City of Rolling Hills INCORPORATED JANUARY 24, 1957

2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521

AGENDA | **CITY COUNCIL** | **CITY OF ROLLING HILLS**
Regular City Council Meeting | **Monday, March 13, 2023** | **7:00 PM**

The meeting agenda is available on the City's website. The City Council meeting will be live-streamed on the City's website. Both the agenda and the live-streamed video can be found here: https://www.rolling-hills.org/government/agenda/index.php

Members of the public may submit written comments in real-time by emailing the City Clerk's office at cityclerk@cityofrh.net. Your comments will become part of the official meeting record. You must provide your full name, but please do not provide any other personal information that you do not want to be published.

Recordings to City Council meetings can be found here: https://www.rolling-hills.org/government/agenda/index.php

Next Resolution No. 1332 *Next Ordinance No. 383*

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

5. APPROVE ORDER OF THE AGENDA

This is the appropriate time for the Mayor or Councilmembers to approve the agenda as is or reorder.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Blue folder (supplemental) items are additional back up materials to administrative reports, changes to the posted agenda packet, and/or public comments received after the printing and distribution of the agenda packet for receive and file.

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

*This is the appropriate time for members of the public to make comments regarding items**not** listed on this agenda. Pursuant to the Brown Act, no action will take place on any items not on the agenda.*

8. CONSENT CALENDAR

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Mayor or any Councilmember may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion. The Mayor will call on anyone wishing to address the City Council on any Consent Calendar item on the agenda, which has not been pulled by Councilmembers for discussion.

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 13, 2023

RECOMMENDATION: Approve.
CL_AGN_230313_CC_AffidavitofPosting.pdf

8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA
RECOMMENDATION: Approve.

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 27, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230227_CC_F.pdf

8.D. PAYMENT OF BILLS.
RECOMMENDATION: Approve as presented.
CL_AGN_230313_PaymentOfBills_E.pdf

8.E. RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN.
RECOMMENDATION: Receive and file.
PL_GPN_APR_2022_RollingHillsGeneralPlanAPR.pdf

8.F. ADOPT BY RESOLUTION NO. 1331 AUTHORIZING A BUDGET MODIFICATION OF $7,390.58 FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS VIDEO INSPECTION OF THE MIDDLERIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM AND SUBSEQUENT RECOMMENDATIONS BASED ON FINDINGS SPECIFIC TO THE VIDEO EVALUATION PERFOMED IN 2022
RECOMMENDATION: Approve as presented.
PW_DRA_221102_CSRT_RecRequest_MiddleridgeNS.pdf
ResolutionNo1331_LACDPW_VideoInspectionRecs_Budget Amendments.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. ACCEPT BID PROPOSAL FROM EC CONSTRUCTION FOR EMERGENCY STORM DRAIN REPAIRS AND LINING AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH; ADOPT BY RESOLUTION NO. 1327 APPROVING THE EMERGENCY WORK; ADOPT BY RESOLUTION NO. 1328 AUTHORIZING A BUDGET MODIFICATION OF $450,742.50; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA
RECOMMENDATION: Approve as presented.
PW_DRA_230307_ECC-Estimate_SDLining_MiddleridgeNS.pdf
PW_DRA_230307_AsBuilts_MiddleridgeLane_6650_U1-B_MarkedUp.pdf
ResolutionNo1327_EmergencyStormDrainRepair_Lining_ECC.pdf

ResolutionNo1328_EmergRepairs_MiddleridgeN-S_BudgetAmendment.pdf
CA_AGR_230313_ECC_EmergencyContract_StormDrainRepair_Lining_Draft.pdf

12.B. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO AC PROS FOR THE CITY HALL HEATING, VENTILATION AND AIR CONDITIONING PROJECT #2023-01 FOR AN AMOUNT OF $188,750; ADOPT BY RESOLUTION NO. 1329 AUTHORIZING A BUDGET MODIFICATION OF $207,625; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

RECOMMENDATION: Approve as presented.

CL_PBN_230131_NOB_2023-01_CH_HVAC_Replacement_Draft_Affidavit.pdf
CL_PBN_230209_NOB_2023-01_CH_HVAC_Replacement_Affidavit_2nd.pdf
CL_BID_230228_2023-01_CH_HVAC_Project_ACProsInc..pdf
CL_BID_230228_2023-01_CH_HVAC_Project_BonAirInc..pdf
CL_BID_230228_2023-01_CH_HVAC_Project_AllisonMechInc..pdf
ResolutionNo1329_HVAC_Project2023-01_BudgetAmendment.pdf
CA_AGR_230313_ACPros_ConstructionContract _HVAC_Project2023-01_Draft.pdf

12.C. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO UNLIMITED ENVIRONMENTAL, INC. FOR THE DEMOLITION PACKAGE FOR: STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL, & ELECTRICAL SERVICES PROJECT #2023-02 AT AN AMOUNT OF $54,700; ADOPT BY RESOLUTION NO. 1330 AUTHORIZING A BUDGET MODIFICATION OF $60,170; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

RECOMMENDATION: Approve as presented.

CL_PBN_230131_NOB_2023-02_CH_StandbyGeneratorDemo_Affidavit.pdf
CL_PBN_230209_NOB_2023-02_CH_StandbyGeneratorDemo_Affidavit_2nd.pdf
CL_BID_230228_2023-02_CH_StandbyGeneratorDemo_ID&RInc.pdf
CL_BID_230228_2023-02_CH_StandbyGeneratorDemo_UnlimitedEnvInc.pdf
ResolutionNo1330_GeneratorRemovalProject2023-02_BudgetAmendment.pdf
CA_AGR_230313_Unlimited Environmental_GeneratorRemovalProject2023-02_Draft.pdf

13. NEW BUSINESS

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)

RECOMMENDATION: Receive a presentation from Mayor Pat Wilson and provide direction to staff.

CL_AGN_230213_SBCCOG_FinanceCommittee_02.01.23_AgendaSlides.pdf
GV_GVO_COG_1.20 CIty Pop Sqmi GEN Fund Final (2).pdf

14.B. STORM IMPACTS TO THE COMMUNITY ON THE WEEKEND OF FEBRUARY 24, 2023 (MAYOR PRO TEM MIRSCH)

RECOMMENDATION: Receive a presentation from Mayor Pro Tem Leah Mirsch and provide direction to staff.

15. MATTERS FROM STAFF

16. RECESS TO CLOSED SESSION

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, March 27, 2023 at 7:00 p.m. in the City Council Chamber, Rolling Hills City Hall, 2 Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

Public Comment is welcome on any item prior to City Council action on the item.

Documents pertaining to an agenda item received after the posting of the agenda are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 03/13/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 13, 2023

DATE: March 13, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230313_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1691 **Meeting Date**: 03/13/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MARCH 13, 2023

EXECUTIVE SUMMARY

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations below.

Legislative Body	City Council	
Posting Type	Regular Meeting Agenda	
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php	
Meeting Date & Time	March 13, 2023	7:00pm Open Session

As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: March 10, 2023

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA**

DATE: **March 13, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 03/13/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 27, 2023

DATE: March 13, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230227_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, February 27, 2023
Regular Meeting 7:00 p.m.

1. CALL TO ORDER

The City Council of the City of Rolling Hills met in person on the above date at 7:00 p.m. Mayor Wilson presiding.

2. ROLL CALL

Councilmembers Present:	Black, Dieringer, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent:	Pieper
Staff Present:	Elaine Jeng, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	John Signo, Planning & Community Services Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Mayor Wilson

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Motion by Councilmember Black, seconded by Councilmember Dieringer to approve the order of the agenda. Motion carried unanimously with the following vote:

AYES:	Black, Dieringer, Mirsch, Mayor Wilson
NOES:	None
ABSENT:	Pieper

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Black, seconded by Councilmember Dieringer to receive and file Blue Folder Items for 7, 8C, 8D and 12A. Motion carried unanimously with the following vote:

AYES:	Black, Dieringer, Mirsch, Mayor Wilson
NOES:	None
ABSENT:	Pieper

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Alfred Visco, Darren Tangen, Nicole Tangen, Mike Gray, Jack Manchurian, Gene Honbo, Arlene Honbo, Judith Haenel

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF FEBRUARY 27, 2023

8.B. APPROVE MOTION TO READ BY TITLE ONLY AND WAIVE FURTHER READING OF ALL ORDINANCES AND RESOLUTIONS LISTED ON THE AGENDA

8.C. PULLED BY COUNCILMEMBER DIERINGER

8.D. PAYMENT OF BILLS

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR JANUARY 2023

8.F. RECEIVE AND FILE REPORT ON THE FINANCE/BUDGET/AUDIT COMMITTEE MEETING OF FEBRUARY 13, 2023

8.G. PULLED BY MAYOR WILSON

8.H. CONSIDER AND APPROVE THE PLANNED EXPENDITURES FOR FISCAL YEAR 2023-2024 SAFE, CLEAN WATER (MEASURE W) MUNICIPAL PROGRAM FUNDS FOR SUBMISSION TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to approve Consent Calendar except Items 8C and 8G. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

9. EXCLUDED CONSENT CALENDAR ITEMS

8.C. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: FEBRUARY 13, 2023

Motion by Councilmember Dieringer regarding the February 13 minutes, Item 8I, to insert language right after the word “HQE” and say “…and mention that there’s other siren companies, such as Genasys which interfaces with Zonehaven and provide the committee with this Genasys information and gauge interest with the other Peninsula Cities at the March 9, 2023 meeting.” Motion failed for lack of a second.

