right to increase or decrease the quantity of any item or omit items as may be necessary, and the same shall in no way affect or make void the contract, except that appropriate additions or deductions from the contract total price will be made at the stipulated unit price in accordance with these Contract Documents.

The City reserves the right to reject any and all proposals, to waive any informality in a price quote, and to make awards in the best interest of the City.

The Contractor shall perform an independent take-off of the plans and bid accordingly. Quantities listed in this Cost Breakdown Schedule are intended only as a guide for the Contractor as to anticipated order of magnitude of work. The Contractor shall be responsible for verifying all estimated quantities. The Contractor will be reimbursed for the quantity of area actually cleared as required by the Contract Documents, including addenda.

The Contractor will not be reimbursed for work performed for his convenience, or as required to adapt to field conditions, or for unauthorized work performed outside of that required by the Contract Documents.

The Contractor shall be responsible for calculating and providing totals for the schedule. The proposal schedule shall include all costs for labor, services, material, equipment, disposal and all associated fees associated with completing the work in place per the maps, specifications and details as included herein.

NAME OF Weed Abatement Company: AB'SO' LUTE TREE & BRUSH
CONTRACTOR'S LICENSE NO.: 5811665
AUTHORIZED SIGNATURE: 
TITLE: OWNER SOLE PROPRIETOR
DATE: 09/26/2012

Initials: (City) _____ Contractor) SG
36519 1

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

COST BREAKDOWN SCHEDULE (CONTRACT AREA #1)

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LOST HILLS RD. INTERCHANGE (Ref Map Pg. 3. Areas 1-8)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	235,900 (=2,359 Units)	\$ 4.25	\$ 10025.75
2	PARCEL BEHIND STEEPLECHASE, FROM TOP OF CREEK BANKS TO FENCES OR IRRIGATED AREAS (Ref. Map Pg. 3. Areas 9-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	108,200 (=1,082 Units)	\$ 2.19	\$ 2369.58
3	PARCELS BEHIND LIBERTY CANYON AND CALABASAS VIEW HOA AREA (Ref. Map Pg. 4. Areas 11-16)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,581,603 (=15,816.03 Units)	\$ 2.12	\$ 34637.11
4	CITY PARCEL AND ALONG LAS VIRGENES ROAD FROM AGOURA RD. TO MULHOLLAND HWY. (Ref. Map Pg. 5. Areas 17-19)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	78,700 (=787 Units)	\$ 4.25	\$ 3344.75
5	101 FREEWAY CORRIDOR HIGH PROFILE AREAS AT LAS VIRGENES RD. INTERCHANGE (Ref. Map Pg. 6. Areas 20-23)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	41,893 (=418.93 Units)	\$ 4.25	\$ 1780.45

Initials: (City) _____ (Contractor) SB

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
6	CALABASAS ROAD (Ref. Map Pg. 7 Area 24)	Weed abate to 15' beyond edge of pavement on the south side and from the edge of pavement to the Caltrans fence on the north side including, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	60,000 (=600 Units)	\$ 41 ²⁵	\$ 2550 ⁰⁰
7	DRY CANYON COLD CREEK RD. (Ref. Map Pg. 8. Areas 25-26)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	81,700 (=817 Units)	\$ 2 ¹⁹	\$ 1789 ²³
8	DRY CANYON COLD CREEK RD. ADJACENT TO PRIVATE STRUCTURE (Ref. Map Pg. 8. Area 25-27)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	24,000 (=240 Units)	\$ 2 ¹⁹	\$ 525 ⁶⁰
9	MULHOLLAND HWY FROM OLD TOPANGA CANYON RD. TO CITY LINE (Ref. Map Pg. 8. Areas 28-30, Map Pg. 9, Areas 31-33, 38-40, Map Pg. 10, Areas 41-42)	Weed abate to 10' beyond edge of pavement on both sides of the street including, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	231,700 22,050 Units 2317 Units	\$ 41 ²⁵	\$ 9847 ²⁵
10	PARCELS AT HIGHLANDS (Ref. Map Pg. 11, Areas 34-37 & 43)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	62,200 (=6622 Units)	\$ 2 ¹⁹	\$ 14502 ¹⁸

Initials: (City) _____ (Contractor) SG

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

ITEM NO.	CITY OPEN SPACE (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
11	PARCELS AT OLD TOPANGA CANYON (Ref. Map Pg. 12. Areas 44-54)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	206,900 (=2,069 Units)	\$ 3 ²⁵	\$ 6,721 ²⁵
12	WATER TANK STRUCTURE (City parcel 4434-003-900) (Ref. Map Pg. 13. Area 55)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	45,900 (=459 Units)	\$ 2 ¹²	\$ 1,005 ²¹
TOTAL LUMP SUM IN FIGURES					\$ 8,910 ³⁶
TOTAL AMOUNT FOR OPEN SPACE IN WORDS: EIGHTY NINE THOUSAND ONE HUNDRED ONE DOLLAR & ³⁶THIRTY SIX CENTS					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the City Open Space prior to submitting a proposal.

Initials: (City) _____ (Contractor) SEJ

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

COST-BREAKDOWN SCHEDULE (CONTRACT AREA #1)

ITEM NO.	CITY PARKS (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	GATES CANYON PARK (Ref. Map Pg. 14. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	129,700 (=1,279 Units)	\$ 2 ¹⁹	\$ 2801 ⁰¹
2	DE ANZA PARK (Ref. Map Pg. 15. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	173,800 (=1,738 Units)	\$ 2 ¹⁹	\$ 3806 ²²
3	CIVIC CENTER PARK (on north side of Park Granada between Parkway Calabasas and the Commons) (Ref. Map Pg. 16. Areas 1-2)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	675,000 (=6,750 Units)	\$ 2 ¹⁹	\$ 14,782 ⁵⁰
4	CREEKSIDE PARK AND COMMUNITY CENTER (Ref. Map Pg. 17. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	230,000 (=2,300 Units)	\$ 2 ¹⁹	\$ 5037 ²⁰
5	WILD WALNUT PARK (Ref. Map Pg. 18. Area 1)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees. Must hand clear around identified native species.	236,200 (=2,362 Units)	\$ 2 ¹⁹	\$ 5172 ⁷⁸
TOTAL LUMP SUM IN FIGURES					\$ 31,599 ⁵¹
TOTAL AMOUNT FOR CITY PARKS IN WORDS:					\$\$\$
THIRTY ONE THOUSAND FIVE HUNDRED NINETY NINE DOLLARS FIFTY ONE CENTS.					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the Parks Property prior to submitting a proposal.

Initials: (City) _____ (Contractor) SB

Annual Weed Abatement for Fire Safety RFQ/P

Addendum No. 2, 10/03/2012

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

COST-BREAKDOWN SCHEDULES TOTAL

COST BREAKDOWN SCHEDULE TITLE	COST BREAKDOWN SCHEDULE TOTAL
PUBLIC WORKS / CITY OPEN SPACE	\$ 89,101 ³⁶
CITY PARKS	\$ 31,599 ⁵¹
TOTAL COST AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN FIGURES	\$ 120,700 ⁸⁷

TOTAL AMOUNT OF BOTH COST BREAKDOWN SCHEDULES ABOVE IN WORDS:
ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED ~~AND~~ ⁸⁷ EIGHTY SEVEN CENTS

Note: The total combined cost of both Cost Breakdown Schedules will be considered the base cost for contract area #1.

NAME OF Weed Abatement Company: ABSOLUTE
 CONTRACTOR'S LICENSE NUMBER: 5811005
 AUTHORIZED SIGNATURE: [Signature]
 TITLE: OWNER
 DATE: 10/04/2012

Initials: (City) _____ (Contractor) SA

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

COST BREAKDOWN SCHEDULE (CONTRACT AREA #2)

ITEM NO.	LLAD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	BELLAGIO HOA (Park Verdi) (Ref. Map Pg 20, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	133,900 (=1,339 Units)	\$ 2.19	\$ 29,324.11
2	CALABASAS COUNTRY ESTATES HOA (Ref. Map Pg 21, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	99,000 (=990 Units)	\$ 2.19	\$ 21,681.00
3	CALABASAS HILLS & ESTATES HOA (Ref. Map Pg. 22, Areas 1-3, and Pg. 23, Areas 4-6)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,537,900 (=15,379 Units)	\$ 2.19	\$ 336,800.01
4	CALABASAS PARK HOA (Ref. Map Pg. 24, Areas 1-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	1,582,400 (=15,824 Units)	\$ 2.19	\$ 346,543.60
5	CALABASAS PARK ESTATES HOA (Ref. Map Pg. 25, Areas 1-5 & 10, and Map Pg. 26, Areas 5-11)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	2,906,055 (=29,253.95 Units)	\$ 2.19	\$ 640,661.55
6	CLAIRIDGE HOA (Ref. Map Pg. 27, Areas 1-2)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	327,900 (=3,279 Units)	\$ 2.19	\$ 71,811.01

Initials: (City) _____ (Contractor) SB

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

ITEM NO.	LLAD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
7	THE OAKS OF CALABASAS HOA (Ref. Map Pg. 28, Areas 1-7 and Map Pg. 29, Areas 1, & 7-10)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	5,059,000 (=50,590 Units)	\$2 ¹⁹	\$110,792 ¹⁰
8	WESTRIDGE HOA (Ref. Map Pg. 30, Areas 1-4)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	673,400 (=6,734 Units)	\$2 ¹⁹	\$14,747 ⁴⁶
TOTAL LUMP SUM IN FIGURES					\$270,221 ⁸⁰
TOTAL AMOUNT FOR LLAD 22 IN WORDS: <i>TWO HUNDRED SEVENTY THOUSAND TWO HUNDRED TWENTY ONE DOLLAR & EIGHTY CENTS</i>					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the HOA properties prior to submitting a proposal.

ITEM NO.	LMD 22 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	PUBLIC HIKING TRAIL LOCATED IN THE OAKS OF CALABASAS HOA COMMON AREA (Ref. Map Pg. 31 & 32, Areas 1-3)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees.	107,100 (=1,071 Units)	\$2 ¹⁹	\$2,345 ⁴⁹
TOTAL LUMP SUM IN FIGURES					\$2,345 ⁴⁹
TOTAL AMOUNT FOR LMD 22 IN WORDS: <i>TWO THOUSAND THREE HUNDRED FORTY FIVE DOLLAR & FORTY NINE CENTS</i>					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the LMD property prior to submitting a proposal.

Initials: (City) _____ (Contractor) *SB*

**WEED ABATEMENT FOR FUEL REDUCTION FOR FIRE SAFETY
WITHIN THE CITY OF CALABASAS**

ITEM NO.	LLAD 24 (Map Page & Area #'s)	ACTIVITY	APPROX. QUANTITY (SF)	UNIT PRICE 100 Sq. Ft. = 1 Unit	TOTAL ANNUAL PRICE
1	ALONG LOST HILLS RD. NORTH OF MEADOW CREEK LANE TOP OF LAS VIRGENES CREEK BANKS TO IRRIGATED AREAS OR SIDEWALK OR FENCE LINE (Ref Map. Pg 33, Areas 1-3)	Weed abatement, brush/dead shrub removal, limbing up trees and shrubs, tree and shrub raising, trash and debris removal, hauling, and dump fees	385,297 (=3,852.97 Units)	\$ 212	\$ 8138 ⁰⁰
TOTAL LUMP SUM IN FIGURES					\$ 8138 ⁰⁰
TOTAL AMOUNT FOR LLAD 24 IN WORDS: <i>EIGHT THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLAR & 00 CENTS</i>					

Note: All information stated above was made available through City records, visual observations and aerial take-offs. It is the Contractor's responsibility to become familiar with all areas within the LLAD property prior to submitting a proposal.

Initials: (City) _____ (Contractor) OB

UNIT PRICE LIST
THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

UNIT PRICES FOR ADDITIONAL WORK

Item No.	Description			Unit Price	Unit
1.	New (Virgin Area) Weed Abatement, Initial Cut	1	@	\$ 3 ²⁵	100 SF
2.	New (Virgin Area) Area Brush Clearance, Initial Cut	1	@	\$ 25 ⁰⁰	100 SF
3.	Re-Growth: Additional Cut in the Same Season - Existing Area Weed Abatement	1	@	\$ 2 ⁰⁰	100 SF
4.	New (Virgin Area) Tree Raising, Initial Cut	1	@	\$ 25 ⁰⁰	Per Tree
5.	Removal of dead/fallen tree - 4"dia BH	1	@	\$ 150 ⁰⁰	Per Tree
	Hauling @ 500' to road	1	@	\$ 200 ⁰⁰	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 350 ⁰⁰	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 300 ⁰⁰	Per Tree
6.	Removal of dead/fallen tree - 6"dia BH	1	@	\$ 200 ⁰⁰	Per Tree
	Hauling @ 500' to road	1	@	\$ 300 ⁰⁰	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 400 ⁰⁰	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 450 ⁰⁰	Per Tree
7.	Removal of dead/fallen tree - 8"dia BH	1	@	\$ 300 ⁰⁰	Per Tree
	Hauling @ 500' to road	1	@	\$ 450 ⁰⁰	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 550 ⁰⁰	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 650 ⁰⁰	Per Tree
8.	Removal of dead/fallen tree - 10"dia BH	1	@	\$ 400 ⁰⁰	Per Tree
	Hauling @ 500' to road	1	@	\$ 700 ⁰⁰	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 900 ⁰⁰	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1100 ⁰⁰	Per Tree
9.	Removal of dead/fallen tree - 12"dia BH	1	@	\$ 575 ⁰⁰	Per Tree
	Hauling @ 500' to road	1	@	\$ 825 ⁰⁰	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 1100 ⁰⁰	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1400 ⁰⁰	Per Tree
10.	Removal of dead/fallen tree - 14"dia BH	1	@	\$ 800 ⁰⁰	Per Tree
	Hauling @ 500' to road	1	@	\$ 1200 ⁰⁰	Per Tree
	Hauling @ 1,000' to road	1	@	\$ 1600 ⁰⁰	Per Tree
	Hauling @ 1,500' to road	1	@	\$ 1800 ⁰⁰	Per Tree
11.	Cost per Laborer for any extra work including #s 1,2,3 & 4 above.	1	@	\$ 29 ⁷⁵	Hourly
12.	Cost per Supervisor for any extra work including #s 1,2,3 & 4 above.	1	@	\$ 35 ⁵⁰	Hourly

AB'S D'LUITE
(Name of Weed Abatement Company)

09/26/2012
(Date)

[Signature]
(Authorized Signature)

OWNER SOLE PROPRIETOR
(Title of person signing this form)

**** **NOTE: THIS FORM MUST BE COMPLETED, SIGNED, DATED, AND SUBMITTED WITH THE COST BREAKDOWN SCHEDULES OR YOUR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE AND IT WILL NOT BE ACCEPTED.**

Initials: (City) _____ Contractor) SG
953191

EXHIBIT B
INSURANCE CERTIFICATES
AND
CALIFORNIA CONTRACTOR'S LICENSE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/29/2011

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

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

PRODUCER EARL INSURANCE 223 S Washington Newport, WA 99156		PHONE (509) 447-3423		FAX (509) 447-2652	
INSURED Absolute R Shane Gazan PO Box 290 Ione, WA 99139		ADDRESS earl.insurance@frontier.com		PRODUCTION CUSTOM PRICE	
		INSURER A: American States Business Insurance		INSURER B:	
		INSURER C:		INSURER D:	
		INSURER E:		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

PER LTR	TYPE OF INSURANCE	AGRE PER	START DATE	END DATE	POLICY NUMBER	ISSUE DATE (MM/DD/YYYY)	POLICY PER (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR SEVERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any non person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				06-CC-018894-30	12/12/11	12/12/12	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA L&B EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISIONS THAT EXCLUDE OFFICERS/EMPLOYEES EXCLUDED (Hand Heavy to fill) If yes, describe under DESCRIPTION OF OPERATIONS below							\$ \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Calabasas, its agents, officers, employees, temporary employees & volunteers; Landscape Maintenance District 22 (LMD22); Landscape Lighting Act Districts 22 (LLAD22); Landscape Lighting Act District 24 (LLAD24),

CERTIFICATE HOLDER City of Calabasas Attn: Adm Svc-Laura Grant 100 Civic Center Way Calabasas, CA 91302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/1/12

PRODUCER
Sterling Agency Insurance Services
P.O. Box 12439
Marina Del Rey, CA 90295

800-991-2002
FAX 800-991-2024

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

INSURED
Robert Shane Gazan
DBA: Absolute
PO Box 290
Ione WA 99139

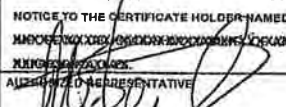
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L ITR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPS1362661	4/24/12	4/20/13	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/POP AGG	\$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE	XBS0014203	4/24/12	4/24/13	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) Y/N <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Primary Insurance as per CG 00 01 12 07
Certificate holder as additional insured as per CG 20 11 07 04
Coverage shall apply on a primary non-contributing basis with waiver of subrogation

CERTIFICATE HOLDER	CANCELLATION
City of Calabasas, its officials, agents, employees & volunteers; Landscape Maintenance District 22; Landscape Lighting Act Districts 22 & 24 100 Civic Center Way Calabasas, CA 91302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, WHICH MAY BE EXTENDED BY THE INSURER TO THE CERTIFICATE HOLDER'S LAST KNOWN ADDRESS.  AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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POLICYHOLDER COPY

SC



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 03-21-2012

GROUP:
POLICY NUMBER: 1870424-2012
CERTIFICATE ID: 8
CERTIFICATE EXPIRES: 03-01-2013
03-01-2012/03-01-2013

CITY OF CALABASAS
ATTN: STEVE BALL
100 CIVIC CENTER WAY
CALABASAS CA 91302-4112

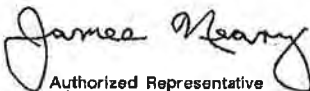
SC

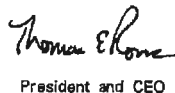
This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


Authorized Representative


President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-01-2012 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

GAZAN, ROBERT SHANE DBA: AB'SO'LUTE
PO BOX 290
IONE WA 99139

SC

[NPM,CN]

PRINTED : 03-21-2012

CALIFORNIA CONTRACTOR

AB SO LUTE

LICENSE NUMBER

581665

BOND NUMBER

SC6042457

BOND EXPIRATION DATE

11/02/2012

Bond issued by American Contractors Surety Company, a member of HCC Surety Group





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: OCTOBER 30, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM:  ROBERT YALDA, P.E., T.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
 BARSIN BET GOVARGEZ, E.I.T., ASSISTANT CIVIL ENGINEER

SUBJECT: RECOMMENDATION TO AWARD CONSTRUCTION CONTRACT FOR MULHOLLAND HWY 2012 OVERLAY PROJECT, SPECIFICATION NO. 12-13-01, TO ALL AMERICAN ASPHALT.

MEETING DATE: NOVEMBER 14, 2012

SUMMARY RECOMMENDATION:

Staff recommends that City Council award Mulholland Hwy 2012 overlay Project to 'ALL AMERICAN ASPHALT' in the amount of \$244,440.00. This amount includes 10% contingency, which is the industry standard for construction contracts. Staff also recommends appropriating \$15,000.00 for performing quality control and material testing services for this project. Staff is recommending appropriations for a total of \$259,440.00 to cover costs associated with this project.

DISCUSSION/ANALYSIS:

The portion of Mulholland Hwy. between Paul Revere Road and Eddingham Avenue was given a micro-surfacing treatment last year as a temporary maintenance measure to preserve the roadway until the Mulholland sewer upgrade project and the associated roadway trenching was finished. Now that the sewer project is complete, a traditional overlay of this roadway is needed to match pavement conditions along the rest of the corridor since the portion west of Eddingham Avenue was resurfaced two years ago and the portion east of Paul Revere Road will be resurfaced as part of the Mulholland Highway Phase III/Measure R project this summer. The corridor, once complete, will then have a minimum ten year life span.

Bids for the Mulholland Hwy. 2012 overlay Project were received on October 30, 2012. The award decision was based on the lowest responsible and responsive bidder.

Four sealed bids were received and the lowest bidder was 'ALL AMERICAN ASPHALT'. A copy of the bid results are shown in Attachment A.

'ALL AMERICAN ASPHALT' is well known in the region and is regarded as a reputable construction company. Staff had checked the references provided in the submitted bid package and received satisfactory reports about the company and projects they worked on.

ALL AMERICAN ASPHALT presented the lowest bid for the base bid items totaling \$244,440.00.

Staff will use the existing contract with BTC Labs - Vertical V for performing quality control and material testing for this project.

FISCAL IMPACT/SOURCE OF FUNDING:

The source of funding for the proposed work is from Fund 15 (Gas Tax Fund).

Account No. 40-319-6502-12 will be used to track all costs associated with the project. All requested funds should be appropriated to this account and adjust the budget accordingly.

REQUESTED ACTION:

Staff recommends that City Council award the Mulholland Hwy 2012 overlay project to 'ALL AMERICAN ASPHALT' in the amount of \$244,440.00. Staff also recommends appropriating \$15,000.00 for performing quality control and material testing services for this project. Staff is recommending appropriations for a total of \$259,440.00 to cover costs associated with this project.

ATTACHMENTS:

Exhibit A. Bid Results

Exhibit B. Map of the project site

Exhibit C. Construction Contract with ALL AMERICAN ASPHALT

EXHIBIT A

MULHOLLAND HWY 2012 OVERLAY PROJECT

SPECIFICATION NO. 12-13-01

BID RESULTS

CONTRACTOR	AMOUNT
ALL AMERICAN ASPHALT	\$222,222.22
C.A. RASMUSSEN, INC.	\$235,926.00
TORO ENTERPRISES, INC.	\$242,920.00
SULLY-MILLER CONTRACTING COMPANY	\$267,227.00

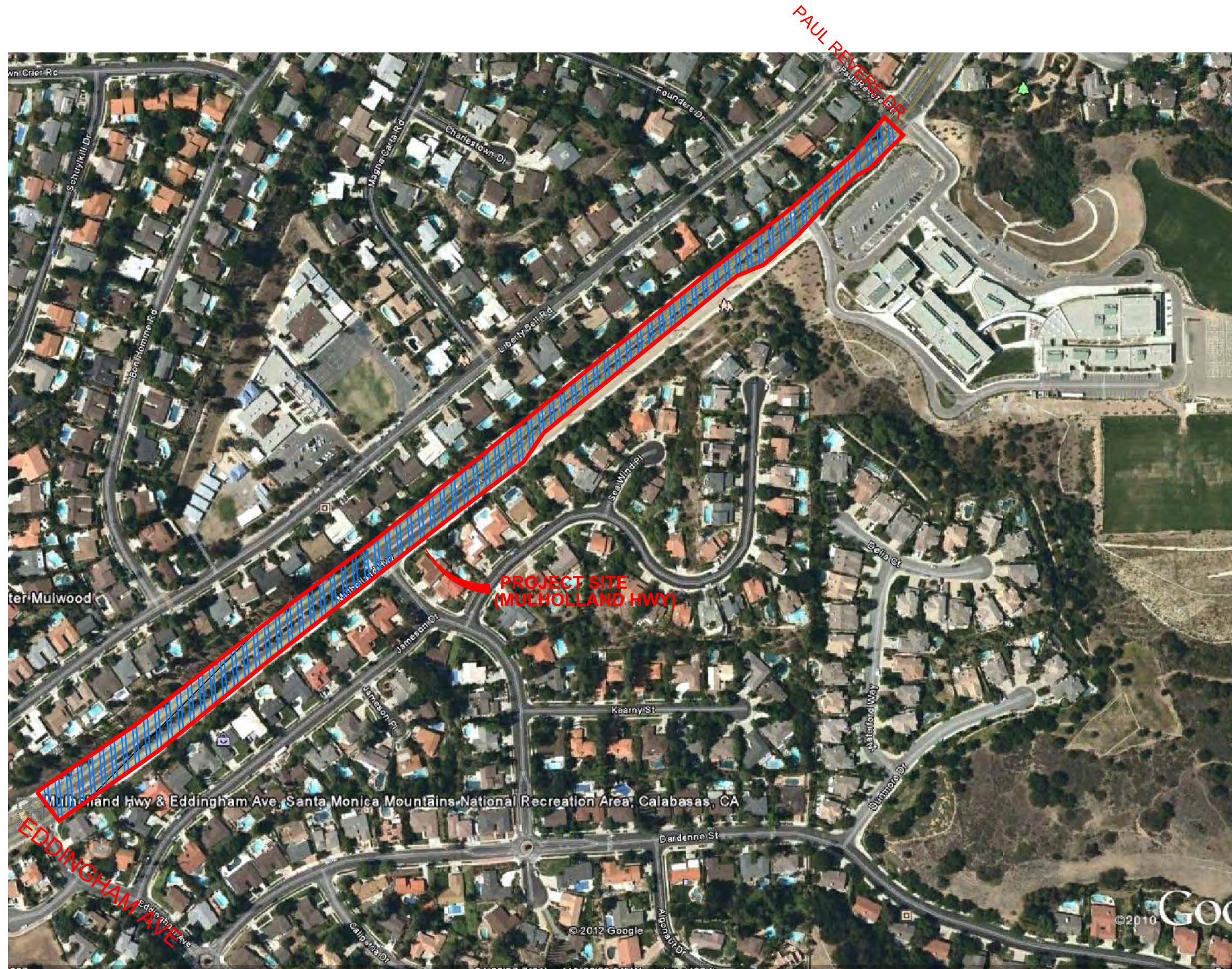


EXHIBIT B



CITY of CALABASAS
 PUBLIC WORKS DEPARTMENT
 100 CIVIC CENTER WAY
 CALABASAS, CA 91302
 PHONE: 818.224.1600
 FAX: 818.225.7338
 WWW.CITYOFCALABASAS.COM

MULHOLLAND HWY
 2012 OVERLAY

WORK AREA MAP

PREPARED FOR:
 CITY OF CALABASAS
 100 CIVIC CENTER WAY CALABASAS,
 CALIFORNIA 91302

DESIGNED BY: COC
 CHECKED BY:
 DRAWN BY:
 SCALE: N.T.S
 SHEET NO. 1 of 1

DRAWING NUMBER:

ARTICLES OF AGREEMENT

**MULHOLLAND HWY 2012 OVERLAY PROJECT,
SPECIFICATION No. 12-13-01, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

THIS MULHOLLAND HWY 2012 OVERLAY PROJECT, SPECIFICATION No. 12-13-01, AGREEMENT (“AGREEMENT”) is made and entered into for the above-stated project this 14th day of November, 2012, BY AND BETWEEN the City of Calabasas, a municipal corporation, hereafter designated as “AGENCY”, and ALL AMERICAN ASPHALT, a California Corporation, hereafter designated as “CONTRACTOR.”

WITNESSETH that AGENCY and CONTRACTOR have mutually agreed as follows:

ARTICLE I: CONTRACT DOCUMENTS

The contract documents for the Mulholland Hwy 2012 overlay Project, Specification No. 12-13-01, shall consist of the Notice Inviting Sealed Bids, Instructions To Bidders, Bid Proposal, Bid Schedule, Standard Specifications, Special Provisions, and all referenced specifications, details, standard drawings, and appendices; together with two signed copies of the AGREEMENT, two signed copies of required bonds; one copy of the insurance certificates, permits, notices, and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner (collectively referred to herein as the “Contract Documents”). All of the provisions of the Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II: SCOPE OF WORK

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

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

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

ARTICLE III: COMPENSATION

A. CONTRACTOR agrees to receive and accept the prices set forth in the Bid Proposal and Bid Schedule as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. In no event shall the total compensation and costs payable to CONTRACTOR under this Agreement exceed the sum of Five Hundred Thirty Six Thousand One Hundred Twenty Nine Dollars and Twenty Two Cents (\$259,440) unless specifically approved in advance and in writing by AGENCY.

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

B. This AGREEMENT is subject to the provisions of Article 1.7 (commencing at Section 20104.50) of Division 2, Part 3 of the Public Contract Code regarding prompt payment of contractors by local governments. Article 1.7 mandates certain procedures for the payment of undisputed and properly submitted payment requests within 30 days after receipt, for the review of payment requests, for notice to CONTRACTOR of improper payment requests, and provides for the payment of interest on progress payment requests which are not timely made in accordance with that Article. This AGREEMENT hereby incorporates the provisions of Article 1.7 as though fully set forth herein.

C. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with AGENCY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to CONTRACTOR upon Agency's confirmation of CONTRACTOR'S satisfactory completion of this AGREEMENT. At any time during the term of this AGREEMENT CONTRACTOR may, at its own expense, substitute securities for funds otherwise withheld as retention (or the retained percentage) in accordance with Public Contract Code § 22300.

ARTICLE IV: LABOR CODE

AGENCY and CONTRACTOR acknowledge that this AGREEMENT is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and public agencies and agree to be bound by all the provisions thereof as though set forth fully herein. Full compensation for conforming to the requirements of the Labor Code and with other Federal, State and local laws related to labor, and rules, regulations and ordinances which apply to any work performed pursuant to this AGREEMENT is included in the price for all contract items of work involved.

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

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

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

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

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

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

E. This AGREEMENT is subject to Public Contract Code Section 6109: CONTRACTOR shall be prohibited from performing work on this project with a subcontractor

who is ineligible to perform work on the project pursuant to Sections 1777.1 or 1777.7 of the Labor Code.

ARTICLE V: WORK SITE CONDITIONS

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

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

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

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

- (1) Material that CONTRACTOR believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with existing law.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by all available information provided prior to the deadline for submission of bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

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

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

ARTICLE VI: INSURANCE

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

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

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

ARTICLE VII: INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall, at its sole cost and expense, fully defend, indemnify and hold harmless AGENCY, its authorized representatives and their respective subsidiaries, affiliates, members, directors, officers, employees and agents (collectively, the "Indemnitees") from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including but not limited to any fees of accountants, attorneys or other professionals (collectively "Liabilities"), arising out of, in connection with, resulting from or related to, any act, omission, fault or negligence of CONTRACTOR, CONTRACTOR's Representative, or any of its officers, agents, employees, Subcontractors or Suppliers, or any person or organization directly or indirectly employed by any of them (Collectively, the "Indemnitors"), in connection with or relating to or claimed to be in connection with or relating to the work performed under this AGREEMENT.

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

ARTICLE VIII: BINDING EFFECT

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

ARTICLE IX: DISPUTE RESOLUTION

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

B. AGENCY shall have full authority to compromise or otherwise settle any claim relating to this AGREEMENT or any part hereof at any time. AGENCY shall provide timely notification to CONTRACTOR of the receipt of any third-party claim relating to this AGREEMENT. AGENCY shall be entitled to recover its reasonable costs incurred in providing the notification required by this section.

C. This AGREEMENT is further subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the Public Contract Code regarding the resolution of public works claims of less than \$375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by Contractor, for the response to such claims by the Agency, for a mandatory meet and confer conference upon the request of Contractor, for mandatory nonbinding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the parties' failure to resolve the dispute through mediation. This AGREEMENT hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

ARTICLE X: INDEPENDENT CONTRACTOR

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

ARTICLE XI: TAXES

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

ARTICLE XII: NOTICES

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

AGENCY: BARSIN BET GOVARGEZ	CONTRACTOR: ROBERT BRADLEY
CITY OF CALABASAS	ALL AMERICAN ASPHALT
100 Civic Center Way	400 E. Sixth St.
Calabasas, CA 91302-3172	Corona, CA 92879

ARTICLE XIII: ENTIRE AGREEMENT

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

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

ARTICLE XIV: AUTHORITY TO CONTRACT

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

ARTICLE XV: GENERAL PROVISIONS

A. All reports, documents or other written material (“written products” herein) developed by CONTRACTOR in the performance of this Agreement shall be and remain the property of AGENCY without restriction or limitation upon its use or dissemination by

AGENCY. CONTRACTOR may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONTRACTOR.

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

C. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph hereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

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

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

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this AGREEMENT to be executed in duplicate by setting hereunto their names, titles, hands, and seals this 14th day of November, 2012 .

CONTRACTOR:

ALL AMERICAN ASPHALT

Contractor's License No. 267073

Subscribed and sworn to this _____ day of _____, 20____.

NOTARY PUBLIC _____

(SEAL)

AGENCY:

Mary Sue Maurer, Mayor of the
City of Calabasas

Date

ATTESTED:

Maricela Hernandez, City Clerk of the
City of Calabasas

Date

APPROVED AS
TO FORM:

Michael G. Colantuono, City Attorney
of the City of Calabasas

Date

(EXECUTE IN DUPLICATE)

**PAYMENT BOND
MULHOLLAND HWY 2012 OVERLAY PROJECT,
SPECIFICATION No. 12-13-01, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

WHEREAS, the City of Calabasas, as AGENCY has awarded to ALL AMERICAN ASPHALT, as CONTRACTOR, a contract for the above-stated project;

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

NOW THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held and firmly bound unto AGENCY in the sum of *Two Hundred Fifty Nine Thousand Four Hundred Forty Dollars (\$259,440)* which is one hundred percent (100%) of the total contract amount for the above-stated project, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

Contractor*

All American Asphalt
400 E. Sixth Street
Corona, CA 92879
(951) 736-7600

Surety*

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

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

NOTARY PUBLIC.....

(SEAL)

(EXECUTE IN DUPLICATE)

**FAITHFUL PERFORMANCE BOND
MULHOLLAND HWY 2012 OVERLAY PROJECT,
SPECIFICATION No. 12-13-01, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS that C.A. Rasmussen, Inc., hereinafter referred to as "CONTRACTOR", and _____, a SURETY, a corporation duly organized and doing business under and by virtue of the laws of the State of California and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings as Surety, are held and firmly bound unto the CITY OF CALABASAS, CALIFORNIA, hereinafter referred to as the "AGENCY" in the sum of *Two Hundred Fifty Nine Thousand Four Hundred Forty Dollars (\$259,440)*; which is one hundred percent (100%) of the total contract amount for the above stated project; lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas CONTRACTOR has been awarded and is about to enter into a Contract with AGENCY to perform all work required pursuant to the contract documents for the project entitled: *Mulholland Hwy 2012 Overlay Project, SPECIFICATION No. 12-13-01 CONTRACT* which Contract is by this reference incorporated herein, and is required by AGENCY to give this Bond in connection with the execution of the Contract;

NOW, THEREFORE, if CONTRACTOR and his or her Subcontractors shall well and truly do and perform all the covenants and obligations of the Contract on his or her part to be done and performed at the times and in the manner specified herein including compliance with all Contract specifications and quality requirements, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any alterations in the work to be done, or in the material to be furnished, which may be made pursuant to the terms of the Contract, shall not in any way release CONTRACTOR or the Surety thereunder, nor shall any extensions of time granted under the provisions of the Contract release either CONTRACTOR or said Surety, and notice of such alterations of extensions of the Contract is hereby waived by said Surety.

In the event suit is brought upon this Bond by AGENCY and judgment is recovered, said Surety shall pay all costs incurred by AGENCY in such suit, including a reasonable attorney's fee to be fixed by the Court. IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__...

Contractor* _____	SURETY*.....
ALL American Asphalt
400 E. Sixth Street
Corona , CA 92879
(661) 367-9040

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

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

NOTARY PUBLIC..... (SEAL)

(EXECUTE IN DUPLICATE)

**MAINTENANCE BOND
MULHOLLAND HWY 2012 OVERLAY PROJECT,
SPECIFICATION No. 12-13-01, AGREEMENT
IN THE CITY OF CALABASAS, CALIFORNIA**

KNOW ALL PERSONS BY THESE PRESENTS THAT WHEREAS, the City of Calabasas, as AGENCY has awarded to C.A. Rasmussen, Inc., as CONTRACTOR, a contract for the above-stated project.

AND WHEREAS, CONTRACTOR is required to furnish a bond in connection with the contract guaranteeing maintenance thereof;

NOW, THEREFORE, we, the undersigned CONTRACTOR and SURETY, are held firmly bound unto AGENCY in the sum of *One Hundred Twenty Nine Thousand Seven Hundred Twenty Dollars (\$129,720)*, which is fifty percent (50%) of the total contract amount for the above-stated project to be paid to AGENCY, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if CONTRACTOR shall remedy without cost to AGENCY any defects which may develop during a period of one (1) year from the date of recordation of the Notice of Completion of the work performed under the contract, provided such defects are caused by defective or inferior materials or work, then this obligation shall be void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, SURETY will pay reasonable attorneys' fees to the AGENCY in an amount to be fixed by the court.