Motion by Mayor Wilson, seconded by Mayor Pro Tem Mirsch to approve item as presented.

Substitute Motion by Councilmember Dieringer, seconded by Councilmember Black regarding the February 13th minutes, Item 8I, to insert language “…and that Councilmember Dieringer will present the information on the Genasys System.” Motion failed with the following vote:

AYES: Black, Dieringer
NOES: Mirsch, Mayor Wilson
ABSENT: Pieper

Primary motion failed with the following vote:

AYES: Mirsch, Mayor Wilson
NOES: Black, Dieringer
ABSENT: Pieper

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Dieringer to table this item until all five members are present to vote. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

8.G. RECEIVE AND FILE PAST ADMINISTRATIVE REPORTS RELATING TO THE CITY HALL CAMPUS EMERGENCY POWER PROJECT

Mayor Pro Tem Mirsch requested to agendize discussion about finalizing a decision regarding the City Hall Campus Emergency Power Project for the March 27, 2023 City Council meeting.

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to receive and file. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS

12.A. CONSIDER REPAIR OPTIONS PROPOSED BY EC CONSTRUCTION TO ADDRESS SINKHOLE NEAR 1 MIDDLERIDGE LANE SOUTH AND PROVIDE DIRECTION TO STAFF

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath

Due to technical difficulties with virtual connection, Mayor Wilson moved to Item 12B.

12.B. DISCUSSION ON THE REPLACEMENT OF THE THREE RAIL FENCE, LOCATED ADJACENT TO PORTUGUESE BEND ROAD NEAR THE MAIN GATE AND FUTURE CAMPUS LANDSCAPING PLAN

Presentation by City Manager Elaine Jeng

Public Comment: Sue Brieholz

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch directing staff to get bids for replacement of the three rail fence. Motion carried with the following vote:

AYES: Black, Mirsch, Mayor Wilson
NOES: Dieringer
ABSENT: Pieper

Mayor Wilson returned to Item 12A

12.A. CONSIDER REPAIR OPTIONS PROPOSED BY EC CONSTRUCTION TO ADDRESS SINKHOLE NEAR 1 MIDDLERIDGE LANE SOUTH AND PROVIDE DIRECTION TO STAFF

Continued presentation by James Bleecker, EC Construction

Public Comment: Alfred Visco

Motion by Councilmember Dieringer, seconded by Councilmember Black to directing staff to authorize the video of the drainage system and the City Manager to execute a professional services agreement with a not-to-exceed amount of $3,300; and bring back a report and revised estimates for repairs. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

13. NEW BUSINESS

13.A. APPROVE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH CBE OFFICE SOLUTIONS FOR A UNITED STATES POSTAL SERVICE COMPLIANT PITNEY BOWES SENDPRO C-AUTO 95 POSTAGE MACHINE; APPROVE AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CBE OFFICE SOLUTIONS TO PURCHASE A DIGITAL COLOR SYSTEM (COPIER / PRINTER / SCANNER) AND SIGN A MAINTENANCE SERVICE AGREEMENT

Presentation by City Clerk / Executive Assistant to the City Manager Christian Horvath

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to approve as presented subject to the pricing for the Digital Color System including the $1000 trade-in deduction for a total purchase price of $9,945. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

13.B. RECEIVE AND FILE A POTENTIAL FINANCING PLAN FOR CITY HALL ADA IMPROVEMENTS CONSTRUCTION

Presentation by City Manager Elaine Jeng

Motion by Councilmember Dieringer, seconded by Mayor Wilson directing staff to submit to the CJPIA an amended loan application and get more details on the loan. Motion carried with the following vote:

AYES: Dieringer, Mirsch, Mayor Wilson
NOES: Black
ABSENT: Pieper

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS FAA'S TWO NEW DEPARTURE PROCEDURES OPPOSED BY THE RPV AND LAWA (WILSON)

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black directing staff to write a letter in opposition. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

Motion for reconsideration by Mayor Pro Tem Mirsch, seconded by Mayor Wilson. Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

Revised motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black directing staff to write a letter in opposition of the FAA's proposal following the points citied in the Rancho Palos Verdes letter.

Councilmember Dieringer made a friendly amendment to include LAWA letter. Friendly amendment was rejected by Mayor Pro Tem Mirsch.

Motion carried unanimously with the following vote:

AYES: Black, Dieringer, Mirsch, Mayor Wilson
NOES: None
ABSENT: Pieper

15. MATTERS FROM STAFF – NONE

16. RECESS TO CLOSED SESSION – 9:16 P.M.

16.A. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6 CITY'S DESIGNATED REPRESENTATIVE: MAYOR PATRICK WILSON UNREPRESENTED EMPLOYEE: CITY MANAGER ELAINE JENG

17. RECONVENE TO OPEN SESSION – 9:29 P.M.

18. ADJOURNMENT: 9:31 P.M.

The meeting was adjourned at 9:31 p.m on February 27, 2023 in memory of Rolling Hills resident Lisa Hansen, Chair of the Norris Foundation. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, March 13, 2023 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: https://www.rolling-hills.org/government/agenda/index.php

All written comments submitted are included in the record and available for public review on the City website.

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Patrick Wilson, Mayor

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.D
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **PAYMENT OF BILLS.**

DATE: **March 13, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230313_PaymentOfBills_E.pdf

CITY OF ROLLING HILLS
AP23-022 & ACH23-038
Check Run 03/09/2023

Check No.	Check Date	Payee	Description	Amount
028029	3/9/2023	Abila	04-18-2023 - 05-17-2023 Accounting Software	326.80
028030	3/9/2023	Alan Palermo Consulting	Jan 29,2023 to Feb 25,2023 Professional Services	2,557.50
028031	3/9/2023	Albert Udero B-17 Construction	CND Refund 1 Packsaddle ZC 21-55	1,000.00
028032	3/9/2023	Best Best & Krieger LLP	January-2023 Legal Services-Land Use Matter # 65277.00010	57.00
028033	3/9/2023	Corken, Nedra	Mileage and Expense Reimbursement 01/04/23 -02/16/23	38.87
028034	3/9/2023	Cox Communications	Phone Service Feb 23 - Mar 25, 2023	158.82
028034	3/9/2023	Cox Communications	Phone/Cable Period 01-26-23 - 02-25-23	158.81
CHECK TOTAL			**$** **317.63**	
028035	3/9/2023	Bea Dieringer	Cal Cities Leaders Conference Exp 11-30-22 - 12-02-22	551.55
028036	3/9/2023	Environmental Design Associates	Landscape Plan Review MWELO Compliance Proj 4 Poppy Trail	875.00
028036	3/9/2023	Environmental Design Associates	Prelimin Landscape Pl Rvw MWELO Compliance 9 PBR ZC 22-81	375.00
CHECK TOTAL			**$** **1,250.00**	
028037	3/9/2023	Konica Minolta Business Solutions USA Inc.	1/11/2023-02/10/2023 for Printer Maintenence	536.90
028038	3/9/2023	County of Los Angeles	Additional Payment for Invoice Credit Error in November 2022	41.00
028038	3/9/2023	County of Los Angeles	Jan 2023 Animal Care Services	126.28
CHECK TOTAL			**$** **167.28**	
028039	3/9/2023	County of Los Angeles	Johns Cyn Rd Traffic Calming Measures Jan-23 Proj N970270287	907.81
028039	3/9/2023	County of Los Angeles	Street Maintenance Dec-22 Drawdown Grp CC9641, N970270287	108.58
CHECK TOTAL			**$** **1,016.39**	
028040	3/9/2023	LA County Sheriff's Department	12-12-22 to 12-19-22 LMT-Traffic Enforcement	1,366.80
028040	3/9/2023	LA County Sheriff's Department	LA County Sheriff Prisoner Maintenance December 2022	158.53
028040	3/9/2023	LA County Sheriff's Department	Law Enforcement Services January 2023 Unit 75768	31,092.99
CHECK TOTAL			**$** **32,618.32**	
028041	3/9/2023	McGowan Consulting	Stormwater Consulting Services January 2023	4,667.90
028042	3/9/2023	Orkin	Monthly Pest Control February 2023	158.00
028043	3/9/2023	Race Communications	03/01/22 - 04/01/23 Broadband Internet Services	1,020.00
028044	3/9/2023	City of Rolling Hills Estates	Repair/Maintenance PVDN & Portuguese Bend Rd 01/01-12/31/23	100.00
028045	3/9/2023	Robert Half	Temp Service Ending 2/17/2023 for Planning	1,448.00
028046	3/9/2023	City of Rancho Palos Verdes	2022 Prepared Peninsula Expo - Food Cost Share	500.00
028046	3/9/2023	City of Rancho Palos Verdes	January 2023 Monthly ALPR Camera Cost	67.67
CHECK TOTAL			**$** **567.67**	
028047	3/9/2023	Standard Insurance Company	Insurance Premiums March 2023	254.58
028048	3/9/2023	True American Roofing	CND Refund #833 14 PBR ZC21-60	1,000.00
028049	3/9/2023	Willdan Inc.	Bldg Plan Check/Permit Jan-2023 Project 101749.00.4000.999	2,660.00
028050	3/7/2023	GPA CONSULTING	Project # 918 Vegetation Management - Dec. 2022	670.00
ACH-183	2/28/2023	The Gas Company	Gas service 01-09-23 to 02-07-23	939.47
ACH-184	12/5/2022	Nextiva	Business Phone Service December 2022	305.64
ACH-185	1/5/2023	Nextiva	Business Phone Service January 2023	310.30