IN WITNESS WHEREOF the parties hereto have set their names, titles, hands, and seals this ____ day of _____, 20__.

Contractor*

All American Asphalt
400 E. Sixth Street
Corona, CA 92879
(951) 736-7600

SURETY*

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

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

NOTARY PUBLIC.....

(SEAL)


(EXECUTE IN DUPLICATE)



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 5, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: JEFF RUBIN, COMMUNITY SERVICES DIRECTOR 

SUBJECT: DISCUSSION ON POTENTIAL SITES FOR A SENIOR CENTER AND DIRECTION TO STAFF TO INITIATE CONCEPTUAL DESIGNS.

MEETING DATE: NOVEMBER 14, 2012

SUMMARY RECOMMENDATION:

It is recommended that the City Council discuss potential sites for a senior center and provide direction to staff to initiate conceptual designs.

BACKGROUND:

In the summer of 2011, a group of seniors approached the PRE Commission requesting additional programming for the active seniors of Calabasas. They had initial discussions with staff and although they appreciated that there were several senior classes and activities offered by the City, they wanted to formalize their position in the City and therefore formed Savvy Seniors, hoping to build their small group into a major force that would one day include a Senior Center to call their own.

Staff met with the small group, formed a committee and discussed ways to enhance senior programming in the City. Sixteen new programs were added for fall 2011 with additional classes/programs being added each season. For our current fall 2012 season, we have 74 programs being offered, with 1936 Savvy Seniors participating. The venues we currently use include the Founders Hall, De Anza Park, the Tennis & Swim Center and a few other locations. There are also several

well-attended day trips per month. Staff currently conducts meetings on a monthly basis with members of the senior population to discuss current program offerings and ideas for future programs.

Our Savvy Seniors feel it is important for the program to expand and a Center to be acquired / built for several reasons. It promotes dignity and self-esteem; fosters independence and self-determination, facilitates social interaction and involvement in community life and dispels stereotypical and negative myths about aging.

DISCUSSION/ANALYSIS:

The National Council on Aging (NCOA) and the National Institute of Senior Centers (NISC) define a senior center as a place where “older adults come together for services and activities that reflect their experience and skills, respond to their diverse needs and interests, enhance their dignity, support their independence, and encourage their involvement in and with the center and the community.” A growing body of research supports the idea that activities and services offered at senior centers promote physical and mental well-being, facilitate self-sufficiency, and ultimately enhance the quality of life of seniors. Every day, over one million older adults get connected at their local senior center and NISC is committed to supporting and strengthening the nation’s 11,000 senior centers.

In addition to promoting physical health, senior center activities can be linked to quality mental health. Numerous research articles, including a publication in The New England Journal of Medicine, report that social networking and participation in cognitively demanding leisure activities reduce seniors’ risk of developing depression, dementia, and Alzheimer’s disease while increasing their ability to defend against and recover faster from illness.

Senior center programs are designed to help the elderly live better by easing the physical, emotional, social, and financial challenges attributable to age and disability. As the nation’s elderly population continues to increase over the next 20-30 years, states will need to become increasingly aware of the demands of the aging population and supportive of programs like those offered at senior centers, which are designed to promote healthy, active senior lifestyles. Seniors who attend activities on a regular basis are shown to have better emotional health. Center’s offers an escape from lonely homes, lonely lives and isolation. Seniors who participate in center activities enjoy being around other seniors, sharing stories and participating in community activities. Senior Centers also allow seniors to develop a social network. They can make and meet new friends. The centers offer programs and services like crafts, bingo, fitness, dance classes, computer classes, art classes, Mah Jongg, photo classes, travel to theaters and museums, informational speakers, luncheons and much more.

According to the California Commission on Aging, it was found that senior centers are designated as community focal points that not only provide helpful resources to older adults, but serve the entire community with information on aging; support for family, caregivers, training professionals and students; and development of innovative approaches to aging issues. The California studies conclude that successful aging is more likely when individuals are actively engaged in life. Senior centers are one of the most accessible, friendly and inexpensive places that offer programs and services that promote active engagement and enjoyment of life by older adults.

Senior centers, because of their mission to promote healthy, independent lifestyles among the elderly, serve as ideal outlets for baby boomers. Not only do they help maintain or improve health and well-being, but they also offer a place for boomers to serve other seniors who might benefit from shared experiences. Centers are offering a variety of services and programs that are of interest to younger, more active seniors, and they also help fulfill baby boomers need to continue their contributions to society through volunteerism, teaching and facilitating important, health-promoting social services.

Staff has looked at several facilities as a potential home for a senior center in Calabasas. Following are some potential advantages and disadvantages of each location (The Calabasas Tennis & Swim Center and Creekside Park were ruled out due to the existing programs and the potential impact to those if a facility such as this were added):

1. Las Virgenes Farmhouse

Advantages	Disadvantages
Existing building	Two Story Residence
Senior Center/Community Garden	Small Building
Approx. one acre with Mountain Views	Much work required
	Not ADA
	Negotiations broke down

2. De Anza Park

Advantages	Disadvantages
Current Infrastructure	Parking
Stimulate the west end of Calabasas	High volume of tot and youth usage
Existing onsite staff	Not centrally located for senior activities
Less use during school days	Take away valuable park space

3. Gates Canyon Park

Advantages	Disadvantages
Ample space for construction	Not centrally located for senior activities
Quiet location	High volume of activities on non-school days - Brandon's Village
	Loss of open park space
	Parking

4. Civic Center Rear Parking Lot

Advantages	Disadvantages
Prime location with connectivity to Civic Center, Library and Commons	Loss of up to 26 parking spaces
Continue utilization of Founders Hall	Pad constraints due to existing parking lot design
All construction material to blend facility with Civic Center and Library is readily available	
Current familiarity of the facility by the Seniors	
Ample Parking	

Staff is prepared to move forward based upon Council's desire.

FISCAL IMPACT/SOURCE OF FUNDING:

\$25,000 to begin preliminary design concepts and development of a construction cost estimate. Fund 60 will be utilized for these expenditures.

REQUESTED ACTION:

It is requested that the City Council discuss potential sites for a senior center and provide direction to staff to initiate conceptual designs.

ATTACHMENTS:

None.



CITY of CALABASAS
CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 5, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: ROBIN PARKER, ADMINISTRATIVE SERVICES DIRECTOR *R. Parker*
DR. GARY LYSIK, CFO *Gary J. Lysik*

SUBJECT: UPDATE ON PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA)
AB 340

MEETING

DATE: NOVEMBER 14, 2012

An overview of the attached Power Point presentation will be provided at the City Council meeting.

**PUBLIC EMPLOYEES' PENSION REFORM ACT (PEPRA) UPDATE
AB 340**



CITY of CALABASAS

NOVEMBER 14, 2012

STATUS OF LEGISLATION

- AB 340 – PUBLIC EMPLOYEES’ PENSION REFORM ACT (PEPRA)
- PASSED BY THE CALIFORNIA LEGISLATURE ON AUGUST 31, 2012
- SIGNED BY THE GOVERNOR ON SEPTEMBER 12, 2012
- EFFECTIVE DATE – JANUARY 1, 2013



CITY PENSION PLAN

- CITY PARTICIPATES IN CALPERS
 - 93% OF CITIES ARE IN CALPERS
 - CITY DOES NOT PARTICIPATE IN SOCIAL SECURITY FOR FULL-TIME EMPLOYEES, BUT DOES PARTICIPATE IN MEDICARE

- CALPERS PLANS ARE “DEFINED BENEFIT” PLANS



RETIREMENT BENEFITS

- THREE FACTORS DETERMINE RETIREMENT BENEFIT
 - YEARS OF SERVICE
 - FINAL COMPENSATION (THREE YEAR AVERAGE)
 - RETIREMENT “FACTOR” AT AGE OF RETIREMENT (E.G. 2%, 2.7%, 3%)

- THE “FACTOR” AT AGE OF RETIREMENT DEPENDS ON WHICH RETIREMENT FORMULA EMPLOYER OFFERS (E.G. 2% AT 55)



MOST OF PEPRA'S PROVISIONS APPLY ONLY TO NEW MEMBERS OF CALPERS

- NEW MEMBER
 - NEWLY HIRED EMPLOYEES (JANUARY 1, 2013) WHO ARE NEW TO CALPERS AND RECIPROCAL PUBLIC RETIREMENT PLANS, OR RETURNING AFTER A BREAK OF SIX MONTHS PLUS



PEPRA'S MAJOR CHANGES

- CAP PENSIONABLE INCOME
- INCREASED RETIREMENT AGE/NEW FORMULAS
- NEW COST SHARING AUTHORITY
- PROHIBIT PENSION SPIKING/3-YEAR AVERAGE
- LIMITATIONS ON POST-RETIREMENT EMPLOYMENT
- FORFEIT PENSION BENEFITS UPON FELONY CONVICTION
- PROHIBITS THE PURCHASING OF AIRTIME
- PROHIBITS PENSION HOLIDAYS
- PROHIBITS RETROACTIVE BENEFIT INCREASES



CAP PENSIONABLE INCOME

- NEW MEMBER
 - ESTABLISHES A CAP ON THE AMOUNT OF COMPENSATION THAT CAN BE USED TO CALCULATE RETIREMENT BENEFIT
- PARTICIPATE IN SOCIAL SECURITY
 - WAGE INDEX LIMIT (\$110,100)
- NON-PARTICIPATION IN SOCIAL SECURITY
 - 120% OF LIMIT (\$132,120)



INCREASED RETIREMENT AGE & NEW FORMULAS

- NEW MEMBERS
 - INCREASED RETIRMENT AGES
 - NEW MEMBER FORMULA – 2% @ 62

- CURRENT CITY FORMULA (MISCELLANEOUS) - 2% @ 55



NEW COST SHARING PICKUP

- REQUIRES **NEW MEMBERS** TO PAY AT LEAST 50% OF NORMAL COST OF PENSION – $17.8\% \div 2 = 8.9\%$ (MINIMUM)
- AFTER JANUARY 1, 2018, **CITIES WITH COLLECTIVE BARGAINING AGREEMENTS MAY, BUT ARE NOT REQUIRED TO,** IMPOSE THE 50% COST SHARING REQUIREMENT UPON CURRENT EMPLOYEES, NOT TO EXCEED 8%
- PEPRA PROHIBITS A CITY FROM PAYING THE 50% CONTRIBUTION ON BEHALF OF NEW EMPLOYEES



PROHIBITS PENSION SPIKING/3-YEAR AVERAGE

- NEW MEMBERS
 - REQUIRES FINAL COMPENSATION BE CALCULATED ON THE HIGHEST AVERAGE ANNUAL COMPENSATION EARNED OVER A PERIOD OF AT LEAST THREE YEARS (KNOWN AS THE 3-YEAR AVERAGE)

- THE 3-YEAR AVERAGE IS THE CURRENT POLICY FOR CITY EMPLOYEES AND HAS BEEN SINCE INCORPORATION



LIMITATIONS ON POST-RETIREMENT EMPLOYMENT

- NEWLY RETIRED INDIVIDUALS ARE REQUIRED TO SIT OUT FOR AT LEAST 180 DAYS BEFORE RETURNING TO WORK FOR AN EMPLOYER IN THE SAME RETIREMENT SYSTEM THAT WHICH THEY RECEIVE A RETIREMENT ALLOWANCE
- APPLICABLE TO CURRENT AND NEW MEMBERS



FORFEIT PENSION BENEFITS UPON FELONY CONVICTION

- PUBLIC OFFICIALS AND EMPLOYEES FORFEIT PENSION BENEFITS IF THEY ARE CONVICTED OF A FELONY RELATED TO:
 - PERFORMANCE OF OFFICIAL DUTIES
 - SEEKING AN ELECTED OFFICE OR APPOINTMENT
 - IN CONNECTION WITH OBTAINING SALARY OR PENSION BENEFITS
 - COMMITTED AGAINST A CHILD WHO THE OFFICIAL/EMPLOYEE HAS CONTACT WITH AS PART OF THEIR OFFICIAL DUTIES

- APPLICABLE TO CURRENT AND NEW MEMBERS



PROHIBITS THE PURCHASING OF AIRTIME

- AIRTIME – NON QUALIFIED SERVICE CREDITS
- CALPERS MEMBERS TO PURCHASE UP TO FIVE YEARS OF SERVICE CREDIT FOR TIME THAT WAS NOT IN PERS SERVICE
- APPLICABLE TO CURRENT AND NEW MEMBERS



NO PENSION HOLIDAYS

- DOES NOT ALLOW EMPLOYERS TO SUSPEND EMPLOYER AND OR/EMPLOYEE CONTRIBUTIONS NECESSARY TO FUND ANNUAL PENSION NORMAL COSTS
- THE CITY HAS NEVER ENGAGED IN “PENSION HOLIDAYS”



PROHIBITS RETROACTIVE BENEFIT INCREASES

- REQUIRES THAT ANY RETIREMENT ENHANCEMENTS TO FORMULAS OR BENEFITS MUST OCCUR PROSPECTIVELY AND NOT RETROACTIVELY



AB 340 SUMMARY

	Current Employees		New Employees Hired After January 1, 2013
	Present	After AB 340	
Retirement Formula	2% @ 55	2% @ 55	2% @ 62
Cost Sharing	0%	0%	8.9%
Pensionable Income Cap	None	None	\$132,120
Pension Spiking	3 Year Average	3 Year Average	3 Year Average
Post Retirement Employment	Immediate	After 180 Days	After 180 Days
Benefits for Felons	Yes	New Rules Apply	New Rules Apply
Purchase of Airtime	Up to 5 Years	No	No
Pension Holidays	Allowed But Never Engaged	No	No





CITY of CALABASAS

CITY COUNCIL AGENDA REPORT

DATE: NOVEMBER 1, 2012

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: *TB* TOM BARTLETT, A.I.C.P., CITY PLANNER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS AMENDING THE 2030 GENERAL PLAN BY ELIMINATING MULTI-FAMILY RESIDENTIAL USES FROM THE DESCRIPTION FOR BUSINESS-RETAIL LAND USE, AND ADDING A DEFINITION OF CONVALESCENT CARE FACILITY TO THE GLOSSARY; AND INTRODUCTION OF AN ORDINANCE TO AMEND CHAPTER 17.11 OF THE CALABASAS MUNICIPAL CODE BY ELIMINATING MULTI-FAMILY RESIDENTIAL, RESIDENTIAL ACCESSORY USES, RESIDENTIAL CARE HOMES, AND SENIOR RESIDENTIAL HOUSING AS CONDITIONALLY PERMITTED USES IN THE COMMERCIAL RETAIL ZONING DISTRICT.

MEETING DATE: NOVEMBER 14, 2012

DATE:

SUMMARY RECOMMENDATION:

It is recommended that the City Council: 1) adopt Resolution No. 2012-1356 (Attachment A) amending the Calabasas 2030 General Plan by eliminating multi-family residential uses from the description for Business-Retail land uses, and adding to the glossary of terms a definition of "Residential Care Facility"; and, 2) introduce Ordinance No. 2012-302 (Attachment B) amending Chapter 17.11 of the Calabasas Municipal Code by eliminating multi-family residential, residential accessory uses, residential care homes, and senior residential housing as conditionally permitted uses in the Commercial Retail zoning district.

BACKGROUND:

In the several years following adoption of the City's new 2030 General Plan in December 2008, and adoption of the updated Development Code in 2010, staff has discovered that certain references to multi-family residential as a conditionally allowed use in certain commercial zones remains in the two documents despite clear direction from the City Council at the time to not allow residential uses in the commercial zones. In short, these remnant descriptions in the General Plan Land Use Element and notations in the Development Code are errors that should be corrected.

The previous edition of the City's General Plan identified multi-family residential uses as conditionally permitted uses in the "Business-Limited Intensity" land use district and the "Business-Retail" land use district. These policies were in place at a time when very few areas of the city were designated for mixed-use (commercial and residential). However, the updated 2030 General Plan took a much more focused approach to the integration of residential uses and commercial uses by designating a number of sites for commercial mixed-use, and placing these designated areas in close proximity to transit nodes and areas of commerce. Likewise, the new General Plan designated a number of new sites for multi-family residential use in close proximity to commercially zoned areas of the city. (See General Plan Land Use Map, Attachment C.) These changes to the Land Use Plan Map were intended to be accompanied by a complementary refinement of the narrative descriptions for the "Business-Retail" and Business-Limited Intensity" land uses so that they would be understood to be exclusively commercial. For unknown reasons it appears the former General Plan language was carried over without this update. The proposed amendments will correct the omissions.

Forty-three CR zoned parcels are potentially affected by this proposed revision, of which nine parcels totaling approximately ten acres are undeveloped. A copy of the City of Calabasas Zoning Map is attached (Attachment D).

On October 18, 2012 the Planning Commission conducted a public hearing to consider the proposed amendments, and following the hearing the commission voted unanimously to adopt a resolution in support of the proposed amendments (PC Resolution No. 2012-529 may be found at Attachment E),

DISCUSSION/ANALYSIS:

When conducting the General Plan workshops in October 2008 and subsequent public hearings in November and December that same year, the City Council was clear in directing staff to designate only a handful of sites for future multifamily housing at densities deemed adequate by the California Department of Housing and Community Development (HCD) to meet housing site inventory requirements

consistent with the City’s Regional Housing Needs Assessment (RHNA). The City Council wanted to set aside only the minimum amount of sites and acreage necessary to meet the state requirement, and did not favor having any additional commercial properties contribute to the future housing inventory requirement.

The Council also recognized the need to refocus future development policies to encourage a more compact urban form characterized by reduced auto travel demand, better responsiveness to mass transit and intermodal transit systems, and preservation of more open space lands. This resulted in a significant amount of commercial land at or near strategic community centers being rezoned to commercial mixed-use, and a limited number of sites being designated for multi-family residential.