Check No.	Check Date	Payee	Description	Amount
ACH-186	2/3/2023	Nextiva	Business Phone Service February 2023	310.30
ACH-187	2/17/2023	Pitney Bowes	Postage for Month of February 2023	1,510.00
ACH-188	2/28/2023	Southern California Edison	Electricity Usage 01-18-23 to 02-14-23	427.14
ACH-189	12/5/2022	Southern California Edison	Electricity Usage 10-24-22 to 11-21-22	999.72
ACH-190	2/6/2023	Southern California Edison	Electricity Usage 12-22-22 to 01-23-23	989.28
PR LINK	2/21/2023	PR LINK - Payroll & PR Taxes PR#4	Payroll Processing Fee PR#4 02/08/2023 - 02/21/2023	69.96
PR LINK	2/21/2023	PR LINK - Payroll & PR Taxes PR#4	Pay Period - PR#4 02-08-2023 - 02-21-2023	24,707.11
				$ 83,553.31

I, Elaine Jeng, City Manager of Rolling Hills, California certify that the above demands are accurate and there is available in the General Fund a balance of

83,553.31 for the payment of above items.

3/9/2023

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **RECEIVE AND FILE THE ANNUAL PROGRESS REPORTS FOR THE GENERAL PLAN.**

DATE: **March 13, 2023**

BACKGROUND:
The annual progress reports (APRs) for the General Plan and Housing Element are due on April 1, 2023. Government Code Section 65400 and 65700 mandates that all cities and counties submit an annual report on the status of the General Plan and progress in its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD). Government Code section 65400 also requires that each city, county, or city and county, including charter cities, prepare an APR on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the California Department of Housing and Community Development (HCD).

The APRs provide local legislative bodies and the public with information regarding the implementation of the General Plan for their city or county. APRs also inform the public of the progress in meeting the community's goals. APRs must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular meeting agenda.

The Housing Element APR will be brought to City Council at the March 27, 2023 meeting. Data is still being collected on the number of housing units permitted.

DISCUSSION:
The General Plan APR provides an overview of recent updates to elements and how the City complies with OPR's guidelines. It summarizes the actions related to the General Plan over the past year, including adopted ordinances and resolutions. It also summarizes the City's efforts in updating the Housing Element and Safety Element.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PL_GPN_APR_2022_RollingHillsGeneralPlanAPR.pdf

City of Rolling Hills

INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

March 14, 2023

Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

SUBJECT: ROLLING HILLS' 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

Dear Sir or Madam:

This serves as the City of Rolling Hills' 2022 General Plan Annual Progress Report (GP APR) to the Governor's Office of Planning and Research (OPR).

The Rolling Hills General Plan was last updated in its entirety on June 25, 1990. Its purpose is to comply with State law in guiding the physical development of the City; provide a long-range plan for future development in the City, which is sensitive to existing development patterns; and represents the desires of the community through an extensive public outreach process. The Rolling Hills General Plan includes the following elements:

- Land Use Element (Amended February 8, 2021)
- Housing Element (6th Cycle adopted September 26, 2022; discussion below)
- Circulation Element
- Open Space/Conservation Element
- Safety Element (Revised update adopted October 24, 2022; discussion below)
- Noise Element

Compliance

The Rolling Hills General Plan complies with OPR's General Plan Guidelines. The following is a summary of actions related to the General Plan and updated Municipal Code sections over the past year:

- The City currently has no moratoriums related to the General Plan.
- On March 14, 2022, Ordinance No. 375 was adopted to prohibiting new plantings of high hazardous plants and trees, including pines, pampas grass, palms, juniper, acacia shrubs, eucalyptus, cedar, cypress, and Italian cypress. This meets the City's Open Space and

Conservation Element Policy 1.1, 1.2, and 1.3 which encourage natural habitat and wildlife and drought-resistant landscaping.

- On August 8, 2022, Ordinance No. 377 was adopted amending various Municipal Code sections related to employee, supportive, and transitional housing in compliance with State Housing Law.
- On August 8, 2022, Ordinance No. 378 was adopted amending the Municipal Code regarding family day care homes to comply with SB 234 and State Housing Law.
- On August 8, 2022, Ordinance No. 379 was adopted adding Chapter 17.62 to the Rolling Hills Municipal Code regarding density bonuses and other affordable housing incentives required by State law. Specifically, California's Density Bonus Law (Government Code Section 65915) encourages developers to build affordable housing by requiring cities to grant a density bonus, concessions, incentives, and waivers of development standards for projects that commit certain percentages of their units to affordable housing.
- On August 22, 2022, Ordinance No. 376 was adopted regarding accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with 2019 ADU Laws, AB 3182, and AB 345.
- On November 14, 2022, Ordinance No. 380 was adopted amending the Rolling Hills Municipal Code regarding stormwater management and pollution control to comply with the Regional Municipal National Discharge Elimination System (NPDES) Stormwater Permit. This is consistent with Rolling Hills Open Space and Conservation Element Policies 1.4 and 1.7 regarding grading regulations, soil stability, erosion prevention, and the preservation of natural watershed areas.
- On December 13, 2022, Urgency Ordinance No. 381-U was adopted and immediately went into effect updating the ADU Ordinance to meet SB 897 approved by the State Legislature in September 2022. On January 9, 2023, Ordinance No. 381 was adopted as a permanent ordinance. Ordinance 381-U and 381 amended requirements for height limits, setbacks, application review and denial procedures, unpermitted structures, and JADU configurations in compliance with SB 897.
- On December 13, 2022, Urgency Ordinance No. 382-U was adopted and immediately went into effect referencing the Los Angeles County Code incorporating the 2022 California Building Code, Electrical Code, Plumbing Code, Mechanical Code, Residential Code, Green Building Standards Code, and Existing Building Code. On January 9, 2023, Ordinance No. 382 was adopted as a permanent ordinance referencing the same. The Ordinances meet the City's Safety Element goals and policies to minimize loss of life, injury, and property damage resulting from geologic hazards, flood hazards, fire hazards, and hazardous materials.

Housing Element Update

The Housing Element must demonstrate that Rolling Hills has the capacity to meet the Regional Housing Needs Allocation (RHNA) assigned by the Southern California Association of Governments. It must further demonstrate that the City is planning to meet the housing needs of its existing and potential future residents and is "affirmatively furthering fair housing" as required by State law.

The housing allocation for Rolling Hills for the Sixth Cycle 2021-2029 period is 45 units, including:

- 20 very low-income units
- 9 low-income units
- 11 moderate-income units
- 5 above moderate-income units

Each city must plan for the type of housing it has been assigned. In the case of very low- and low-income units, this typically requires sites that are zoned for multi-family housing. Accessory dwelling units (ADUs) may be counted as low- and moderate-income units if the City has sufficient data on rents and construction trends to support its conclusions.

The 2021-2029 Housing Element includes the following contents:

- An Introduction that describes the purpose of the document and the update process
- An Evaluation of the last Housing Element (certified by HCD in July 2021)
- Housing Needs Assessment
- Housing Opportunities and Resources, which includes an analysis of potential housing sites and the potential for ADUs
- Constraints to Housing Production, including zoning, standards for different housing types, permitting processes, fees, and code requirements---as well as land and construction costs, CC&Rs, infrastructure, and environmental constraints
- Housing goals, policies, objectives, and programs
- Three appendices, one of which is new and two of which are carried over from the prior Housing Element
    - Appendix A is the State-mandated fair housing evaluation
    - Appendix B is an analysis of the Rancho Del Mar School site
    - Appendix C presents the results of the November 2020 ADU survey

The Housing Element provides data supporting the finding that at least 13 of the future ADUs will be affordable to lower income households based on data from the Southern California Association of Governments (SCAG), the City's 2020 ADU resident survey, and local real estate ads. The forecast of five ADUs per year is based on the City's track record of approving nine ADUs in 2021 alone.

Much of the program focus of the Housing Element is on ADU production. No rezoning is proposed. The Element recommends an ADU roster, a list of potential ADUs, an annual ADU survey, coordination with the Rolling Hills Community Association (RHCA) on the review of

ADUs, potential grant funding for “pre-approved” ADU plans and septic tank improvements, additional outreach to residents on ADU opportunities, and an update to the RHCA design guidelines to acknowledge ADUs.

The Element also proposes monitoring opportunities on the Rancho Del Mar site and coordinating with the Palos Verdes Peninsula School District and non-profit development community on the potential for housing there. It further proposes minor zoning amendments to comply with state laws regarding supportive housing, transitional housing, and employee housing. The Element also proposes retaining a third-party fair housing services provider to handle fair housing outreach and case management in the City. Most of the other programs are carried forward from the prior Housing Element, including ongoing code enforcement and energy conservation programs, and sewer feasibility studies.

The Housing Element update was funded in part by the Local Early Action Planning (LEAP) grant for $65,000. The LEAP grant was awarded by the California Department of Housing and Community Development (HCD) on September 2, 2020.

The City published its Draft 6th Cycle Element on December 3, 2021, and circulated this draft for a State-mandated 30-day review period. The Planning Commission convened a hearing on December 16, 2021 to discuss the Draft and provide an opportunity for public comment during the 30-day period.

On January 10, 2022, the Rolling Hills City Council directed staff to submit a working draft of the 2021-2029 Housing Element to HCD for their review. All California cities are required to have their documents reviewed by HCD before adoption. Once HCD receives the Draft, it has 90 days to issue a “findings” letter indicating the revisions to the document that are needed to receive State certification. Rolling Hills submitted its draft on January 11, 2022 and received its State comments on April 11, 2022. The State indicated that the City had met many of the statutory requirements but indicated the Element required revision before it could be certified. Their findings letter requested 34 changes, some of which were specific and others that were more generalized.

On April 22, 2022, City staff and its Housing Element consultant met with the HCD reviewer by Zoom to go over the State’s comments. The reviewer provided guidance on how the City could respond to some of the comments. The City then prepared written responses to each of the 34 HCD comments. It also prepared a “tracked change” and “clean” copy version of the Housing Element, making it easier for City officials, the public, and State reviewers to see the changes between the two documents. The new version of the document was referred to as the “Adoption Draft” (the prior version was referred to as the “HCD Draft).”

The Adoption Draft was presented to the Planning Commission on May 17, 2022, and to the City Council on May 23, 2022. The document was resubmitted to the State on May 24, 2022. Under State law, HCD had up to 60 days to review the updated draft. HCD’s comments were received on July 21, 2022.

HCD's comments was generally positive and indicated a much smaller list of objections. Whereas the April 11 letter had 34 comments, the July 21 letter had only five comments. City staff and its Housing Element consultant met with HCD via Zoom on August 5, 2022 to review the comments. HCD provided further guidance on the comments and ideas for the City to consider in developing its response. The project team revised the Adoption Draft in late August and early September. Concurrently, the City completed the required environmental review of the Housing Element, including publication of an Initial Study and Mitigated Negative Declaration (IS/MND) for the project.

On September 13, City staff requested an informal ("technical assistance") review of the proposed Housing Element revisions by HCD. The City's submittal to HCD included written responses to their five comments, and a tracked change version of Chapters 5 and 6. The revised Housing Element was published and posted to the City's website on September 15. On September 18, the City received an email from HCD indicating the revised document had satisfactorily responded to HCD's comments and the Housing Element could now be certified. HCD staff indicated the City could proceed with adoption and then submit the document for a formal compliance finding and letter.

On September 20, the Rolling Hills Planning Commission convened a public hearing on the Housing Element. The Commission unanimously approved Resolution 2022-15, recommending that the City Council adopt the IS/MND and adopt the 2021-2029 Rolling Hills Housing Element as presented.

On September 26, the City Council adopted the 2021-2029 Sixth Cycle Rolling Hills Housing Element and the associated IS/MND. On September 28, the adopted Housing Element was sent to HCD for review for compliance with State Housing Element Law (Article 10.6 of the Government Code).

On November 15, HCD informed the City's consultant, Barry Miller, that minor technical modifications to Chapter 6 of the Housing Element were needed before the Housing Element could be certified. These included additional metrics for certain programs:

- Program 3 – Add metric for additional multifamily
- Program 4 – Add metrics, especially employees
- Program 6.8 – Add metric
- Program 9 – Increase metric, go beyond senior homeowners
- Program 13 – Increase metric, go beyond Rolling Hills residents
- Program 20 – Convert metric to assisted households

On November 21 and 22, City Staff and its consultant, Mr. Barry Miller, were able to speak with HCD staff to make sure their issues were adequately addressed. HCD's position was that the requested edits were technical in nature and not substantive as they did not modify program language, commit the City to additional actions, or result in a larger number of total housing

units. Staff responded to HCD's request with the following edits:

- Added a sentence regarding housing mobility in the region and discussed the potential for a density bonus on the Rancho Del Mar site, which was already discussed elsewhere (Program 3).
- Increased the 8-year target for the number of persons working in Rolling Hills who might also be able to live in the city from four to six (Program 4).
- Held the number of projected Accessory Dwelling Units (ADUs) constant at 40 units, but redistributed the units among income groups to more closely match the RHNA targets.
- This means the City should aspire to create 18 ADUs that are "affordable by design" to lower income (instead of 13), 15 ADUs that are "affordable by design" to moderate (instead of 8 units), and 7 ADUs that meet Above Moderate affordability criteria (instead of 19 units) (Program 6).
- Increased the target for ADUs that could potentially be built by a nonprofit from four to seven —to align with Program 9 (Program 6.8).
- Aligned the number of extremely low-income households in Program 9 with the number of extremely low income ADUs (seven in both cases).
- Increased home-sharing target from six persons to eight persons (Program 13).
- Increased fair housing target from three persons to five persons (Program 20).

In its communication with the City, HCD noted that these edit aspirational targets and that it was not asking the City to change its ADU programs or introduce any new requirements. There were also a few non-substantive edits made for internal consistency.

On November 23, 2022, HCD sent the City a letter indicating the Housing Element, along with technical modifications, was in full compliance with State Law. The City is grateful for HCD's review and certification!

Safety Element Update

The City began its efforts to update the Safety Element in mid-2020 after being awarded a grant from the Governor's Office of Emergency Services (CalOES). The City obtained the professional services of Rincon Consultants, Inc. to prepare the Safety Element. Once completed, the Safety Element was sent to the California Board of Forestry and Fire Protection for review, but no recommendations or changes were made.

On January 18, 2022, a presentation on the Safety Element was made to the Planning Commission. The presentation provided an overview on new legislation, policies, and topics included in the Safety Element. On February 15, 2022, the Planning Commission held a public hearing and recommended unanimously that the City Council adopt the Safety Element Update.

On March 14, 2022, the City Council considered adopting the Safety Element Update; however, due to concerns regarding the environmental document, the Council continued the item to March 28, 2022. On March 18, 2022, the City requested a time extension on the grant from CalOES,

which was granted to July 15, 2022.

On March 28, 2022, the City Council adopted an update to the Safety Element ("Safety Element Update") to comply with recent legislation and effectuate revisions contemplated by funding awarded to the City from the Governor's Office of Emergency Services ("CalOES").