Accordingly, the adopted 2030 General Plan included an inventory of sites for future housing development within the Housing Element. These sites were subsequently re-zoned to specifically allow for multi-family housing at densities determined by the California HCD to be sufficient to promote new housing creation at both moderate-income and lower-income affordability levels. The following table (Table V-5) was pulled directly from the Housing Element of the 2030 General Plan; it shows that the inventory of residentially zoned sites only (following the zoning map changes adopted in 2010) is more than sufficient to meet RHNA, and no future housing capacity associated with mixed-use sites were necessary to meet this requirement. Likewise, no reliance existed upon future housing on any commercially zoned sites.

Table V-5 Comparison of Regional Housing Growth Need (RHNA) And Residential Sites Potential Under Existing and Future Zoning				
Income Group	RHNA	Unit Potential under Existing Zoning & Projects	Unit Potential Under Rezoning	Total Unit Potential
Very Low & Low Income	223	84	140	224
Moderate Income	93	0	120	120
Above Moderate Income	205	503	0	503
Total	521	587	260	847

Because no commercial sites were relied upon to satisfy the City’s RHNA, the elimination of residential uses as an allowed use in commercial retail designated areas will not diminish the City’s ability to maintain a certified Housing Element.

Finally, it is critical to the long-term economic health of the City that the Commercial-Retail (CR) zoned lands be retained and zoned exclusively as

commercial use properties because residential development of remaining commercial land inventory would not generate adequate revenue to off-set service costs. Compared to residential uses, commercial development has the potential to generate greater revenue to the city through sales taxes and transitory occupancy taxes, in addition to property taxes. Furthermore, the remaining undeveloped commercially designated properties are in critically short supply (barely 10 acres remain) and cannot be replaced. It is therefore essential that residential development of commercially designated and zoned properties not be encouraged because these few properties cannot be replaced.

PROPOSED GENERAL PLAN AMENDMENTS

1. The first proposed amendment would remove two sentences or phrases from a portion of Table II-1 (on page II-11 of the 2030 General Plan). The sentence saying "Multiple-family residential uses are conditionally allowed" is to be removed entirely; and within the associated maximum land use intensity description, the indicated maximum density of 20 dwelling units per acre for multi-family residential is to be deleted. The proposed amendment is fully described in Resolution 2012-1356 (Attachment A).
2. The second proposed amendment would add the following term and definition to the Glossary of Terms (Appendix B to the 2030 General Plan):

Convalescent Care Facility. *An establishment primarily engaged in providing in-patient nursing and rehabilitative services, where the care is generally provided for an extended period of time to facilitate patients' recuperation from illness or injury, and where such services are provided by a core staff of registered and licensed medical professionals, including medical doctors, nurses, dieticians, physical therapists, psychiatrists and psychologists."*

PROPOSED DEVELOPMENT CODE AMENDMENT

The proposed amendment to the Development Code is to remove four residential uses from the list of allowed or conditionally allowed uses in the Commercial Retail (CR) zoning district. This would be accomplished by striking the letters "C" and "A" from the applicable cells in Table 2-2 on pages 236 and 237 of the Municipal Code (see Exhibit A to Ordinance No. 2012-302, found in Attachment B).

The residential uses to be removed as being allowed or conditionally allowed in the CR zones (in Table 2-2) are as follows:

- Apartments, Condominiums, Duplexes, and other Multi-family Dwellings
- Residential Accessory Uses and Structures
- Residential Care Homes, seven or more clients
- Senior Residential Projects

REQUIRED FINDINGS

The findings required in Section 17.76.050.A of the Calabasas Municipal Code for an amendment to the General Plan are as follows:

1. The proposed amendment is internally consistent with the General Plan;
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;
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); and
4. The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).

The above-referenced findings can be made in regard to the proposed General Plan amendment for the following reasons:

1. The amendment is internally consistent because no housing units anticipated in the Housing Element are affected by this amendment; also, the policy change will not require any companion amendments to policies or programs in any of the other General Plan elements. In fact, should any new residential project have been proposed for a commercially designated site (via a requested CUP), it is very likely that an EIR would have been required, and conflicts with the Circulation Element, Noise Element, or other elements of the General Plan may very well have been identified. The proposed addition of a new glossary term (“convalescent facility”) is necessary due to the lack of any specific definition in the General Plan, while the term is used in the Land Use Element on page II-11. Accordingly, the addition of this definition will actually enhance the General Plan’s internal consistency.

2. The amendment is not detrimental to the public interest, health, safety, convenience or welfare because the City is more than adequately supplied in terms of future housing needs, as evidenced by the HCD-certified Housing Element, which includes a surplus of available housing sites in regard to RHNA, and the mixed-use zoned areas offer still more longer-term future housing inventory or capacity. Also, the strict reservation of commercially designated lands for commercial development and use only will be a fiscally superior policy compared to the current policy, and this is clearly in the interest of protecting and maintaining the public welfare. Finally, considering that the affected properties are already commercially designated in the General Plan Land Use Element, this proposed amendment is clearly not introducing any new or additional safety risks to the public.
3. Because this proposed amendment relates to General Plan policies and is not a map amendment pertaining to a given site, this third finding does not actually apply. Nonetheless, it is worth mentioning that the affected properties are already designated in the General Plan Land Use Element for Commercial Business (CB) land use, and this proposed amendment merely reinforces the commercial land use designation. Furthermore, the affected properties are already zoned for commercial use. Accordingly, these properties have already been analyzed in the General Plan Environmental Impact Report and deemed to be satisfactory in regard to access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints.
4. The proposed amendment requires no review of potential environmental impacts under CEQA because the proposal is consistent with the previously adopted General Plan and the existing zoning. Per CEQA Guidelines Section 15183(a) any project which is “consistent with the development density established by existing zoning, community Plan, or general Plan policies for which an EIR was certified [*note: the 2030 General Plan EIR was certified in December 2008*], shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project.” Furthermore, per Section 15183(i) of the CEQA Guidelines, the provision of Section 15183(a) applies to any re-zoning where the density of development allowed will be the same or less than the density expressed in the General Plan for the affected parcel(s). Because this action will eliminate multi-family residential uses from the commercially zoned areas of the city (other than mixed-use zones), it is a potential reduction in density. (State-mandated density bonus standards must be applied to certain multi-family housing projects, potentially increasing densities beyond those planned; such density bonuses do not exist for commercial uses.)

The findings required in Section 17.76.050.B of the Calabasas Municipal Code for an amendment to the Development Code are as follows:

1. The proposed amendment is consistent with goals, policies, and actions of the General Plan;
2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the city;
3. The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).
4. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The above-referenced findings can be made in regard to the proposed Development Code amendment for the following reasons:

1. The proposed Development Code amendment is consistent with the goals, policies and actions of the General Plan because no housing units anticipated in the General Plan Housing Element are affected by this amendment. In fact, requiring that the properties be zoned exclusively for commercial use will conform to the corresponding land use policies in the General Plan (as will be amended, per the companion proposal). All the affected properties are already designated for commercial use on the General Plan Land Use Map, and they carry commercial zoning designations as well, per the City's official zoning map.
2. The proposed Development Code amendment will not be detrimental to the public interest, health, safety, convenience or welfare because the proposed elimination of residential uses as a conditionally allowed use of commercial retail zoned properties will not result in a diminishment of the City's required or planned future housing sites inventory. The City is more than adequately supplied in terms of future housing needs, as evidenced by the HCD-certified Housing Element, which includes a surplus of available housing sites in regard to RHNA (see Table V-5 in the General Plan Housing Element, and reproduced in this report on page 3). The mixed-use zoned areas in the City offer still more long-term future housing capacity. Also, the strict reservation of commercially designated lands for commercial development and use only will be the fiscally superior policy, which is clearly in the interest of public welfare. Finally, considering that the affected properties are already zoned for commercial use, this proposed amendment is clearly not introducing any new or additional safety risks to the public.

3. The proposed amendment requires no review of potential environmental impacts under CEQA because the proposal is consistent with the previously adopted General Plan and the existing zoning. Per CEQA Guidelines Section 15183(a) any project which is “consistent with the development density established by existing zoning, community Plan, or general Plan policies for which an EIR was certified [*note: the 2030 General Plan EIR was certified in December 2008*], shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project.” Furthermore, per Section 15183(i) of the CEQA Guidelines, the provision of Section 15183(a) applies to any re-zoning where the density of development allowed will be the same or less than the density expressed in the General Plan for the affected parcel(s). Because this action will eliminate multi-family residential uses from the commercial retail zoned areas of the city, it is a potential reduction in density. State-mandated density bonus standards that must be applied to certain multi-family housing projects, and potentially increasing densities beyond those planned, will no longer apply to CR zoned sites.
4. The proposed code amendment is internally consistent with other applicable provisions of the Development Code because it will eliminate four residential land uses from the list of permitted, conditionally permitted, or allowed uses for Commercial-Retail (CR) zoned properties. The amendment accomplishes this by striking the letters “P”, “C”, or “A” within the “CR” column at the point of alignment with the identified land uses found in the left-hand column of Table 2-2 (the Land Use Table) within Chapter 17.11. Following the amendment, the eliminated residential land uses will remain allowable in a number of other zones, as indicated in Table 2-2. Also, following the amendment, the CR zone will retain as approximately 125 other permitted, allowed, or conditionally allowed land uses per Table 2-2. Finally, the amendment will not affect any other chapter of the Development Code; nor does the amendment introduce any new terms requiring new or amended definitions within the Code.

ENVIRONMENTAL REVIEW

This project is exempt from CEQA, and no environmental review is required per the CEQA Guidelines, as previously detailed in this report. A Notice of Exemption has been prepared, and will be filed with the County Recorder (Attachment F).

FISCAL IMPACT/SOURCE OF FUNDING:

No immediate fiscal impacts will result from the requested actions. However, it is expected that sales tax generating land uses will be more readily accommodated on CR zoned properties in the future with the strengthening of the General Plan and Development Code as proposed. Accordingly, the City may ultimately benefit from greater sales tax revenue in the future.

REQUESTED ACTION:

It is recommended that the City Council: 1) adopt Resolution No. 2012-1356 (Attachment A) amending the Calabasas 2030 General Plan by eliminating multi-family residential uses from the description for Business-Retail land uses, and adding to the glossary of terms a definition of "Residential Care Facility"; and, 2) introduce Ordinance No. 2012-302 (Attachment B) amending Chapter 17.11 of the Calabasas Municipal Code by eliminating multi-family residential, residential accessory uses, residential care homes, and senior residential housing as conditionally permitted uses in the Commercial Retail zoning district.

ATTACHMENTS:

- A: Resolution No. 2012-1356
- B: Ordinance No. 2012-302
- C: PC Resolution No. 2012-529
- D: 2030 General Plan Land Use Map
- E: City of Calabasas Zoning Map
- F: Notice of Exemption from CEQA

RESOLUTION NO. 2012-1356

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALABASAS AMENDING THE 2030 GENERAL PLAN BY ELIMINATING MULTI-FAMILY RESIDENTIAL USES FROM THE DESCRIPTION FOR BUSINESS-RETAIL LAND USE, AND ADDING A DEFINITION OF 'CONVALESCENT CARE FACILITY' TO THE GLOSSARY OF TERMS

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 prepared by the Community Development Department.
2. Staff presentation at the public hearing held on November 14, 2012 before the City Council.
3. Planning Commission Resolution No. 2012-529 which was passed unanimously by the commission on October 18, 2012 following a public hearing, and which recommends approval of this General Plan amendment.
4. The City of Calabasas Land Use and Development Code, 2030 General Plan, and all other applicable regulations and codes.
5. Public comments, written and oral, received and/or submitted at or prior to the public hearing, supporting and/or opposing the project.
6. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based on the foregoing evidence, the City Council finds that:

1. Notice of the November 14, 2012 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 November 14, 2012 public hearing was published in the *Los Angeles Daily News* newspaper at least ten (10) days prior to the hearing date.
3. Notice of the November 14, 2012 public hearing was mailed to all owners of real property zoned Commercial-Retail (CR) and to all owners of real property located within 500 feet of properties zoned CR.
4. Notice of the November 14, 2012 public hearing included the notice requirements set forth in California Government Code Section 65009(b)(2).

Section 3. In view of all of the evidence and based on the foregoing findings, the City Council concludes as follows:

FINDINGS

In accordance with California and local laws, as stipulated in Sections 65354 through

65358 of the California Government Code, and Section 17.76.050(B) of the Calabasas Municipal Code, the City Council hereby approves the proposed amendment to the City's adopted General Plan, based upon the following findings:

1. The proposed amendment is consistent with the goals, policies, and actions of the General Plan;

The amendment is consistent with the goals, policies and actions of the General Plan because it maintains and strengthens the commercial retail designation for those properties identified on the General Plan land use map. The amendment is internally consistent because no future housing units anticipated in the Housing Element are affected. Also, the policy change will not require any companion amendments to policies or programs in any of the other General Plan elements. In fact, without this amendment, should any new residential project have been proposed for a commercially designated site (via a requested CUP), conflicts may very well have been identified with the Circulation Element, Noise Element, or other elements of the General Plan through project-level CEQA reviews; this amendment eliminates that possibility. Finally, the proposed addition of a new glossary term ("convalescent facility") is necessary due to the lack of any specific definition in the General Plan, even while the term is used in the Land Use Element on page II-11. Accordingly, the addition of this definition will enhance the internal consistency of the General Plan.

2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment is not detrimental to the public interest, health, safety, convenience or welfare because the City is more than adequately supplied in terms of future housing needs, as evidenced by the HCD-certified Housing Element, which includes a surplus of available housing sites in regard to RHNA. Also, the mixed-use zoned areas offer still more longer-term future housing inventory or capacity, particularly in areas proximate to other commercial zones. Furthermore, reservation of commercially designated lands strictly for commercial development will be a fiscally superior policy compared to the current policy, and this is clearly in the interest of protecting and maintaining the public welfare. Finally, considering that the affected properties are already designated in the General Plan Land Use Element for commercial uses, this proposed amendment is clearly not introducing any new or additional land use types or associated safety risks.

3. The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).

The proposed amendment requires no review of potential environmental impacts under CEQA because the proposal is consistent with the previously adopted General Plan and the existing zoning. Per CEQA Guidelines Section 15183(a) any project which is "consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified [note: the 2030 General Plan EIR was certified by the City Council in December 2008], shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project." Furthermore,

per Section 15183(i) of the CEQA Guidelines, the provision of Section 15183(a) applies to any re-zoning where the density of development allowed will be the same or less than the density expressed in the General Plan for the affected parcel(s). Because this action will eliminate multi-family residential uses from the commercially zoned areas of the city (other than mixed-use zones), it is effectively a reduction in potential density. (State-mandated density bonus standards must be applied to certain multi-family housing projects, potentially increasing densities beyond those planned; such density bonuses do not exist for commercial uses.) Finally, the proposed amendment is further exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3) as a project that has no potential to cause a significant effect on the environment. A Notice of Exemption has been prepared and will be filed reflecting these exemptions.

4. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The proposed amendment is internally consistent with other applicable provisions of the Development Code because it merely eliminates four land uses from the list of permitted, conditionally permitted, or allowed uses for Commercial-Retail (CR) zoned properties. The amendment accomplishes this by striking the letters "P", "C", or "A" within the "CR" column at the point of alignment with the identified land uses found in the left-hand column of Table 2-2 (the Land Use Table) within Chapter 17.11. Following the amendment, the eliminated land uses will remain allowable in a number of other zones, as indicated in Table 2-2. Also, following the amendment, the CR zone will retain as permitted, allowed or conditionally allowed uses roughly 125 other land uses per Table 2-2. Finally, the amendment will not affect any other chapter of the Development Code; nor does the amendment introduce any new terms requiring new or amended definitions within the Code.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the City Council hereby approves and adopts this resolution amending the 2030 General Plan to accomplish the following: eliminate multi-family residential uses from the description for the Business-Retail land use district; and add a definition of "convalescent facility" to the Glossary of Terms, as specifically set out in Exhibit A, attached hereto.

Section 5. All documents described in Section 1 of this resolution are deemed incorporated by reference, as set forth at length.

CITY COUNCIL RESOLUTION NO. 2012-1356 IS HEREBY PASSED, APPROVED AND ADOPTED this fourteenth (14th) day of November, 2012.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Scott Howard, Interim City Attorney

CITY OF CALABASAS
2030 GENERAL PLAN

II. LAND USE ELEMENT

Table II-1 General Plan Land Use Districts	
	<p><i>Basic Land Use Intensity: 2 du/ac, 0.2 FAR for visitor serving uses</i></p> <p><i>Maximum Land Use Intensity: 20 du/ac; 0.2 FAR for visitor-serving uses</i></p> <p><i>Anticipated Maximum Population Intensity: 46 persons/ac</i></p>
<p>R-MH Residential - Mobile Home</p>	<p>The R-MH designation accommodates mobile home parks.</p> <p><i>Basic Land Use Intensity: 2 du/ac</i></p> <p><i>Maximum Land Use Intensity: 8 du/ac</i></p> <p><i>Anticipated Maximum Population Intensity: 18.4 persons/ac</i></p>
<p>Urban-Business</p>	
<p>B-LI Business - Limited Intensity</p>	<p>The B-LI designation accommodates low intensity retail and commercial services on lands that, because of their unique locations, need special attention in order to maintain compatibility with adjacent uses or environmental features. Appropriate uses include limited retail and commercial services, restaurants, nurseries, convalescent facilities and professional offices.</p> <p><i>Basic Land Use Intensity: FAR of \leq 0.2</i></p> <p><i>Maximum Land Use Intensity: FAR of 0.2</i></p>
<p>B-R Business-Retail</p>	<p>The B-R designation accommodates general shopping and commercial services. Appropriate land uses include general retail, markets, commercial services, restaurants, automotive repair and service, hardware and home improvement, durable goods sales, commercial recreation, and automotive sales. Business offices, such as real estate offices, providing direct services to consumers may also be permitted within an overall retail setting. Multiple family residential uses are conditionally allowed.</p> <p><i>Basic Land Use Intensity: FAR of \leq 0.2</i></p> <p><i>Maximum Land Use Intensity: FAR of 0.4; 20 du/ac for</i></p>



II. LAND USE ELEMENT

Table II-1 General Plan Land Use Districts	
	multiple-family residential
B-PO Business-Professional Office	<p>The B-PO designation accommodates office uses. Appropriate land uses include business, professional, and medical offices, as well as ancillary service functions.</p> <p><i>Basic Land Use Intensity: FAR of ≤ 0.2</i> <i>Maximum Land Use Intensity: FAR of 0.5</i></p>
B-BP Business Park	<p>The B-BP designation accommodates office and light industrial uses. Business park uses should generate minimal truck traffic and should provide employment opportunities and a net positive income stream to the City. Warehousing and distribution are not appropriate primary uses within the B-BP designation.</p> <p><i>Basic Land Use Intensity: FAR of ≤ 0.2</i> <i>Maximum Land Use Intensity: FAR of 0.6</i></p>
B-OT Business-Old Town	<p>The B-OT designation defines the limits of Old Town Calabasas. It accommodates a variety of office, retail, and commercial services. All development within the B-OT designation is to be designed to preserve and enhance the area's historic character. Multiple family residential uses are conditionally allowed.</p> <p><i>Basic Land Use Intensity: FAR of ≤ 0.2</i> <i>Maximum Land Use Intensity: FAR of 1.0; 20 du/ac for multiple family residential</i></p>
Urban-Mixed Use	
MU 0.60 Mixed Use (Maximum FAR of 0.60)	<p>The MU 0.60 designation accommodates a broad range of office, retail, visitor-serving uses, and commercial services, as well as higher density residential uses. Institutional and entertainment uses may also be accommodated. This designation is intended to provide for innovative site design and the creation of relatively high intensity, pedestrian-oriented environments with an integrated mix of uses.</p>



ORDINANCE NO. 2012-302

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CALABASAS, CALIFORNIA, AMENDING CHAPTER 17.11 OF THE CALABASAS MUNICIPAL CODE BY ELIMINATING MULTI-FAMILY RESIDENTIAL AS A CONDITIONALLY ALLOWED USE IN THE COMMERCIAL RETAIL ZONING DISTRICT

WHEREAS, the City of Calabasas has adopted regulations governing commercial land uses pursuant to its police power to protect public health, safety, and welfare; specifically in Chapter 17.11 of the Calabasas Municipal Code; and,

WHEREAS, Chapter 17.11 of the Calabasas Municipal Code identifies permitted and conditionally permitted uses in all zoning districts, including the Commercial Retail zoning district; and,

WHEREAS, the supply of undeveloped land zoned for commercial retail use in the City is critically short and opportunities to add to the supply of Commercial Retail zoned land are severely limited; and,

WHEREAS, it is the intent of the City Council to preserve Commercial Retail zoned properties located in the City of Calabasas exclusively for commercial use; and,

WHEREAS, the City has set aside more than adequate land resources for future housing development on residentially zoned sites and mixed-use zoned sites, as documented in the Calabasas 2030 General Plan Housing Element, which was certified to be consistent with California housing laws by the California Department of Housing and Community Development; and,

WHEREAS, the elimination of residential land uses as conditionally permitted uses in Commercial Retail zoned areas of the city will not detrimentally affect the City's ability to provide for the future housing needs of the city; and,

WHEREAS, on October 18, 2012, the Planning Commission of the City of Calabasas held a duly noticed public hearing to consider the amendments to Chapter 17.11 of the Calabasas Municipal Code, received testimony from City staff, and all interested parties regarding the proposed Code amendments, and after such testimony and deliberation adopted Planning Commission Resolution No. 2012-529 recommending to the City Council adoption of Ordinance 2012-302; and,

WHEREAS, on November 14, 2012, the City Council of the City of Calabasas held a duly noticed public hearing to consider amendments to Chapter 17.11 of the Calabasas Municipal Code, received testimony from City staff and all interested parties regarding the proposed Code amendments, and considered reports and transcripts from the October 18, 2012 meeting of the Planning Commission;

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

Section 1. Code Amendment. Title 17, Chapter 17.11 of the Calabasas Municipal Code (Table 2-2, Land Use Table) is hereby amended as set forth in Exhibit A, attached.

Section 2. Severability. Should any section, clause, or provision of this Ordinance be declared by a court of competent jurisdiction 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, and to that end the provisions of this ordinance are severable.

Section 3. Effective Date. This Ordinance shall take effect 30 days after its adoption pursuant to California Government Code Section 36937.

Section 4. Certification. The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published or posted according to law.

PASSED, APPROVED AND ADOPTED this day of , 2012.

Mary Sue Maurer, Mayor

ATTEST:

Maricela Hernandez, City Clerk

APPROVED AS TO FORM:

Scott H. Howard, City Attorney

TABLE 2-2 - LAND USE TABLE																		
KEY: P=Permitted Use (See Chapter 17.62 for required permit), C=Conditionally Permitted (CUP required), A=Allowed as an Accessory Use, TUP=Temporary Use (TUP required)																		
LAND USE	ZONE																	See standards in section
	RS	RM	RMH	RR	RC	PD	HM	OS	OS-DR	PF	REC	CL	CR	CO	CMU	CB	CT	
AGRICULTURE																		
Agricultural uses for fuel modification				A			A	A										17.12.030 D.& E.
Equestrian Facilities				C	C		C	C			A							
Farm Animals				A			A/C	A/C										17.12.040
Hobby Farms				A/C			A/C	A/C										17.12.110
Kennels and animal boarding												C	C			C		17.12.1205
Plant Nurseries												C	C			C		
RESIDENTIAL																		
Apartments, Condominiums, Duplexes and other Multi-Family Dwellings		P				p							C		C		C	17.12.145
Community center, neighborhood	C	C	C		C	C					P				C			
Emergency Shelters												P						17.12.090
Home Occupations	A	A	A	A	A	A	A	A							A		A	17.12.115
Mobilehome parks																		17.12.135
Mobilehomes/manufactured housing (on a single lot)	P	P		P	P		P											17.12.140
Planned Development - Residential						C												
Residential accessory uses and structures	A	A	A	A	A	A	A	A					C		A			17.12.165
Residential care homes, six or fewer clients	P	P	P	P	P		P	P										
Residential care homes, seven or more clients		C											C		C		C(1)	
Rooming and boarding houses		C																

TABLE 2-2 - LAND USE TABLE																		
KEY: P=Permitted Use (See Chapter 17.62 for required permit), C=Conditionally Permitted (CUP required), A=Allowed as an Accessory Use, TUP=Temporary Use (TUP required)																		
LAND USE	ZONE																	See standards in section
	RS	RM	RMH	RR	RC	PD	HM	OS	OS-DR	PF	REC	CL	CR	CO	CMU	CB	CT	
Secondary housing units	P			P			P	P										17 12.170
Senior residential projects		P				P							C		C		C(1)	17 12.180
Single-family housing	P	P		P	P	P	P	P			P							
Transitional/Supportive housing	P (2)	P(2)																
INSTITUTIONAL																		
Educational																		
Schools K-12:																		
- Private	C	C								C			C					
- Public	C	C		C	C					C			C					
Schools, Universities/Colleges:																		
- Private										C			C	C	C	C		
- Public										C			C	C	C	C		
Schools, Vocational/Trade																		
										C			C	C	C	C		
Medical Services																		
Veterinarian Clinic and animal hospital												C	C	C	C	C		17 12.230
Assisted Living/Congregate Care Facility		C										C	C	C	C		C	
Convalescent Care Facility (with continuous skilled nursing care)												C	C	C	C	C		
Hospital													C					
Medical Office/ Clinic/Lab						P						C	P	P	P			17 12.155
Pharmacies and Drug Stores						C							C	C		C		
Pharmacies as accessory use						A						A	A	A	A	A		

PLANNING COMMISSION

RESOLUTION NO. 2012-529

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CALABASAS RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A RESOLUTION TO AMEND THE 2030 GENERAL PLAN BY ELIMINATING MULTI-FAMILY RESIDENTIAL USES FROM THE DESCRIPTION FOR BUSINESS-RETAIL LAND USE, AND ADDING A DEFINITION OF CONVALESCENT CARE FACILITY TO THE GLOSSARY; AND RECOMMENDING TO THE CITY COUNCIL ADOPTION OF AN ORDINANCE TO AMEND CHAPTER 17.11 OF THE CALABASAS MUNICIPAL CODE ELIMINATING MULTI-FAMILY RESIDENTIAL, RESIDENTIAL ACCESSORY USES, RESIDENTIAL CARE HOMES, AND SENIOR RESIDENTIAL HOUSING, AS A CONDITIONALLY PERMITTED USES IN THE COMMERCIAL RETAIL ZONING DISTRICT

Section 1. The Planning Commission has considered all of the evidence submitted into the administrative record, which includes but is not limited to:

1. Agenda reports prepared by the Community Development Department.
2. Staff presentation at the public hearing held on October 18, 2012 before the Planning Commission.
3. The City of Calabasas Land Use and Development Code, 2030 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 project.
5. All related documents received and/or submitted at or prior to the public hearing.

Section 2. Based on the foregoing evidence, the Planning Commission finds that:

1. Notice of the October 18, 2012 Planning Commission 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 18, 2012 Planning Commission public hearing was published in the *Los Angeles Daily News* newspaper at least ten (10) days prior to the hearing date.

3. Notice of the October 18, 2012 Planning Commission public hearing was mailed to all owners of real property zoned Commercial-Retail (CR) and to all owners of real property located within 500 feet of properties zoned CR.
4. Notice of the October 18, 2012 Planning Commission public hearing included the notice requirements set forth in California Government Code Section 65009(b)(2).

Section 3. In view of all of the evidence and based on the foregoing findings, the Planning Commission concludes as follows:

FINDINGS

Section 17.76.050(B) Calabasas Municipal Code stipulates that prior to consideration by the City Council of a proposed amendment to the Development Code, the Planning Commission shall conduct a public hearing and recommend to the City Council whether to approve the proposed 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 amendment is consistent with the goals, policies and actions of the General Plan because it maintains and strengthens the commercial retail designation for those properties identified on the General Plan land use map. The amendment is internally consistent because no future housing units anticipated in the Housing Element are affected. Also, the policy change will not require any companion amendments to policies or programs in any of the other General Plan elements. In fact, without this amendment, should any new residential project have been proposed for a commercially designated site (via a requested CUP), conflicts may very well have been identified with the Circulation Element, Noise Element, or other elements of the General Plan through project-level CEQA reviews; this amendment eliminates that possibility. Finally, the proposed addition of a new glossary term ("convalescent facility") is necessary due to the lack of any specific definition in the General Plan, even while the term is used in the Land Use Element on page II-11. Accordingly, the addition of this definition will enhance the internal consistency of the General Plan.

2. The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City;

The amendment is not detrimental to the public interest, health, safety, convenience or welfare because the City is more than adequately supplied in terms of future housing needs, as evidenced by the HCD-certified Housing Element, which includes a surplus of available housing sites in regard to RHNA. Also, the mixed-use zoned areas offer still more longer-term future housing inventory or capacity, particularly in areas proximate to other commercial zones. Furthermore, reservation of commercially designated lands strictly for commercial development will be a fiscally superior policy compared to the current policy, and this is clearly in the interest of protecting and maintaining the public welfare. Finally, considering that the affected properties are already designated in the General Plan Land Use Element for commercial uses, this proposed amendment is clearly not introducing any new or additional land use types or associated safety risks.

3. The proposed amendment is in compliance with the provisions of the California Environmental Quality Act (CEQA).

The proposed amendment requires no review of potential environmental impacts under CEQA because the proposal is consistent with the previously adopted General Plan and the existing zoning. Per CEQA Guidelines Section 15183(a) any project which is "consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified [note: the 2030 General Plan EIR was certified by the City Council in December 2008], shall not require additional environmental review, except as may be necessary to examine whether there are project-specific significant effects which are peculiar to the project." Furthermore, per Section 15183(i) of the CEQA Guidelines, the provision of Section 15183(a) applies to any re-zoning where the density of development allowed will be the same or less than the density expressed in the General Plan for the affected parcel(s). Because this action will eliminate multi-family residential uses from the commercially zoned areas of the city (other than mixed-use zones), it is effectively a reduction in potential density. (State-mandated density bonus standards must be applied to certain multi-family housing projects, potentially increasing densities beyond those planned; such density bonuses do not exist for commercial uses.) Finally, the proposed amendment is further exempt from CEQA pursuant to State CEQA Guidelines section 15061(b)(3) as a project that has no potential to cause a significant effect on the environment. A Notice of Exemption has been prepared and will be filed reflecting these exemptions.

4. The proposed amendment is internally consistent with other applicable provisions of the Development Code.

The proposed amendment is internally consistent with other applicable provisions of the Development Code because it merely eliminates four land uses from the list of permitted, conditionally permitted, or allowed uses for Commercial-Retail (CR) zoned properties. The amendment accomplishes this by striking the letters "P", "C", or "A" within the "CR" column at the point of alignment with the identified land uses found in the left-hand column of Table 2-2 (the Land Use Table) within Chapter 17.11. Following the amendment, the eliminated land uses will remain allowable in a number of other zones, as indicated in Table 2-2. Also, following the amendment, the CR zone will retain as permitted, allowed or conditionally allowed uses roughly 125 other land uses per Table 2-2. Finally, the amendment will not affect any other chapter of the Development Code; nor does the amendment introduce any new terms requiring new or amended definitions within the Code.

Section 4. In view of all of the evidence and based on the foregoing findings and conclusions, the Planning Commission hereby recommends to the City Council the following actions: 1) adoption of a resolution amending the 2030 General Plan (an amendment to the Land Use Element to eliminate multi-family residential uses from the description for the Business-Retail land use district, and adding a definition of

"convalescent facility" to the Glossary); and 2) adoption of an ordinance to amend Chapter 17.11 of Title 17 of the Calabasas Municipal Code by removing the following residential land uses as conditionally permitted or allowed uses in the Commercial Retail zoning district (Table 2-2): a) "Apartments, Condominiums, Duplexes and other Multi-family Dwellings"; b) "Residential Accessory Uses and Structures"; c) "Residential Care Homes, Seven or More Clients"; and, d) "Senior Residential Projects".


Section 5. All documents described in Section 1 of this resolution are deemed incorporated by reference, as set forth at length.

PLANNING COMMISSION RESOLUTION NO. 2012-529 IS HEREBY PASSED, APPROVED AND ADOPTED this eighteenth (18th) day of October, 2012.




John Mueller, Interim Vice Chair

ATTEST:



Thomas M. Bartlett, AICP
City Planner

APPROVED AS TO FORM:



Matthew Summers, Assistant City Attorney

Planning Commission Resolution No. 2012-529, was adopted by the Planning Commission at a regular meeting held October 18, 2012, and that it was adopted by the following vote:

AYES: Commissioners Brown, Sikand, Mueller & Lia

NOES: None

ABSENT: Chair Shumacher

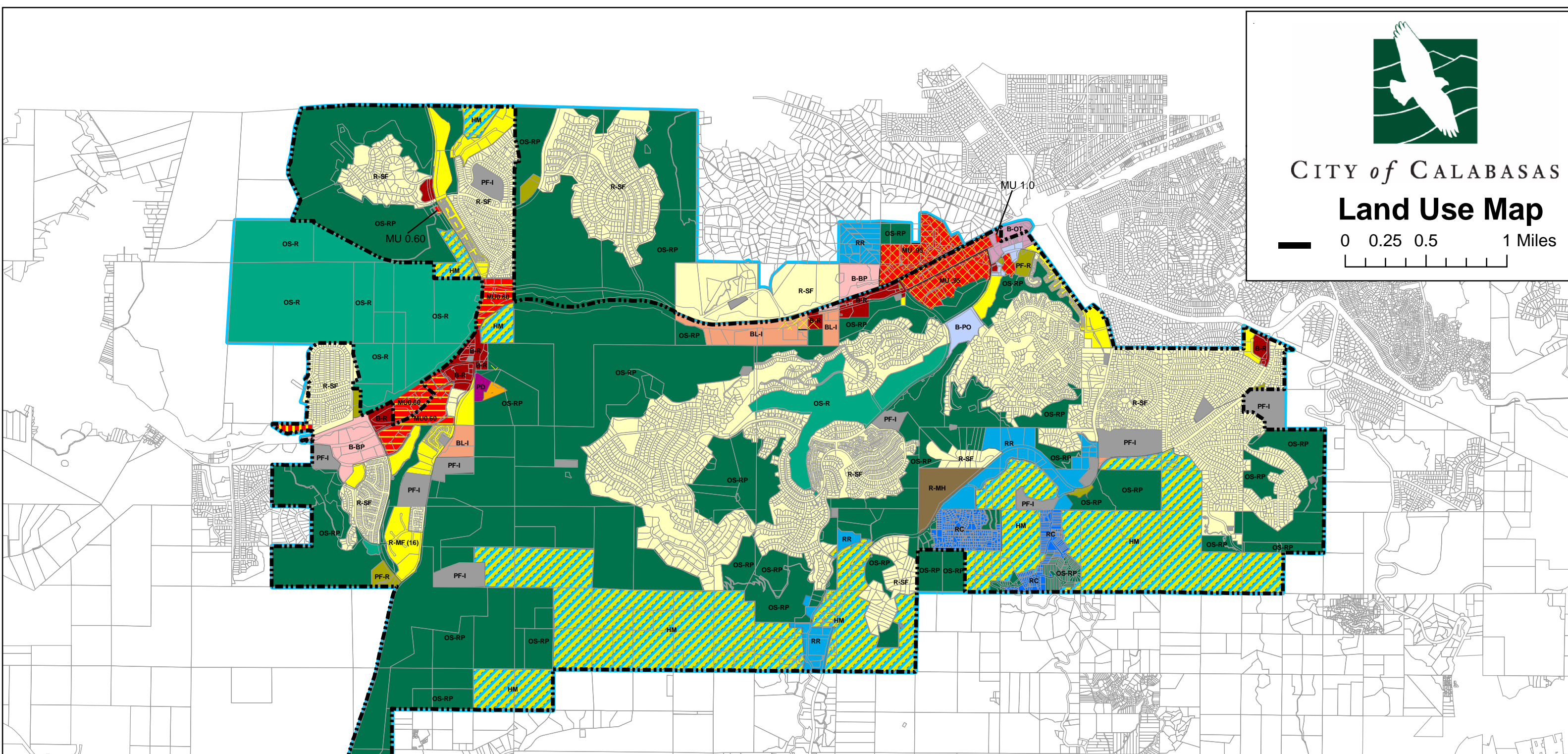
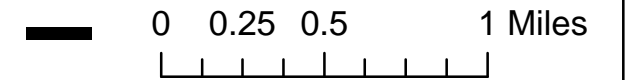
"The Secretary of the Planning Commission shall certify the adoption of this Resolution, and transmit copies of this Resolution to the applicant along with proof of mailing in the form required by law and enter a copy of this Resolution

in the book of Resolutions of the Planning Commission. Section 1094.6 of the Civil Code of Procedure governs the time in which judicial review of this decision may be sought."