On March 30, 2022, the City sent a copy of the adopted Safety Element Update to CalOES for review. CalOES review and approval of the Safety Element Update is necessary for the City to receive grant funding under CalOES's "Hazard Mitigation Grant Program." Based on the Period of Performance (POP), the City had until January 15, 2023, to complete the grant requirements. On June 16, 2022, the City requested a second time extension for the grant at the request of CalOES so the grant could be properly closed. The second request extended the grant to January 15, 2023.

On September 2, 2022, CalOES informed the City that it would not award funding under the Hazard Mitigation Grant Program until the City's Safety Element satisfied the requirements of Assembly Bill 2140 ("AB 2140"). To do so, CalOES advised that:

1. The Safety Element must include language stating that the City's Local Hazard Mitigation Plan ("LHMP") is part of the Safety Element;
2. The Safety Element must direct readers to the location of the LHMP (e.g., via a website link); and
3. The City Council resolution updating the Safety Element should confirm that the LHMP is adopted into the Safety Element.

On October 18, 2022, the Planning Commission held a duly noticed public hearing on the update to the Safety Element to incorporate CalOES's requested AB 2140 revisions and voted to recommend approval to the City Council. On October 24, 2022, the City Council held a duly noticed public hearing and agreed with the Planning Commission's recommendation. The revised Safety Element was adopted to incorporate the requirements of AB 2140.

Thank you for your consideration. If you have any questions regarding the contents of this letter, please feel free to contact me at 310-377-1521 or email jsigno@cityofrh.net.

Sincerely,

John F. Signo, AICP
Director of Planning and Community Services

Agenda Item No.: 8.F
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **ADOPT BY RESOLUTION NO. 1331 AUTHORIZING A BUDGET MODIFICATION OF $7,390.58 FOR LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS VIDEO INSPECTION OF THE MIDDLERIDGE LANE NORTH/SOUTH DRAINAGE SYSTEM AND SUBSEQUENT RECOMMENDATIONS BASED ON FINDINGS SPECIFIC TO THE VIDEO EVALUATION PERFOMED IN 2022**

DATE: **March 13, 2023**

BACKGROUND:
The December 2021 rainstorms caused three sinkholes on Middleridge Lane, North and South. Working with the Los Angeles County Department of Public Works (LACDPW) to address the sinkholes, the department found a 1972 signed agreement between the Los Angeles County Flood Control District and Rolling Hills noting that the City is responsible for the maintenance of a storm drain line along Middleridge Lane North and South. The sinkholes, located adjacent to the roadway on Middleridge Lane South were caused by breaks in the subject storm drain line as with the sinkhole on 1 Middleridge Lane North.

The City made emergency repairs on three areas of the storm drain system between February and April 2022. In September 2022, staff was alerted to another section at 3 Middleridge Lane North creating safety issues on private property and the City Council directed staff to address via emergency repairs as well.

In anticipation of the rainy season and to gain a better understanding of the City's future obligations in addressing the maintenance and functionality of the existing drainage infrastructure, the City Council directed staff to contract LACDPW to perform a video inspection of the entire storm drain line. The estimated cost of service was $2,532.

The video showed severe corrosion and damage in varying degrees through the majority of the line (excluding the portions repaired via emergency orders in 2022) including segments underneath two independent sections of roadway at Middleridge Lane North and Middleridge Lane South. Video images and reports provided by the LACDPW are attached to this report.

In November, 2022, the City requested and approved a $6,000 estimate from LACDPW to prepare repair recommendations for the remainder of the conveyance system. LACDPW anticipated providing a proposal by January 30, 2023.

DISCUSSION:
Staff recently received an invoice of $3,890.58 for the evaluation of the video findings and recommendations from LACDPW (see attached.) LACDPW's comments were as follows "Upon reviewing the provided videos and reports, we recommend replacing the 18" corrugated metal pipe with reinforced concrete pipe and rehabilitating the remaining 24" and 36" corrugated metal pipes. The fee for a detailed recommendation is $10,000 and would require two weeks to produce after confirmation of funding received."

Although staff is still waiting on an invoice specific to the video inspection, LACDPW has advised that $3,500 will cover the actual cost.

FISCAL IMPACT:
The evaluation/recommendations specific to the storm drain line is an unexpected expense and not budgeted in the FY 2022-2023 adopted budget. As such, Council action is needed to amend the budget to increase budgeted appropriations by $7,390.58 which will be funded from available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_DRA_221102_CSRT_RecRequest_MiddleridgeNS.pdf
ResolutionNo1331_LACDPW_VideoInspectionRecs_Budget Amendments.pdf

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE, ALHAMBRA, CALIFORNIA 91803

INVOICE NO:	RE - PW - 23021303945
INVOICE DATE:	02/13/23
CUSTOMER NO:	C000162
ADDRESS ID:	PW70001
AMOUNT DUE:	$3,890.58

☐ "X" THE BOX IF YOUR NAME, ADDRESS OR TELEPHONE HAS CHANGED.
PLEASE MAKE THESE CHANGES TO YOUR NAME OR ADDRESS PRINTED BELOW.

PAYMENT METHOD

☐ CHECK ☐ MONEY ORDER

AMOUNT ENCLOSED: $

PLEASE WRITE INVOICE NUMBER ON FRONT
OF CHECK OR MONEY ORDER. DO NOT MAIL CASH.

CITY OF ROLLING HILLS
2 PORTUGUESE BEND RD.
ROLLING HILLS CA 90274

PLEASE MAKE CHECKS PAYABLE TO:

LOS ANGELES COUNTY PUBLIC WORKS
FISCAL DIVISION
P.O. BOX 2399
LOS ANGELES CALIFORNIA 90051-0399

6901023021303945000000000003890580038905839088

DETACH AND MAIL TOP PORTION OF THIS INVOICE WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE
IF PAYMENT IS FOR MULTIPLE INVOICES, PLEASE INCLUDE OR LIST ALL INVOICES TO ENSURE PROPER CREDIT TO YOUR ACCOUNT

PLEASE RETAIN THIS PORTION FOR YOUR FILES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS. P.O. BOX 2399, LOS ANGELES, CA 90051-0399

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE, ALHAMBRA, CALIFORNIA 91803

INVOICE NO:	RE - PW - 23021303945
INVOICE DATE:	02/13/23
CUSTOMER NO:	C000162
ADDRESS ID:	PW70001
AMOUNT DUE:	$3,890.58

CUSTOMER NAME: CITY OF ROLLING HILLS
CUSTOMER ADDRESS: 2 PORTUGUESE BEND RD.
ROLLING HILLS CA 90274

INVOICE PAYMENT
ACCT#_____
AMOUNT $_____
REF:_____
SIGNED_____

BILLING PERIOD: THROUGH JANUARY 2023. PLEASE NOTE LABOR AND EQUIPMENT CHARGES ARE THROUGH THE 15TH OF THE MONTH.

DRAWDOWN GROUP: CC9640
DRAWDOWN DESCRIPTION: DRHL270246

INVOICE SUMMARY

CHARGE DESCRIPTION	INVOICE PAYMENT	AMOUNT
TOTAL CURRENT CHARGES	ACCT#_____ AMOUNT $ 3,890.58	$3,740.94
CONTRACT CITIES LIABILITY INSURANCE TRUST FUND	REF: LACo DPW – Middleridge Drainage evaluation	$149.64
PROJECT DEPOSITS APPLIED	SIGNED_____	$0.00
	TOTAL AMOUNT DUE:	$3,890.58

RECEIVED
FEB 21 2023
City of Rolling Hills
By NC

DUE AND PAYABLE WITHIN 30 DAYS OF INVOICE DATE

CUSTOMER SERVICE HOTLINE: (626) 458-5990

FOR THE HEARING IMPAIRED: TDD 1-800-735-2929

FOR DEPARTMENT OF PUBLIC WORKS ONLY
AR DEPT/BPRO: PW - BPA01

FUND	BSA	RSRC	AMOUNT
B03 - PUBLIC WORKS - ROAD FUND	-	9481 - CONTRACT CITIES-VARIOUS SERVIC	$3,740.94
V68 - PUBLIC WORKS REVENUE CLEARING	7771 - PW-LIABILITY INSURANCE COLLECT	-	$149.64

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE, ALHAMBRA, CALIFORNIA 91803

INVOICE NO:	RE - PW - 23021303945
INVOICE DATE:	02/13/23
CUSTOMER NO:	C000162
ADDRESS ID:	PW70001
AMOUNT DUE:	$3,890.58

CUSTOMER NAME: CITY OF ROLLING HILLS

CUSTOMER ADDRESS: 2 PORTUGUESE BEND RD.
ROLLING HILLS CA 90274

BILLING PERIOD: THROUGH JANUARY 2023. PLEASE NOTE LABOR AND EQUIPMENT CHARGES ARE THROUGH THE 15TH OF THE MONTH.