CITY of CALABASAS

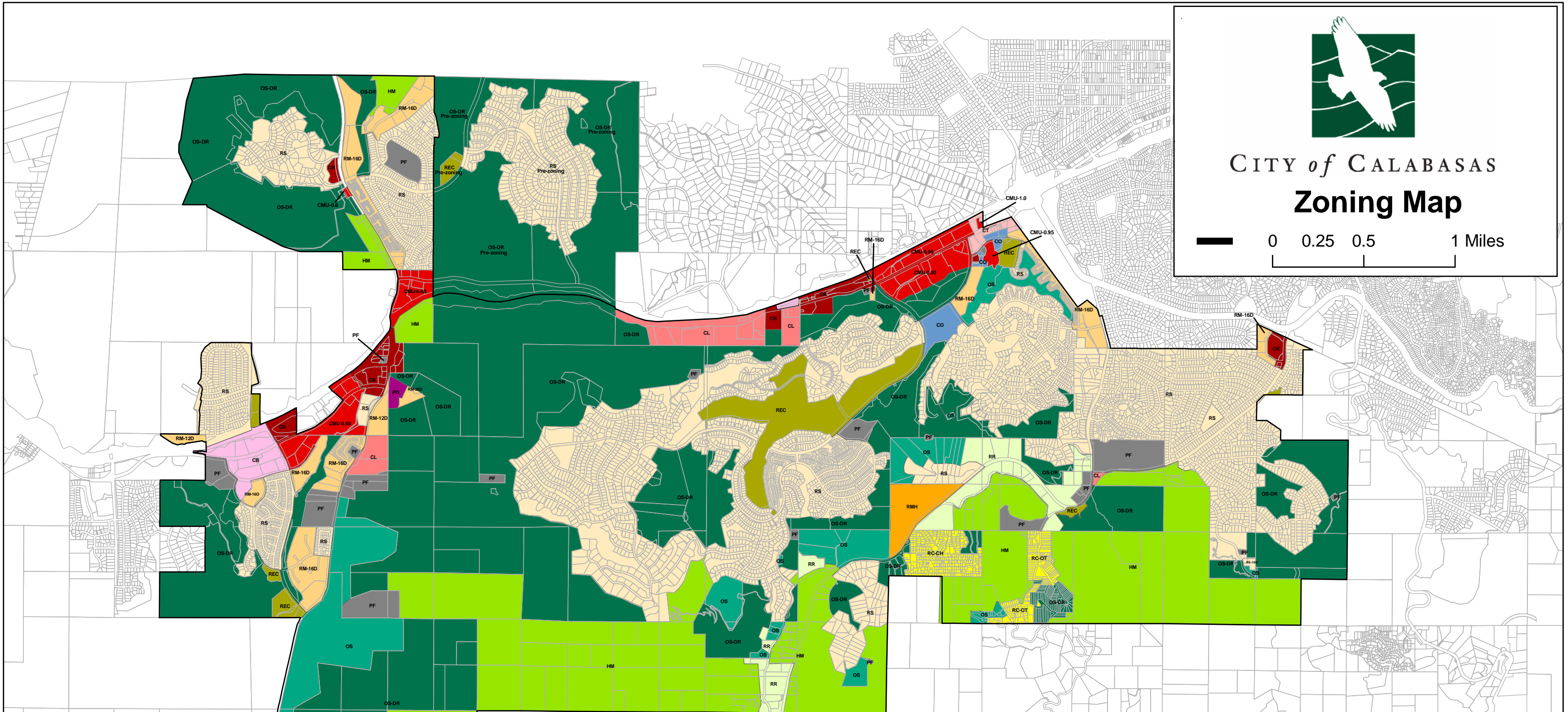
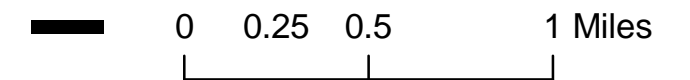
Land Use Map



Calabasas City Boundary	R-MH Residential- Mobile Home	MU 0.95 Mixed Use 0.95	HM Hillside Mountainous
Plan Area Boundary	B-OT Business- Old Town	MU 0.6 Mixed Use 0.60	OS-R Open Space- Recreational
R-SF Residential- Single Family	B-PO Business- Professional Office	PD Planned Development	OS-RP Open Space- Resource Protected
R-MF(12) Residential- Multiple Family (12)	B-R Business- Retail	PF-R Public Facilities- Recreational	Labels
R-MF(16) Residential- Multiple Family (16)	B-BP Business- Business Park	PF-I Public Facilities- Institutional	On December 10, 2008, City Council adopted Resolution 2008-119 approving this land use map.
R-MF(20) Residential- Multiple Family (20)	B-LI Business- Limited Intensity	RR Rural Residential	Updates: Mont Calabasas Annexation 8-11-11 Resolution No. 2012-1326, 5-9-12
	MU 1.0 Mixed Use 1.0	RC Rural Community	Map printed on July 30, 2012.



CITY of CALABASAS Zoning Map



Residential Zones	Commercial Zones	Special Purpose Zones	Overlay Zones
PD Planned Development	CB Commercial, Business Park	HM Hillside/Mountainous	-CH Calabasas Highlands
RS Residential, Single-Family	CL Commercial, Limited	OS Open Space	-OT Old Topanga
RM Residential, Multi-Family ^a	CMU Commercial, Mixed Use ^b	REC Recreation	DP Development Plan
RMH Residential, Mobile Home	CO Commercial, Office	PF Public Facility	
RC Rural Community	CR Commercial, Retail	OS-DR Open Space - Development Restricted	
RR Rural Residential	CT Commercial, Old Town		

^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.



CITY of CALABASAS

Community Development Department
 Planning Division
 100 Civic Center Way
 Calabasas, CA 91302
 T: 818.224.1600

www.cityofcalabasas.com

Notice of Exemption

To: 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.: General Plan Amendment and Development Code Amendment (File No. 120000451)

Project Location: City-wide, in the City of Calabasas, County of Los Angeles.

Project Description: Amendments to the 2030 General Plan and the Development Code to eliminate Multi-family residential uses from the list of conditionally permitted uses in Commercial Retail (CR) zones

Name of approving public agency: City of Calabasas, Planning Commission and City Council

Project Sponsor: City of Calabasas Community Development Department, 100 Civic Center Way, 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))

Categorical Exemption – Section(s) _____


Statutory Exemption - Section(s) _____

Other: CEQA Guidelines #s15061(b)(3) & 15183(a)

Reason(s) why Project is exempt: The proposal is consistent with the General Plan and existing zoning (Sec. # 15183(a)) because it effectively re-zones CR zoned sites such that density of development allowed will be the same or less than the density expressed in the General Plan; also, under 15061(b)(3), it can be seen with certainty that there will not be any significant effect on the environment.

Lead Agency/Contact Person: Tom Bartlett, City Planner, City of Calabasas Planning Division, 100 Civic Center Way, Calabasas, CA 91302. 818-224-1703

Date: Oct. 18, 2012

Signature: 
 Thomas M. Bartlett, AICP

Title: City Planner

Phone: 818-224-1703

Date received for filing and posting: _____



Check Register Report

Bank: BANK OF AMERICA - OPERATING
 Reporting Period: 10/16/2012 to 10/30/2012

Date: 11/5/2012
 Time: 9:30:08AM
 Page 1 of 17

Check No.	Check Date	Vendor Name	Check Description	Amount	Department
Administrative Services					
82228	10/30/2012	FIGUEROA/ LOURDES//	REIMBURSE EDUC EXPS- FALL 12	2,602.78	Administrative Services
82205	10/30/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	852.00	Administrative Services
82140	10/16/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	117.34	Administrative Services
82147	10/22/2012	US BANK	VISA- ZAGG	108.74	Administrative Services
82099	10/16/2012	CYBERCOPY	COPY/PRINTING SERVICE	76.44	Administrative Services
82147	10/22/2012	US BANK	VISA- STAPLES	57.63	Administrative Services
82147	10/22/2012	US BANK	VISA- OFFICE MAX	56.30	Administrative Services
82173	10/24/2012	KURTZ D.O./ALLAN//	PRE-EMPLOYMENT PHYSICALS	45.00	Administrative Services
82147	10/22/2012	US BANK	VISA- RITE AID	11.83	Administrative Services
82147	10/22/2012	US BANK	VISA- OFFICE DEPOT	11.46	Administrative Services
82147	10/22/2012	US BANK	VISA- APPLE STORE	4.99	Administrative Services
Total Amount for 11 Line Item(s) from Administrative Services				\$3,944.51	
Boards and Commissions					
82147	10/22/2012	US BANK	VISA- RALPHS	34.84	Boards and Commissions
Total Amount for 1 Line Item(s) from Boards and Commissions				\$34.84	
City Attorney					
82162	10/24/2012	COLANTUONO, LEVIN PC	GENERAL SERVICES	12,250.00	City Attorney
82162	10/24/2012	COLANTUONO, LEVIN PC	MISC SPECIAL COUNSEL PROJECTS	1,645.00	City Attorney
82162	10/24/2012	COLANTUONO, LEVIN PC	COUNTRY INN TOT	1,090.00	City Attorney
82162	10/24/2012	COLANTUONO, LEVIN PC	LABOR & EMPLOYMENT MATTERS	1,057.50	City Attorney
82231	10/30/2012	HOPKINS & CARLEY	LEGAL SERVICES	280.00	City Attorney
82162	10/24/2012	COLANTUONO, LEVIN PC	LAFCO MATTERS	175.00	City Attorney
82162	10/24/2012	COLANTUONO, LEVIN PC	2008 NOV RE COLIFORM	153.26	City Attorney
82162	10/24/2012	COLANTUONO, LEVIN PC	ASSESSMENTS & PROP 218	40.71	City Attorney
Total Amount for 8 Line Item(s) from City Attorney				\$16,691.47	
City Council					
82147	10/22/2012	US BANK	VISA- CCCA	415.00	City Council
82147	10/22/2012	US BANK	VISA- LA COSTA RESORT	390.00	City Council
82147	10/22/2012	US BANK	VISA- SMART & FINAL	316.09	City Council
82147	10/22/2012	US BANK	VISA- GREAT INDIA CAFE	249.50	City Council



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82147	10/22/2012	US BANK	VISA- CALABASAS SELF STORAGE	184.00	City Council
82087	10/16/2012	BOZAJIAN/JAMES R.//	REIMB TRAVEL EXP- CCCA 2012	160.74	City Council
82147	10/22/2012	US BANK	VISA- ZAGG	108.74	City Council
82139	10/16/2012	VERIZON WIRELESS	TELEPHONE SUPPLIES	74.77	City Council
82147	10/22/2012	US BANK	VISA- STARBUCKS	70.40	City Council
82147	10/22/2012	US BANK	VISA- TARGET	64.56	City Council
82219	10/30/2012	CALABASAS CHAMBER OF COMMERCE	VICA LUNCHEON	50.00	City Council
82219	10/30/2012	CALABASAS CHAMBER OF COMMERCE	VICA LUNCHEON	50.00	City Council
82094	10/16/2012	CHS FOOTBALL	SILENT AUCTION	40.00	City Council
82147	10/22/2012	US BANK	VISA- PARTY CITY	30.37	City Council
82091	10/16/2012	CALABASAS CHAMBER OF COMMERCE	CHAMBER BREAKFAST	20.00	City Council
82147	10/22/2012	US BANK	VISA- CORNER BAKERY	19.99	City Council
82147	10/22/2012	US BANK	VISA- APPLE STORE	0.99	City Council
Total Amount for 17 Line Item(s) from City Council				\$2,245.15	

City Management

82147	10/22/2012	US BANK	VISA- EXECUTIVE EVENTS	350.00	City Management
82140	10/16/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	149.07	City Management
82147	10/22/2012	US BANK	VISA- TOSCANOVA	55.85	City Management
82147	10/22/2012	US BANK	VISA- APPLE STORE	17.04	City Management
Total Amount for 4 Line Item(s) from City Management				\$571.96	

Civic Center O&M

82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,905.56	Civic Center O&M
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	6,374.37	Civic Center O&M
82126	10/16/2012	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,969.30	Civic Center O&M
82126	10/16/2012	PRIDE INDUSTRIES	CUSTODIAL SERVICES	1,950.86	Civic Center O&M
82142	10/16/2012	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	850.16	Civic Center O&M
82208	10/30/2012	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
82208	10/30/2012	AMTECH ELEVATOR SERVICES	ELEVATOR SERVICES	630.76	Civic Center O&M
82100	10/16/2012	DALE HOFFER ELECTRIC	ELECTRICAL REPAIRS	616.35	Civic Center O&M
82100	10/16/2012	DALE HOFFER ELECTRIC	ELECTRICAL REPAIRS	616.35	Civic Center O&M
82223	10/30/2012	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
82223	10/30/2012	CIRCULATING AIR, INC.	HVAC MAINTENANCE	558.50	Civic Center O&M
82142	10/16/2012	WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	496.49	Civic Center O&M



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82200	10/24/2012	WOODS MAINTENANCE SERVICES	MAINTENANCE SERVICES	425.00	Civic Center O&M
82200	10/24/2012	WOODS MAINTENANCE SERVICES	MAINTENANCE SERVICES	425.00	Civic Center O&M
82147	10/22/2012	US BANK	VISA- ALLSALE ELECTRIC	384.98	Civic Center O&M
82133	10/16/2012	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	276.62	Civic Center O&M
82133	10/16/2012	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	255.34	Civic Center O&M
82147	10/22/2012	US BANK	VISA- BRIAN PASTER PLUMBING	118.00	Civic Center O&M
82107	10/16/2012	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	74.12	Civic Center O&M
82107	10/16/2012	G & F LIGHTING SUPPLY CO.	LIGHTING SUPPLIES	74.12	Civic Center O&M
82147	10/22/2012	US BANK	VISA- HOME DEPOT	51.45	Civic Center O&M
82147	10/22/2012	US BANK	VISA- HOME DEPOT	51.45	Civic Center O&M
82147	10/22/2012	US BANK	VISA- LOWES	37.60	Civic Center O&M
82147	10/22/2012	US BANK	VISA- LOWES	37.60	Civic Center O&M
82147	10/22/2012	US BANK	VISA- DO IT CENTER	13.59	Civic Center O&M
82147	10/22/2012	US BANK	VISA- DO IT CENTER	13.58	Civic Center O&M
82147	10/22/2012	US BANK	VISA- RALPHS	10.60	Civic Center O&M
Total Amount for 27 Line Item(s) from Civic Center O&M				\$24,407.01	

Community Development

82226	10/30/2012	ENVICOM CORPORATION	ENVIRONMENTAL CONSULTING	8,767.40	Community Development
82101	10/16/2012	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	5,474.51	Community Development
82157	10/24/2012	CALABASAS CREST LTD	R.A.P.- NOV 2012	5,460.00	Community Development
82101	10/16/2012	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	4,449.30	Community Development
82227	10/30/2012	ENVIRONMENTAL SCIENCE	OAK TREE CONSULTING	640.00	Community Development
82235	10/30/2012	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	500.00	Community Development
82235	10/30/2012	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	500.00	Community Development
82115	10/16/2012	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	400.00	Community Development
82235	10/30/2012	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	400.00	Community Development
82235	10/30/2012	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	350.00	Community Development
82227	10/30/2012	ENVIRONMENTAL SCIENCE	CODE ENFORCEMENTCONSULTING	325.53	Community Development
82150	10/24/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
82150	10/24/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	192.00	Community Development
82163	10/24/2012	CROSBY/ GEORGE//	R.A.P.- NOV 2012	186.00	Community Development
82166	10/24/2012	FLEYSHMAN/ALBERT//	R.A.P.- NOV 2012	186.00	Community Development
82179	10/24/2012	MEDVETSKY/LINA//	R.A.P.- NOV 2012	186.00	Community Development
82170	10/24/2012	HENDERSON/LYN//	R.A.P.- NOV 2012	186.00	Community Development
82182	10/24/2012	NARANJO/ IVAN//	R.A.P.- NOV 2012	186.00	Community Development



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82188	10/24/2012	SHAHIR/RAHIM//	R.A.P.- NOV 2012	186.00	Community Development
82189	10/24/2012	SHEAR/SUSAN M//	R.A.P.- NOV 2012	186.00	Community Development
82180	10/24/2012	MILES/AUDREY//	R.A.P.- NOV 2012	186.00	Community Development
82080	10/16/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
82205	10/30/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	180.00	Community Development
82150	10/24/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
82150	10/24/2012	ACORN NEWSPAPER	LEGAL ADVERTISING	168.00	Community Development
82263	10/30/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	157.17	Community Development
82115	10/16/2012	JOHN K. INNES LANDSCAPE	ARBORIST SERVICES	150.00	Community Development
82147	10/22/2012	US BANK	VISA- INT'L CODE COUNCIL	125.00	Community Development
82140	10/16/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	89.22	Community Development
82101	10/16/2012	DAPEER, ROSENBLIT & LITVAK	LEGAL SERVICES	61.20	Community Development
82147	10/22/2012	US BANK	VISA- HOME DEPOT	24.99	Community Development
82112	10/16/2012	ICC VENTURA CHAPTER	SEMINAR - J.REITHOFFER	20.00	Community Development
82147	10/22/2012	US BANK	VISA- SHELL OIL	9.50	Community Development
82147	10/22/2012	US BANK	VISA- OFFICE DEPOT	7.11	Community Development
82237	10/30/2012	L.A. CO. ASSESSOR	MAPS AND POSTAGE	5.48	Community Development
Total Amount for 35 Line Item(s) from Community Development				\$30,484.41	