DRAWDOWN GROUP: CC9640

DRAWDOWN DESCRIPTION: DRHL270246

SUMMARY OF CHARGES BY PROJECT

PROJECT	PROJECT DESCRIPTION	AMOUNT
DRHL270246	SR270246 - Middleridge Ln North/South, Rolling Hills (Jeng)	$3,740.94

TOTAL CURRENT CHARGES:	$3,740.94
CONTRACT CITIES LIABILITY INSURANCE TRUST FUND:	$149.64
PROJECT DEPOSITS APPLIED:	$0.00
TOTAL AMOUNT DUE:	$3,890.58

LOS ANGELES COUNTY PUBLIC WORKS
900 SOUTH FREMONT AVENUE, ALHAMBRA, CA 91803

INVOICE NO:	**RE-PW-23021303945**
INVOICE DATE:	**02/13/23**
CUSTOMER NO:	**C000162**
ADDRESS ID:	**PW70001**
AMOUNT DUE:	**$3,890.58**

CUSTOMER NAME: CITY OF ROLLING HILLS
DRAWDOWN GROUP: CC9640
DRAWDOWN DESCRIPTION: DRHL270246

PLEASE RETAIN THIS PORTION FOR YOUR FILES
LOS ANGELES COUNTY PUBLIC WORKS. P.O.BOX 2399, LOS ANGELES, CA 90051-0399

INVOICE DETAIL

PROJECT: DRHL270246 **PROJECT DESCRIPTION:** SR270246 - Middleridge Ln North/South, Rolling Hills (Jeng)
SR270246

DESCRIPTION	TASK ORDER DESCRIPTION	UNITS	AMOUNT
SERVICE DATE: 01/03/23			
MASIS HRAYR MARKOSSIAN	Review Design Plns Prepared by Conslt	2 H	343.75
		SUBTOTAL:	**343.75**
SERVICE DATE: 01/04/23			
CHAY CHUNG TANG	Provide Engineering Services	3 H	612.78
MASIS HRAYR MARKOSSIAN	Review Design Plns Prepared by Conslt	1 H	171.90
		SUBTOTAL:	**784.68**
SERVICE DATE: 01/05/23			
HOSAM AHMAD ITANI	Review Design Plns Prepared by Conslt	10 H	731.31
		SUBTOTAL:	**731.31**
SERVICE DATE: 01/09/23			
MASIS HRAYR MARKOSSIAN	Review Design Plns Prepared by Conslt	2 H	343.75
		SUBTOTAL:	**343.75**
SERVICE DATE: 01/10/23			
CHAY CHUNG TANG	Provide Engineering Services	2 H	408.53
HOSAM AHMAD ITANI	Review Design Plns Prepared by Conslt	6 H	438.80
		SUBTOTAL:	**847.33**
SERVICE DATE: 01/11/23			
CHAY CHUNG TANG	Provide Engineering Services	1 H	204.26
		SUBTOTAL:	**204.26**
SERVICE DATE: 01/12/23			
CHAY CHUNG TANG	Provide Engineering Services	1 H	204.26
HOSAM AHMAD ITANI	Review Design Plns Prepared by Conslt	1.5 H	109.70
MASIS HRAYR MARKOSSIAN	Review Design Plns Prepared by Conslt	1 H	171.90
		SUBTOTAL:	**485.86**

DeRS Report ID: AR-M-DFNTSI-1.111

LOS ANGELES COUNTY PUBLIC WORKS
900 SOUTH FREMONT AVENUE, ALHAMBRA, CA 91803

INVOICE NO:	**RE-PW-23021303945**
INVOICE DATE:	**02/13/23**
CUSTOMER NO:	**C000162**
ADDRESS ID:	**PW70001**
AMOUNT DUE:	**$3,890.58**

CUSTOMER NAME: CITY OF ROLLING HILLS
DRAWDOWN GROUP: CC9640
DRAWDOWN DESCRIPTION: DRHL270246

PLEASE RETAIN THIS PORTION FOR YOUR FILES
LOS ANGELES COUNTY PUBLIC WORKS. P.O.BOX 2399, LOS ANGELES, CA 90051-0399

INVOICE DETAIL

PROJECT: DRHL270246 **PROJECT DESCRIPTION:** SR270246 - Middleridge Ln North/South, Rolling Hills (Jeng)
SR270246

LEGEND: H = HOUR M = MILE Q = QUANTITY

TOTAL:	**$3,740.94**
CONTRACT CITIES LIABILITY INSURANCE TRUST FUND:	**$149.64**
PROJECT DEPOSIT:	**$0.00**
TOTAL AMOUNT DUE:	**$3,890.58**

DeRS Report ID: AR-M-DFNTSI-1.111

LOS ANGELES COUNTY PUBLIC WORKS
900 SOUTH FREMONT AVENUE, ALHAMBRA, CA 91803

INVOICE NO:	**RE-PW-23021303945**
INVOICE DATE:	**02/13/23**
CUSTOMER NO:	**C000162**
ADDRESS ID:	**PW70001**
AMOUNT DUE:	**$3,890.58**

CUSTOMER NAME: CITY OF ROLLING HILLS
DRAWDOWN GROUP: CC9640
DRAWDOWN DESCRIPTION: DRHL270246

PLEASE RETAIN THIS PORTION FOR YOUR FILES
LOS ANGELES COUNTY PUBLIC WORKS. P.O.BOX 2399, LOS ANGELES, CA 90051-0399

INVOICE DETAIL

PROJECT: DRHL270246 **PROJECT DESCRIPTION:** SR270246 - Middleridge Ln North/South, Rolling Hills (Jeng)
SR270246

SUMMARY OF CHARGES

LABOR	$3,740.94
EQUIPMENT	$0.00
MATERIAL	$0.00
CHARGEBACK	$0.00
OTHERS	$0.00
TOTAL CURRENT CHARGES	$3,740.94
CONTRACT CITIES LIABILITY INSURANCE TRUST FUND	$149.64
PROJECT DEPOSIT	$0.00
TOTAL AMOUNT DUE	$3,890.58

DeRS Report ID: AR-M-DFNTSI-1.111

CSRTS

FAQ | Disclaimer | Contact Us

Home Requests Search Reports Docs Administration -Request No.- Go

- - ACTION MENU - - Go

Request No.: **270246** Status: **Completed**

City Service Request

Requesting City:	Rolling Hills	**Date Submitted:**	11/02/2022
Estimated Project Amount:	*not defined*	**Purchase Order No:**	
Desired Completion:	11/16/2022		

Subject: Request Recommendations to Address Findings for CSRTS #270148

Location: Middleridge Lane North/South, Rolling Hills

Upon receipt of the findings, scoring and video for work performed under # 270148, the City requests recommendations from DPW for addressing/repairing the issues based on the results.

General Services > [Other] > Other (Detail in Subject)

Requested By: *Elaine Jeng 3103771521*
Approved By: *Elaine Jeng 3103771521*

County Summary

Cost Estimate:	$6,000.00
Est. Completion Date:	01/16/2023
Actual Completion Date:	01/30/2023
Your Service Representative:	Maryam Adhami (626) 458-7137
City Services CSRTS Office:	Paul Barbe (626) 458-7139

County Work Comment:
Please approve this request to provide an estimate for preparing a design recommendation for the subject request. The deliverable for this $6,000 request is a fee proposal for developing a design recommendation. Thank you.

Primary Operating Division: Design Division

Division	Name	Phone
Design Division	Manuel Orellana	(626) 458-7966
Design Division	Youn Sim	(626) 458-7802
Stormwater Maintenance Division	Jemellee Quintana-Cruz	(562) 861-0316

City Service Representative: Maryam Adhami (626) 458-7137

History

Date	Remark	User
11/02/22 03:43 PM	New request auto-routed to servicing division.	Elaine Jeng
11/17/22 04:43 PM	Initial estimated completion date entry. (01/16/2023) ($6,000.00)	Manuel Orellana
11/17/22 04:43 PM	*County Work Comment:* Please approve this request to provide an estimate for preparing a design recommendation for the subject request. The deliverable for this $6,000 request is a fee proposal for developing a design recommendation. Thank you.	Manuel Orellana
11/21/22 01:06 PM	Estimates approved by city.	Elaine Jeng
01/17/23 11:23 AM	*Comments:* Following up on this project... please advise.	Elaine Jeng
01/19/23 04:50 PM	*Comments:* Hello, we expect to provide the proposal by January 30th. Thank you.	Manuel Orellana
01/30/23 03:58 PM	*Comments:* Hello, Upon reviewing the provided videos and reports, we recommend replacing the 18" corrugated metal pipe with reinforced concrete pipe and rehabilitating the remaining 24" and 36" corrugated metal pipes. The fee for a detailed recommendation is $10,000 and would require two weeks to produce after confirmation of funding received.	Manuel Orellana
01/30/23 04:29 PM	Status changed from Approved to Completed	Manuel Orellana

SERVICES

RESOLUTION NO. 1331

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS BY $7,390.58 IN THE GENERAL FUND FUNDED FROM RESERVES FOR THE LOS ANGELS COUNTY DEPARTMENT OF PUBLIC WORKS' VIDEO INSPECTION OF THE MIDDLERDIGE LANE NORTH/SOUTH DRAINAGE SYSTEM AND SUBSEQUENT RECOMMENDATIONS BASED ON FINDINGS SPECIFIC TO THE VIDEO EVALUATION PERFORMED IN 2022

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. Previously City Council gave direction to City staff to contract with Los Angeles County Department of Public Works ("LACDPW") to perform a video inspection of the City's storm drain. At the time the estimated cost for this service was $2,532.

C. In November, 2022, the City requested and approved a $6,000 estimate from LACDPW to prepare repair recommendations for the repair of the storm drain.

D. Recently, staff received an invoice for $3,890.58 from LACDPW for the evaluation of the video findings and recommendations. As part of the more general recommendations, LACDPW posited that a detailed recommendation for recommendations would be $10,000.

E. Staff is awaiting an invoice specific to the video inspection services from LACDPW; however LACDPW has advised that $3,500 will cover the cost. Thus, this $3,500 plus the existing $3,890.58 equals $ 7,390.58

D. The City desires to increase appropriations in the General Fund by $7,390.58 to fund the video work and evaluation of the video findings and recommendations from LACDPW.

Section 2. The sum of seven thousand, three hundred and ninety dollars and fifty eight cents ($7,390.58) is hereby appropriated in the General Fund from reserves to fund the video and video evaluation and repair recommendations from LACDPW..

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 13th day of March, 2023

_____
PAT WILSON
MAYOR

ATTEST:

_____

CHRISTIAN HORVATH
CITY CLERK

Agenda Item No.: 12.A
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **ACCEPT BID PROPOSAL FROM EC CONSTRUCTION FOR EMERGENCY STORM DRAIN REPAIRS AND LINING AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH; ADOPT BY RESOLUTION NO. 1327 APPROVING THE EMERGENCY WORK; ADOPT BY RESOLUTION NO. 1328 AUTHORIZING A BUDGET MODIFICATION OF $450,742.50; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA**

DATE: **March 13, 2023**

BACKGROUND:
The December 2021 rainstorms caused three sinkholes on Middleridge Lane, North and South. Working with the Los Angeles County Department of Public Works to address the sinkholes, the department found a 1972 signed agreement between the Los Angeles County Flood Control District and Rolling Hills noting that the City is responsible for the maintenance of a storm drain line along Middleridge Lane North and South. The sinkholes, located adjacent to the roadway on Middleridge Lane South, were caused by breaks in the subject storm drain line as with the sinkhole on 1 Middleridge Lane North. The City made emergency repairs on three areas of the storm drain system between February and April 2022.

In September 2022, staff was alerted to another section at 3 Middleridge Lane North creating safety issues on private property and the City Council directed staff to address via emergency repairs as well. That project was officially accepted as completed during the December 13, 2022 City Council meeting.

Staff was notified over the weekend of January 14, 2023 that another sinkhole had developed adjacent to 1 Middleridge Lane South just south of the repaired segments from January 2022. On Wednesday, January 18, 2023, staff met on site with the City contracted inspector from Onward Engineering to evaluate the situation. Staff also provided the inspector with documentation and pipeline video from LA County Department of Public Works (LACDPW.)

On January 23, 2023, the City Council directed staff to have EC Construction (ECC) provide repair proposal to address the sinkholes that developed over the weekend of January 14, 2023. The City Council also directed staff to engage Onward Engineering to provide recommendations using the CCTV data to properly maintain the entire drainage system and to request the Rolling Hills Community Association to cover the sinkholes.

On January 30, 2023, LACDPW made the following comment in the City Service Request portal based on their initial and preliminary evaluation of the previous video inspection. It read as such: "Upon reviewing the provided videos and reports, we recommend replacing the 18" corrugated metal pipe with reinforced concrete pipe and rehabilitating the remaining 24" and 36" corrugated metal pipes. The fee for a detailed recommendation is $10,000 and would require two weeks to produce after confirmation of funding received."

On February 13, 2023, the City Council directed staff to work with ECC to bring back an agreement and resolution for the 600 linear square feet of lining; and request that a representative from ECC attend the February 27, 2023 meeting.

On February 27, 2023, the City Council directed staff to authorize the video of the drainage system and the City Manager to execute a professional services agreement with a not-to-exceed amount of $3,300; and bring back a report and revised estimates for repairs.

DISCUSSION:
In order to assess any potential further damage since the last video inspection by LACDPW in the fall, ECC performed a video inspection of the drainage system from the start point on Middleridge Lane South to the intersection of Middleridge North and South on Monday, March 6, 2023.

The following are some observations/conclusions from the video:

1. The storm drain line has extensive damage to the bottom of the pipe. More than 90% of the current system is missing at least 1’ in width of the bottom of the pipe.
2. The majority of the system contains a lot of debris and trash that has accumulated from the rains so far this year. All of the debris needs to be cleaned out prior to any repairs or lining. If the debris is left inside, it will rip the lining and essentially make it useless.
3. The video crawler detected three (3) areas where the existing 24” CMP has collapsed. Prior to lining, ECC will need to excavate, remove the collapsed CMP, and install a new stick (20 Linear Feet) of Corrugated Metal Pipe (CMP.) This is known as a point repair. Therefore, three (3) point repairs totaling 60 LF.
4. Once the trash and debris are cleaned from the line, the three (3) point repairs are completed, and the void at the bottom of the pipe is filled with slurry/sandbags, the entire system will be ready to be lined.

Once these 4 items are performed, ECC believes the Cured In Place Pipe (CIPP) lining continues to be the most effective and efficient way for the City to move forward on this project.

ECC has provided a revised estimate that includes all associated costs based on the above observations/conclusions and complete lining of the entire drainage system, 820 linear feet of CIPP, for $391,950.

As originally directed at the January 23, 2023 City Council meeting, attached to this report are Resolution 1327 (emergency work) and Resolution 1328 (budget amendment) for approval to move forward with the repairs and lining of the Middleridge storm drain system.

ENVIRONMENTAL REVIEW

The emergency repair of the City storm drain is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15269 of the CEQA Guidelines. This Project is exempt as it constitutes emergency repairs to publicly or privately owned service facilities necessary to maintain service essential to the public health, safety or welfare. Further, this Project is exempt pursuant to CEQA Guidelines section 15301 as repair as existing facilities with no or negligible expansion of use.

FISCAL IMPACT:
The repair to the storm drain line is an unexpected expense and not budgeted in the FY 2022-2023 adopted budget. As such, Council action is needed to amend the budget to increase budgeted appropriations by $450,742.50 which will be funded from available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

COST: $450,742.50 includes 15% contingency.

Exclusions: permits, inspection fees, SWPPP plan, engineering, survey, relocation of underground utilities, night or weekend work, concrete, asphalt repairs, and striping.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_DRA_230307_ECC-Estimate_SDLining_MiddleridgeNS.pdf
PW_DRA_230307_AsBuilts_MiddleridgeLane_6650_U1-B_MarkedUp.pdf
ResolutionNo1327_EmergencyStormDrainRepair_Lining_ECC.pdf
ResolutionNo1328_EmergRepairs_MiddleridgeN-S_BudgetAmendment.pdf
CA_AGR_230313_ECC_EmergencyContract_StormDrainRepair_Lining_Draft.pdf

BID PROPOSAL AND CONTRACT

2213 CHICO AVE./SO. EL MONTE, CA 91733
Phone: (626) 444-9596 Fax: (626) 444-3077
California Contractors License #366814

DATE: 3/7/2023

TO City of Rolling Hills 2 Portuguese Bend Rd Rolling Hills, CA 90274	**JOB ADDRESS** 1 Middleridge Lane S

We agree to furnish all labor, materials, equipment and supervision necessary to complete the following:

STORM DRAIN REPAIRS & LINING

1. Excavate, remove soil and collapsed 24" CMP at 3 locations.
2. Install new 24" CMP and backfill with clean soil at 3 locations, 20 LF @ each location, total 60 LF.
3. Clean and dispose of all trash and debris from exiting storm drain line approx. 740 LF.
4. Install sand slurry and sand bags to fill in void at bottom of existing CMP approx 740 LF.
5. Install CIPP liner to entire CMP storm drain system along 1 Middleridge S, approx. 820 LF. This includes all laterals under the street.
6. Provide flag men and traffic control.
7. Restore trail areas and landscaping at entry and exit pits required for pipe lining.