Community Services

82083	10/16/2012	AWESOME EVENTS INC	ENTERTAINMENT- PUMPKIN FEST	10,798.00	Community Services
82105	10/16/2012	DSR AUDIO	SOUND/POWER- PUMPKIN FEST	8,500.00	Community Services
82103	10/16/2012	DMH ENTERPRISES	ENTERTAINMENT- PUMPKIN FEST	7,500.00	Community Services
82135	10/16/2012	TEAM PLAY EVENTS	ENTERTAINMENT- PUMPKIN FEST	7,460.00	Community Services
82202	10/30/2012	A RENTAL CONNECTION	EQUIPMENT RENTAL- PUMPKIN FEST	6,816.06	Community Services
82116	10/16/2012	KASTL AMUSEMENTS	ENTERTAINMENT- PUMPKIN FEST	5,000.00	Community Services
82130	10/16/2012	SECURAL SECURITY CORP	SECURITY- PUMPKIN FEST BALANCE	4,800.00	Community Services
82202	10/30/2012	A RENTAL CONNECTION	EQUIPMENT RENTAL- PUMPKIN FEST	4,247.92	Community Services
82119	10/16/2012	L.A. COUNTY PUBLIC HEALTH SVCS	VENDOR PERMITS- PUMPKIN FEST	3,278.00	Community Services
82130	10/16/2012	SECURAL SECURITY CORP	SECURITY- PUMPKIN FEST BALANCE	3,256.50	Community Services
82129	10/16/2012	REPTILE FAMILY	ENTERTAINMENT- PUMPKIN FEST	2,600.00	Community Services
82105	10/16/2012	DSR AUDIO	SOUND/POWER- CONCERT	2,500.00	Community Services
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	2,222.42	Community Services
82148	10/24/2012	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	1,270.83	Community Services
82176	10/24/2012	LAS VIRGENES UNIFIED SCHOOL	ENRICHMENT PROGRAM- FALL 2012	1,010.00	Community Services
82147	10/22/2012	US BANK	VISA- AMC PROMENADE	922.00	Community Services



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82110	10/16/2012	GUDIS/MATT//	ENTERTAINMENT- PUMPKIN FEST	900.00	Community Services
82097	10/16/2012	CONEJO AWARDS	BRONZE PLAQUE	822.64	Community Services
82147	10/22/2012	US BANK	VISA- CALABASAS SELF STORAGE	658.00	Community Services
82108	10/16/2012	GOVPARTNER	RESERVE PARTNER HOSTING- OCT12	650.00	Community Services
82097	10/16/2012	CONEJO AWARDS	BRONZE PLAQUE	641.39	Community Services
82147	10/22/2012	US BANK	VISA- VISTA PAINT	564.30	Community Services
82131	10/16/2012	SO CA MUNI ATHLETIC FEDERATION	CLASS INSURANCE	523.20	Community Services
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	506.21	Community Services
82123	10/16/2012	MALIBU CREEK STATE PARK	RIGHT OF ENTRY PERMIT	500.00	Community Services
82147	10/22/2012	US BANK	VISA- FENCE FACTORY	492.16	Community Services
82147	10/22/2012	US BANK	VISA- HOMEGOODS	325.11	Community Services
82262	10/30/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- SCHL	323.85	Community Services
82147	10/22/2012	US BANK	VISA- BACKDROPS BEAUTIFUL	320.00	Community Services
82204	10/30/2012	ABSOLUTE PACKAGING SUPPLY INC	FACILITY MAINTENANCE SUPPLIES	294.91	Community Services
82147	10/22/2012	US BANK	VISA- WORLD MARKET	294.76	Community Services
82165	10/24/2012	DNA ELECTRIC	ELECTRICAL REPAIRS	270.00	Community Services
82114	10/16/2012	JAMES/LUTHER//	ENTERTAINMENT- PUMPKIN FEST	250.00	Community Services
82147	10/22/2012	US BANK	VISA- AMAZON	225.05	Community Services
82147	10/22/2012	US BANK	VISA- DO IT CENTER	216.16	Community Services
82147	10/22/2012	US BANK	VISA- VISION BEDDING	210.85	Community Services
82147	10/22/2012	US BANK	VISA- MICHAELS	192.12	Community Services
82147	10/22/2012	US BANK	VISA- DO IT CENTER	162.80	Community Services
82266	10/30/2012	WAYNE/TARYN//	RECREATION INSTRUCTOR	162.00	Community Services
82147	10/22/2012	US BANK	VISA- ZENNIX LIFE	149.36	Community Services
82147	10/22/2012	US BANK	VISA- 7 ELEVEN	130.03	Community Services
82147	10/22/2012	US BANK	VISA- EXXON MOBIL	130.01	Community Services
82102	10/16/2012	DEPARTMENT OF JUSTICE	STAFF FINGERPRINTING APPS	128.00	Community Services
82172	10/24/2012	KAPLAN/HERB//	RECREATION INSTRUCTOR	102.60	Community Services
82079	10/16/2012	A 1 LIVESCAN FINGERPRINTING	FINGERPRINTING SERVICES	100.00	Community Services
82137	10/16/2012	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	100.00	Community Services
82254	10/30/2012	SENDOWSKI/SHULAMIT//	RECREATION INSTRUCTOR	99.45	Community Services
82125	10/16/2012	PORT-A-STOR INC.	STORAGE - LUPIN HILL	85.00	Community Services
82125	10/16/2012	PORT-A-STOR INC.	STORAGE - A E WRIGHT	85.00	Community Services
82147	10/22/2012	US BANK	VISA- HOME DEPOT	76.96	Community Services
82147	10/22/2012	US BANK	VISA- UNION 76	65.08	Community Services
82147	10/22/2012	US BANK	VISA- CHEVRON	65.01	Community Services
82147	10/22/2012	US BANK	VISA- MICHAELS	62.39	Community Services



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82236	10/30/2012	KAPLAN/HERB//	RECREATION INSTRUCTOR	61.75	Community Services
82147	10/22/2012	US BANK	VISA- WORLD MARKET	47.92	Community Services
82236	10/30/2012	KAPLAN/HERB//	RECREATION INSTRUCTOR	45.60	Community Services
82155	10/24/2012	AT&T	TELEPHONE SERVICE	38.39	Community Services
82147	10/22/2012	US BANK	VISA- CORNER BAKERY	38.00	Community Services
82147	10/22/2012	US BANK	VISA- SPORT CHALET	30.41	Community Services
82147	10/22/2012	US BANK	VISA- TRADER JOES	27.13	Community Services
82147	10/22/2012	US BANK	VISA- ALBERTSONS	27.05	Community Services
82149	10/24/2012	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	24.14	Community Services
82147	10/22/2012	US BANK	VISA- HOME DEPOT	21.51	Community Services
82147	10/22/2012	US BANK	VISA- FENCE FACTORY	20.97	Community Services
82147	10/22/2012	US BANK	VISA- FANDANGO	18.00	Community Services
82147	10/22/2012	US BANK	VISA- MALIBU LAUNDRY	17.00	Community Services
82147	10/22/2012	US BANK	VISA- CHEVRON	5.43	Community Services
Total Amount for 67 Line Item(s) from Community Services				\$83,489.43	
Finance					
82147	10/22/2012	US BANK	VISA- DELL CORP	4,645.50	Finance
82206	10/30/2012	ADP, INC	PAYROLL PROCESSING	3,208.08	Finance
82081	10/16/2012	ADP, INC	PAYROLL PROCESSING	810.69	Finance
82147	10/22/2012	US BANK	VISA- AICPA	220.00	Finance
82147	10/22/2012	US BANK	VISA- ALURON CASES	89.10	Finance
Total Amount for 5 Line Item(s) from Finance				\$8,973.37	
Klubhouse Preschool					
82147	10/22/2012	US BANK	VISA- COSTCO	1,604.22	Klubhouse Preschool
82147	10/22/2012	US BANK	VISA- SMART & FINAL	415.40	Klubhouse Preschool
82147	10/22/2012	US BANK	VISA- HOME DEPOT	317.20	Klubhouse Preschool
82147	10/22/2012	US BANK	VISA- SMART & FINAL	168.30	Klubhouse Preschool
82147	10/22/2012	US BANK	VISA- HOME DEPOT	131.80	Klubhouse Preschool
82149	10/24/2012	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	56.34	Klubhouse Preschool
82147	10/22/2012	US BANK	VISA- AMAZON	29.83	Klubhouse Preschool
Total Amount for 7 Line Item(s) from Klubhouse Preschool				\$2,723.09	



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Library					
82220	10/30/2012	CALIFA GROUP	BOOKS ON CD	2,482.57	Library
82154	10/24/2012	ART MUSEUM COUNCIL	ART RENTAL	1,282.05	Library
82106	10/16/2012	ENVISIONWARE INC	LIBRARY- SOFTWARE MAINTENANCE	1,056.72	Library
82233	10/30/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	768.97	Library
82093	10/16/2012	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- JJM06103	731.31	Library
82090	10/16/2012	BWI	BOOKS-LIBRARY	639.09	Library
82246	10/30/2012	OCLC, INC.	MEMBERSHIP DUES-SEP 2012	606.07	Library
82140	10/16/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	567.64	Library
82143	10/16/2012	WENGER/DEANNE//	YOGA INSTRUCTOR- LIBRARY	450.00	Library
82233	10/30/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	337.34	Library
82256	10/30/2012	TIME WARNER CABLE	CABLE MODEM- LIBRARY	336.80	Library
82215	10/30/2012	BOOKPAGE	MAGAZINE SUBSCRIPTION	282.00	Library
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	275.39	Library
82251	10/30/2012	RECORDED BOOKS, LLC	BOOKS ON CD	251.23	Library
82251	10/30/2012	RECORDED BOOKS, LLC	BOOKS ON CD	193.57	Library
82211	10/30/2012	AT&T	TELEPHONE SERVICE	147.90	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	106.83	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	103.28	Library
82147	10/22/2012	US BANK	VISA- USPS	103.00	Library
82128	10/16/2012	RANDOM HOUSE, INC.	BOOKS ON CD	101.97	Library
82147	10/22/2012	US BANK	VISA- COSTCO	97.86	Library
82140	10/16/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	91.08	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	85.39	Library
82090	10/16/2012	BWI	BOOKS-LIBRARY	69.76	Library
82212	10/30/2012	AUDIOGO	BOOKS ON CD	59.21	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	56.10	Library
82250	10/30/2012	RANDOM HOUSE, INC.	BOOKS ON CD	55.08	Library
82250	10/30/2012	RANDOM HOUSE, INC.	BOOKS ON CD	55.08	Library
82113	10/16/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	55.02	Library
82242	10/30/2012	MIDWEST TAPE	DVD'S-LIBRARY	52.68	Library
82242	10/30/2012	MIDWEST TAPE	DVD'S-LIBRARY	52.68	Library
82090	10/16/2012	BWI	BOOKS-LIBRARY	49.85	Library
82090	10/16/2012	BWI	BOOKS-LIBRARY	48.76	Library
82147	10/22/2012	US BANK	VISA- USPS	39.20	Library
82250	10/30/2012	RANDOM HOUSE, INC.	BOOKS ON CD	36.32	Library
82251	10/30/2012	RECORDED BOOKS, LLC	BOOKS ON CD	35.89	Library



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82113	10/16/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	30.69	Library
82233	10/30/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	28.91	Library
82090	10/16/2012	BWI	BOOKS-LIBRARY	26.99	Library
82242	10/30/2012	MIDWEST TAPE	DVD'S-LIBRARY	26.34	Library
82242	10/30/2012	MIDWEST TAPE	DVD'S-LIBRARY	24.34	Library
82147	10/22/2012	US BANK	VISA- RALPHS	23.96	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	23.71	Library
82113	10/16/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	21.87	Library
82233	10/30/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	20.61	Library
82113	10/16/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	19.03	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	16.17	Library
82217	10/30/2012	BWI	BOOKS-LIBRARY	15.78	Library
82090	10/16/2012	BWI	BOOKS-LIBRARY	15.13	Library
82113	10/16/2012	INGRAM LIBRARY SERVICES	BOOKS-LIBRARY	13.54	Library
82147	10/22/2012	US BANK	VISA- RALPHS	12.81	Library
82147	10/22/2012	US BANK	VISA- RALPHS	11.68	Library
82085	10/16/2012	BASCH SUBSCRIPTIONS INC	MAGAZINE SUBSCRIPTION	7.00	Library
Total Amount for 53 Line Item(s) from Library				\$12,102.25	

LMD #22

82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	13,772.50	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,682.92	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	11,499.83	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,426.75	LMD #22
82084	10/16/2012	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	4,681.35	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,642.83	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	4,393.25	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,835.67	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	3,681.25	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,990.45	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,814.08	LMD #22
82084	10/16/2012	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	2,695.00	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,241.84	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,222.98	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,186.73	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,085.91	LMD #22



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82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,034.11	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	955.22	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	855.20	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	742.19	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	730.00	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	724.40	LMD #22
82084	10/16/2012	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	640.00	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	575.00	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	574.21	LMD #22
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	550.00	LMD #22
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	512.00	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	485.60	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	231.28	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	158.24	LMD #22
82084	10/16/2012	AZTECA LANDSCAPE	LANDSCAPE MAINTENANCE	100.00	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	73.22	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	71.89	LMD #22
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	54.45	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	48.51	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	47.18	LMD #22
82174	10/24/2012	L.A. CO. AGRIC COMMR WTS	WEED ABATEMENT	42.44	LMD #22
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	23.04	LMD #22
Total Amount for 38 Line Item(s) from LMD #22				\$89,081.52	
<u>LMD #24</u>					
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	3.89	LMD #24
Total Amount for 1 Line Item(s) from LMD #24				\$3.89	
<u>LMD #27</u>					
82121	10/16/2012	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	855.30	LMD #27
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	0.98	LMD #27
Total Amount for 2 Line Item(s) from LMD #27				\$856.28	
<u>LMD #32</u>					



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82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	0.98	LMD #32
Total Amount for 1 Line Item(s) from LMD #32				\$0.98	

LMD 22 - Common Benefit Area

82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	13,892.11	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	9,175.42	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	5,441.08	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,867.68	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,308.53	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,261.67	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	2,125.00	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,785.73	LMD 22 - Common Benefit Area
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,774.66	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	1,180.44	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	937.56	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	836.00	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	759.00	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	713.29	LMD 22 - Common Benefit Area
82138	10/16/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	663.97	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	628.85	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	609.05	LMD 22 - Common Benefit Area
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	466.29	LMD 22 - Common Benefit Area
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- LMD	342.28	LMD 22 - Common Benefit Area
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	100.43	LMD 22 - Common Benefit Area
82197	10/24/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	24.06	LMD 22 - Common Benefit Area
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	17.50	LMD 22 - Common Benefit Area
Total Amount for 22 Line Item(s) from LMD 22 - Common Benefit Area				\$48,910.60	

Media Operations

82168	10/24/2012	GRANICUS INC.	WEB ARCHIVING SERVICES	750.00	Media Operations
82234	10/30/2012	INTERNET SPECIALTIES WEST	T-1 LINE MONTHLY FEE	391.71	Media Operations
82136	10/16/2012	TIME WARNER CABLE	CABLE MODEM- CITY HALL	336.80	Media Operations
82240	10/30/2012	MEGAPATH CORPORATION	DSL SERVICE	332.70	Media Operations
82229	10/30/2012	GRACILE/YANA//	CTV HOST SERVICES	300.00	Media Operations
82190	10/24/2012	SHI INTERNATIONAL CORP	MEMORY HARDWARE	290.75	Media Operations



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82190	10/24/2012	SHI INTERNATIONAL CORP	APC BATTERY	266.13	Media Operations
82147	10/22/2012	US BANK	VISA- CREEKSIDE KLUBHOUSE	204.96	Media Operations
82245	10/30/2012	NICKERSON/LAURA//	CTV HOST SERVICES	200.00	Media Operations
82147	10/22/2012	US BANK	VISA- NETWORK SOLUTIONS	194.94	Media Operations
82147	10/22/2012	US BANK	VISA- AMAZON	68.85	Media Operations
82089	10/16/2012	BURST COMMUNICATIONS, INC.	HDMI BARREL	65.80	Media Operations
82147	10/22/2012	US BANK	VISA- GOTOMYPC.COM	50.85	Media Operations
82156	10/24/2012	AT&T MOBILITY	TELEPHONE SERVICE	45.46	Media Operations
82197	10/24/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	39.11	Media Operations
82147	10/22/2012	US BANK	VISA- AOL SERVICE	14.95	Media Operations
82147	10/22/2012	US BANK	VISA- CALENDAR WIZ	14.00	Media Operations
82147	10/22/2012	US BANK	VISA- THE PHONE SPA	10.86	Media Operations
Total Amount for 18 Line Item(s) from Media Operations				\$3,577.87	

Non-Departmental - Finance

82214	10/30/2012	BLACKBOARD CONNECT INC	ANNUAL SRVC FEE - CONNECT CTY	20,878.00	Non-Departmental - Finance
82196	10/24/2012	VORTEX INDUSTRIES INC	ADA DOOR REPAIRS	8,524.00	Non-Departmental - Finance
82196	10/24/2012	VORTEX INDUSTRIES INC	ADA DOOR REPAIRS	4,262.00	Non-Departmental - Finance
82154	10/24/2012	ART MUSEUM COUNCIL	ART RENTAL	2,397.90	Non-Departmental - Finance
82147	10/22/2012	US BANK	VISA- STORAGE ETC	1,795.00	Non-Departmental - Finance
82159	10/24/2012	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GQM11196	1,792.50	Non-Departmental - Finance
82199	10/24/2012	WILLDAN ASSOCIATES INC.	HOUSING REHAB SERVICES	855.00	Non-Departmental - Finance
82147	10/22/2012	US BANK	VISA- COSTCO	789.42	Non-Departmental - Finance
82221	10/30/2012	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- GPQ10817	525.15	Non-Departmental - Finance
82222	10/30/2012	CANON FINANCIAL SERVICES INC	CANON COPIER LEASES	518.19	Non-Departmental - Finance
82093	10/16/2012	CANON BUSINESS SOLUTIONS, INC.	COPIER SVC PROGRAM- TQH05599	330.00	Non-Departmental - Finance
82147	10/22/2012	US BANK	VISA- COSTCO	310.79	Non-Departmental - Finance
82210	10/30/2012	ARROWHEAD	WATER SERVICE	299.44	Non-Departmental - Finance
82263	10/30/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	270.18	Non-Departmental - Finance
82147	10/22/2012	US BANK	VISA- COFFEE WHOLESALE USA	180.55	Non-Departmental - Finance
82225	10/30/2012	CR PRINT	BUSINESS CARDS	116.91	Non-Departmental - Finance
82147	10/22/2012	US BANK	VISA- TARGET	48.08	Non-Departmental - Finance
82147	10/22/2012	US BANK	VISA- STAPLES	10.86	Non-Departmental - Finance
Total Amount for 18 Line Item(s) from Non-Departmental - Finance				\$43,903.97	



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Payroll					
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	4,010.48	Payroll
82209	10/30/2012	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	328.33	Payroll
82082	10/16/2012	APPLE ONE	TEMPORARY EMPLOYMENT SVCS	200.00	Payroll
82247	10/30/2012	P&A ADMINISTRATIVE SVCS INC	FSA MONTHLY ADMIN FEE- NOV 12	54.00	Payroll
Total Amount for 4 Line Item(s) from Payroll				\$4,592.81	
Police / Fire / Safety					
82238	10/30/2012	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2012	335,896.69	Police / Fire / Safety
82238	10/30/2012	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- SEP 2012	13,825.40	Police / Fire / Safety
82175	10/24/2012	L.A. CO. DEPT. OF ANIMAL CARE	ANIMAL HOUSING SVCS- SEP 2012	3,624.85	Police / Fire / Safety
82232	10/30/2012	I GOT HIT LLC	DATA RECORDER SUPPLIES	289.16	Police / Fire / Safety
82238	10/30/2012	L.A. CO. SHERIFF'S DEPT.	SHERIFF SVCS- FINGERPRINTING	68.88	Police / Fire / Safety
Total Amount for 5 Line Item(s) from Police / Fire / Safety				\$353,704.98	
Public Safety & Emergency Preparedness					
82147	10/22/2012	US BANK	VISA- STAPLES	86.91	Public Safety & Emergency Preparedness
82147	10/22/2012	US BANK	VISA- BACKJOY ORTHOTICS	64.34	Public Safety & Emergency Preparedness
82147	10/22/2012	US BANK	VISA- RALPHS	62.12	Public Safety & Emergency Preparedness
82147	10/22/2012	US BANK	VISA- TECH SYSTEMS	49.95	Public Safety & Emergency Preparedness
Total Amount for 4 Line Item(s) from Public Safety & Emergency Preparedness				\$263.32	
Public Works					
82258	10/30/2012	TREE SPECIALIST	DEBRIS REMOVAL & CLEANUP	15,843.25	Public Works
82261	10/30/2012	VALLEY CREST LANDSCAPE, INC.	LANDSCAPE MAINTENANCE	11,533.30	Public Works
82252	10/30/2012	RUIZ CONCRETE & PAVING INC.	STREET REPAIRS	8,300.00	Public Works
82265	10/30/2012	WAUSAU TILE INC.	RECYCLING CONTAINERS	7,210.97	Public Works
82224	10/30/2012	CLEANSTREET INC	MONTHLY SVC - STREET SWEEPING	6,632.71	Public Works
82092	10/16/2012	CALIFORNIA CIVIL ENGINEERING	TRAFFIC SIGN MAINTENANCE	4,200.00	Public Works
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	3,399.00	Public Works
82198	10/24/2012	WILHELM/RICHARD//	FIELD INVESTIGTN/DRAFTING SVCS	2,050.00	Public Works
82158	10/24/2012	CALIFORNIA RECYCLES	BATTERY RECYCLING	1,748.00	Public Works
82243	10/30/2012	MOBILE ONE ENTERPRISES	CLEANING CITY BUS SHELTERS	1,560.00	Public Works
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- PARKS	1,271.35	Public Works



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82127	10/16/2012	RAINBOW SIGNS INC	RECYCLING SIGNS	999.42	Public Works
82216	10/30/2012	BTC LABORATORIES INC	CONSULTING SERVICES	972.00	Public Works
82201	10/24/2012	ZOLOTAREVA/ANNA//	ENGINEER CONSULTING	860.00	Public Works
82181	10/24/2012	NAJARIAN/CAROLINE//	IRRIGATION CONSULTING	760.00	Public Works
82253	10/30/2012	SANCHEZ/MARK L.//	INSPECTION SERVICES	680.00	Public Works
82098	10/16/2012	COUNTY OF LOS ANGELES	CONTRACT SERVICES	674.75	Public Works
82169	10/24/2012	GRAYSON/SIARA//	ENGINEER CONSULTING	560.00	Public Works
82230	10/30/2012	GRAYSON/SIARA//	ENGINEER CONSULTING	560.00	Public Works
82109	10/16/2012	GRAYSON/SIARA//	ENGINEER CONSULTING	470.00	Public Works
82184	10/24/2012	NEWBURY PARK TREE SERVICE INC	TREE TRIMMING/REMOVAL SVCS	362.50	Public Works
82080	10/16/2012	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
82080	10/16/2012	ACORN NEWSPAPER	RECYCLING ADVERTISING	302.82	Public Works
82243	10/30/2012	MOBILE ONE ENTERPRISES	GRAFITTI REMOVAL	270.00	Public Works
82144	10/16/2012	WILLDAN ASSOCIATES INC.	CONSERVATION EASEMENTS	170.00	Public Works
82147	10/22/2012	US BANK	VISA- CALENDARS	118.96	Public Works
82121	10/16/2012	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	92.43	Public Works
82260	10/30/2012	UNDERGROUND SERVICE ALERT	MONTHLY MEMBERSHIP FEE	39.00	Public Works
82132	10/16/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	34.77	Public Works
82140	10/16/2012	WAREHOUSE OFFICE & PAPER PROD.	OFFICE SUPPLIES	28.64	Public Works
82147	10/22/2012	US BANK	VISA- AMAZON	7.01	Public Works
Total Amount for 31 Line Item(s) from Public Works				\$72,013.70	

Recoverable / Refund / Liability

82145	10/16/2012	PETTY CASH	PETTY CASH- PUMPKIN FEST	15,000.00	Recoverable / Refund / Liability
82118	10/16/2012	KLEIN/MICHAEL//	EMPLOYEE COMPUTER LOAN	1,960.00	Recoverable / Refund / Liability
82146	10/17/2012	CHAPMAN/TERI//	EMPLOYEE COMPUTER LOAN	1,611.48	Recoverable / Refund / Liability
82186	10/24/2012	RODRIGUEZ/ARMANDO//	EMPLOYEE COMPUTER LOAN	835.16	Recoverable / Refund / Liability
82193	10/24/2012	STATE DISBURSMENT	WAGE GARNISHMENT- 10/19/12	289.74	Recoverable / Refund / Liability
82247	10/30/2012	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	246.63	Recoverable / Refund / Liability
82247	10/30/2012	P&A ADMINISTRATIVE SVCS INC	FSA-MEDICAL CARE REIMBURSEMENT	209.30	Recoverable / Refund / Liability
82167	10/24/2012	FRANCHISE TAX BOARD	WAGE GARNISHMENT- 10/19/12	201.22	Recoverable / Refund / Liability
82183	10/24/2012	NEJADBAKHSH/MINOO//	REFUND PUBLIC WORKS PERMIT	80.00	Recoverable / Refund / Liability
82124	10/16/2012	O'BORKSY/ALEX//	RECREATION REFUND	60.00	Recoverable / Refund / Liability
82187	10/24/2012	SEPANLOU/ROXSANA//	RECREATION REFUND	56.00	Recoverable / Refund / Liability
82086	10/16/2012	BLUMFIELD/CAREN//	RECREATION REFUND	35.00	Recoverable / Refund / Liability
82088	10/16/2012	BRAUNSTEIN/SUSAN//	RECREATION REFUND	30.00	Recoverable / Refund / Liability



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82218	10/30/2012	C.A. RASMUSSEN, INC.	SAFE ROUTES TO SCHOOL PROJ	-8,315.65	Recoverable / Refund / Liability
82218	10/30/2012	C.A. RASMUSSEN, INC.	SAFE ROUTES TO SCHOOL PROJ	-8,763.02	Recoverable / Refund / Liability
Total Amount for 15 Line Item(s) from Recoverable / Refund / Liability				\$3,535.86	

Tennis & Swim Center

82164	10/24/2012	DEAN STEWART CONSTRUCTION	FACILITY REPAIRS	10,658.00	Tennis & Swim Center
82262	10/30/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	3,991.83	Tennis & Swim Center
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	1,833.71	Tennis & Swim Center
82104	10/16/2012	DNA ELECTRIC	ELECTRICAL REPAIRS	1,300.00	Tennis & Swim Center
82104	10/16/2012	DNA ELECTRIC	ELECTRICAL REPAIRS	1,254.98	Tennis & Swim Center
82096	10/16/2012	COMMERCIAL AQUATIC SVCS INC	POOL SERVICE/REPAIR	916.75	Tennis & Swim Center
82134	10/16/2012	SPECIALTY FITNESS	FITNESS EQUIPMENT	891.75	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- VISTA PAINT	815.66	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- NATIONAL GYM SUPPLY	800.30	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- ADOLF KIEFER	766.99	Tennis & Swim Center
82104	10/16/2012	DNA ELECTRIC	ELECTRICAL REPAIRS	735.00	Tennis & Swim Center
82149	10/24/2012	ACCURATE FIRST AID SERVICES	FIRST AID SUPPLIES	636.68	Tennis & Swim Center
82192	10/24/2012	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	591.00	Tennis & Swim Center
82161	10/24/2012	CIVIC FIRE PROTECTION	FIRE EXTENGUISHERS	541.52	Tennis & Swim Center
82195	10/24/2012	VENCO WESTERN, INC.	LANDSCAPE MAINTENANCE- T&SC	534.19	Tennis & Swim Center
82192	10/24/2012	SOUTHERN CALIFORNIA GAS CO	GAS SERVICE	419.37	Tennis & Swim Center
82141	10/16/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	412.04	Tennis & Swim Center
82264	10/30/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	404.17	Tennis & Swim Center
82141	10/16/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	381.49	Tennis & Swim Center
82141	10/16/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	380.63	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- HOME DEPOT	362.84	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- SPECIALTY FITNESS	358.88	Tennis & Swim Center
82095	10/16/2012	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	354.05	Tennis & Swim Center
82141	10/16/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	336.74	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- ARC SERVICES	304.00	Tennis & Swim Center
82141	10/16/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	266.44	Tennis & Swim Center
82264	10/30/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	266.44	Tennis & Swim Center
82185	10/24/2012	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	257.61	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- OFFICE DEPOT	251.41	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- PYRAMID PIPE & SUPPLY	230.82	Tennis & Swim Center
82259	10/30/2012	TRI-CO EXTERMINATING CO.	PEST CONTROL SERVICES	230.00	Tennis & Swim Center



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82147	10/22/2012	US BANK	VISA- TARGET	221.03	Tennis & Swim Center
82136	10/16/2012	TIME WARNER CABLE	CABLE MODEM/HDTV- T&SC	176.17	Tennis & Swim Center
82264	10/30/2012	WATERLINE TECHNOLOGIES INC	POOL CHEMICALS	167.48	Tennis & Swim Center
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	146.05	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- CONSTANT CONTACT	120.00	Tennis & Swim Center
82213	10/30/2012	B & B PLUMBING & HEATING INC.	PLUMBING REPAIRS- T&SC	118.29	Tennis & Swim Center
82185	10/24/2012	PETTY CASH-TENNIS & SWIM CNTR	REPLENISH PETTY CASH	99.69	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- ORCHARD SUPPLY	74.31	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- WALMART	71.45	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- RALPHS	67.05	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- SPORT CHALET	64.04	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- US RESEARCH & CHEMICAL	60.18	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- HALLOWEEN ADVENTURE	50.44	Tennis & Swim Center
82117	10/16/2012	KISHIMOTO/RAINE//	REIMB MILEAGE - SEP 2012	48.29	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- DO IT CENTER	48.25	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- SHELL OIL	47.72	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- SMART & FINAL	47.67	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- LESLIES POOL SUPPLY	47.67	Tennis & Swim Center
82239	10/30/2012	LINCOLN NATIONAL LIFE	LIFE & DISABILITY INS- OCT 12	46.54	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- PARTY CITY	36.91	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- DUNN-EDWARDS	32.52	Tennis & Swim Center
82147	10/22/2012	US BANK	VISA- FRANKLINS HARDWARE	26.19	Tennis & Swim Center
82151	10/24/2012	AIRGAS- WEST	TC HELIUM	24.01	Tennis & Swim Center
82151	10/24/2012	AIRGAS- WEST	TC HELIUM	24.01	Tennis & Swim Center
82151	10/24/2012	AIRGAS- WEST	TC HELIUM	17.75	Tennis & Swim Center
Total Amount for 56 Line Item(s) from Tennis & Swim Center				\$33,369.00	

Transportation

82218	10/30/2012	C.A. RASMUSSEN, INC.	SAFE ROUTES TO SCHOOL PROJ	175,260.45	Transportation
82218	10/30/2012	C.A. RASMUSSEN, INC.	SAFE ROUTES TO SCHOOL PROJ	166,313.00	Transportation
82248	10/30/2012	PCI	PAVEMENT STRIPING AND MARKING	16,870.51	Transportation
82178	10/24/2012	MARK IV CONSULTING INC	CITY ENGINEERING SERVICES	8,700.00	Transportation
82203	10/30/2012	A2B TRANSPORTATION COMPANY LLC	DIAL-A-RIDE OCT 2012	6,914.19	Transportation
82177	10/24/2012	MALIBU CANYON SHELL	FUEL CHARGES- OCT 2012 (1/2)	6,789.31	Transportation
82122	10/16/2012	MALIBU CANYON SHELL	FUEL CHARGES- SEPT 2012 (2/2)	4,935.26	Transportation
82207	10/30/2012	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,635.40	Transportation



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82152	10/24/2012	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	4,176.38	Transportation
82152	10/24/2012	ALL CITY MANAGEMENT SVCS, INC.	SCHOOL CROSSING GUARD SVCS	3,702.30	Transportation
82132	10/16/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	3,064.10	Transportation
82244	10/30/2012	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	2,882.84	Transportation
82171	10/24/2012	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	2,543.37	Transportation
82160	10/24/2012	CITY OF LOS ANGELES	B- PERMIT BOND FEE	2,000.00	Transportation
82241	10/30/2012	METROPOLITAN TRANSPORTATION	TRANSIT ADMIN- LACMTA BOARD	1,316.00	Transportation
82257	10/30/2012	TRAFFIC MANAGEMENT, INC.	TRAFFIC SIGNS	1,136.82	Transportation
82244	10/30/2012	MV TRANSPORTATION, INC.	SHUTTLE FUEL COST- SEP 2012	829.08	Transportation
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	800.52	Transportation
82244	10/30/2012	MV TRANSPORTATION, INC.	TRANSIT MAINTENANCE	750.00	Transportation
82111	10/16/2012	HUITT-ZOLLARS INC	CONSTRUCTION SVCS-LOST HILLS	443.93	Transportation
82147	10/22/2012	US BANK	VISA- FAST SIGNS	396.33	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82153	10/24/2012	AMERICAN HONDA FINANCE CORP	LEASE PAYMENT- NOV 2012	328.66	Transportation
82191	10/24/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	289.84	Transportation
82194	10/24/2012	TRAFFIC MANAGEMENT, INC.	TRAFFIC SIGNS	282.22	Transportation
82147	10/22/2012	US BANK	VISA- EXXON MOBIL	197.52	Transportation
82147	10/22/2012	US BANK	VISA- CORNER BAKERY	170.00	Transportation
82147	10/22/2012	US BANK	VISA- THE DECK STORE	167.88	Transportation
82121	10/16/2012	LAS VIRGENES MUNICIPAL WATER	WATER SERVICE	161.25	Transportation
82147	10/22/2012	US BANK	VISA- FRYS ELECTRONICS	130.49	Transportation
82120	10/16/2012	LA DWP	METER SERVICE - TRAFFIC LIGHT	128.19	Transportation
82249	10/30/2012	R P BARRICADE INC	TRAFFIC SIGNS	122.35	Transportation
82147	10/22/2012	US BANK	VISA- BARCO PRODUCTS	90.25	Transportation
82147	10/22/2012	US BANK	VISA- SHELL OIL	84.45	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	73.51	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	72.50	Transportation
82147	10/22/2012	US BANK	VISA- CLEAN ENERGY	67.98	Transportation
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	64.02	Transportation



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Check No.	Check Date	Vendor Name	Check Description	Amount	Department
82147	10/22/2012	US BANK	VISA- CHEVRON	62.43	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	59.62	Transportation
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	47.55	Transportation
82147	10/22/2012	US BANK	VISA- EXXON MOBIL	46.71	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	45.13	Transportation
82147	10/22/2012	US BANK	VISA- 7 ELEVEN	43.54	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	42.97	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	42.07	Transportation
82147	10/22/2012	US BANK	VISA- EXXON MOBIL	39.69	Transportation
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	38.25	Transportation
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	37.83	Transportation
82098	10/16/2012	COUNTY OF LOS ANGELES	CONTRACT SERVICES	35.38	Transportation
82255	10/30/2012	SOUTHERN CALIFORNIA EDISON	ELECTRIC SERVICE	32.98	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	26.71	Transportation
82147	10/22/2012	US BANK	VISA- SHELL OIL	25.00	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	19.99	Transportation
82147	10/22/2012	US BANK	VISA- EXXON MOBIL	18.00	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	16.99	Transportation
82147	10/22/2012	US BANK	VISA- CLEAN ENERGY	15.20	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	14.99	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	14.99	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	14.99	Transportation
82147	10/22/2012	US BANK	VISA- UNION 76	12.99	Transportation
Total Amount for 68 Line Item(s) from Transportation				\$420,274.18	
GRAND TOTAL for 518 Line Items				\$1,259,756.45	

FUTURE AGENDA ITEMS

Department Agenda Headings Agenda Title/Future Agenda

Future Items:

	Presentation	LVUSD Potential Impacts RE: Performing Arts Center
CC	Consent	Planning Commission appointment
Council	New Business	Council Protocols
CC	Update	Electronic Document Management/Records retentions comparison
CC	Consent	Recommendation to approve the establishment of a fee for filing notices of intent to circulate initiative petitions

2012 CITY COUNCIL MEETING DATES: November 28, 2012 December 12, 2012 <i>December 26, 2012 Cancelled</i>