COST……$391,950.00

Exclusions: permits, inspection fees, SWPPP plan, engineering, survey, relocation of underground utilities, night or weekend work, concrete, asphalt repairs, and striping.

The above described work will be performed in a workman like manner and in accordance with standard practices.
TERMS: Unless credit arrangements have been made, in writing, in advance, the invoice for the work described herein is due and payable on presentation. 1 ½ % per month will be charged on a daily basis on all accounts or portions thereof not paid within 10 days of the date of the invoice. Customer agrees to pay reasonable attorney fees and collection costs incurred by E.C. Construction Co. for the collection of both principal and interest due to customer's failure to pay per this agreement.
Unless otherwise specified, if this proposal is not accepted within_____30_____days from bid date, we reserve the right of cancellation.

APPROVE AND ACCEPTED

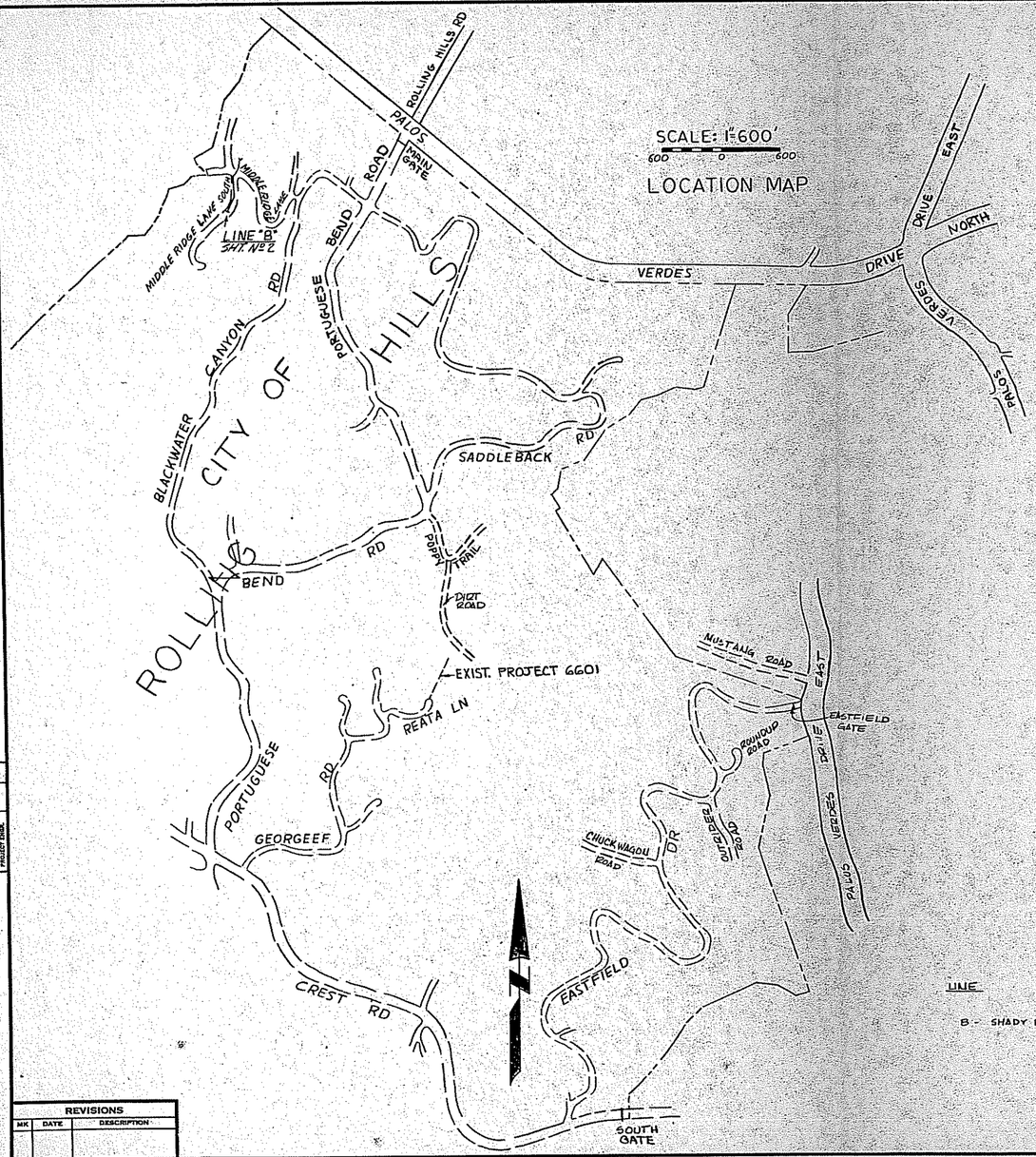
_____

Date_____20___

Respectfully Submitted,

E.C. CONSTRUCTION CO.

By_____



REVISIONS		
MK	DATE	DESCRIPTION

INITIAL DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SUPERVISED BY	
PROJECT ENGR.	

LEGEND

STORM DRAIN TO BE CONSTRUCTED
PROPERTY LINE
STORM DRAIN RIGHT OF WAY LINE
EDGE OF EXISTING A.C. PAVEMENT
SOIL BORING LOCATION
CONSTRUCTION CALL OUT
HOUSE NUMBERS

3 #5

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STANDARD DRAWINGS

CATCH BASIN NO. 1 ..... 2-D 160	*PROTECTION BARRIER* ..... 2-D261, 2, & 3
	CONCRETE COLLAR 2-D 393
STANDARD DROP STEP 2-D 96	
STD. A-615 REINFORCING BARS .. 2-D 171	SOIL CLASSIFICATION SYSTEM ... 2-D 413
MANHOLE FRAME AND COVER *FOR CATCH BASINS*	2-D 156
CATCH BASIN REINFORCEMENT FOR ROUND MANHOLES	2-D 157
CATCH BASIN REINFORCEMENT	2-D 172
STANDARD 24-INCH MANHOLE FRAME AND COVER	2-D 472
CATCH BASIN FRAME AND GRATING	2-D 221
DETAIL OF CATCH BASIN OPENING	2-D 232
TYPICAL FENCE, GATE, AND HEADWALL DETAILS FOR CHANNEL WALLS	2-D 180
REMOVABLE PROTECTION BAR *FOR CATCH BASINS*	2-D 115
CRITERIA FOR THE DESIGN OF SHORING FOR EXCAVATIONS	2-D 466
SAMPLE SHEET FOR USE AS A GUIDE IN PREPARING CALCULATIONS FOR SHORING OF EXCAVATIONS	2-D 400
ADJUSTABLE PROTECTION BAR STIRRUP	2-D 264
WOODEN LAMINATED RAIL ST. BARRICADE	2-D 152
CONNECTION TO CATCH BASIN FOR PIPES 12" THROUGH 72"	2-D 224
LOCAL DEPRESSION NO. 2	2-D 88
PORTABLE SECURITY FENCE FOR OPEN TRENCHES	2-D 476

PD052603

CALIFORNIA STATE STANDARD PLANS

PIPE INLETS ..... D 75-1

PAVING SCHEDULE

LINE	EXIST	RESURFACING
B - SHADY RIDGE LANE	*	3"AC/6"AB

* EXIST. PAVING VARIES (2-8"AC/0-18"AB)

GENERAL NOTES

1. ELEVATIONS SHOWN ARE ON ASSUMED DATUMS. REFER TO PLAN AND PROFILE ON EACH LINE FOR INDIVIDUAL BENCH MARKS.
2. STATIONS SHOWN ON DRAWINGS ARE ALONG CENTERLINE OF CONDUIT OR ON A LINE NORMAL TO CENTERLINE OF CONDUIT.
3. SOIL TEST BORINGS FOR THIS PROJECT WERE MADE BY WESTERN LABORATORIES DURING AUGUST 1971.
4. ALL C.M.P. SHALL BE 16 GA *UNLESS OTHERWISE SHOWN*
5. OPEN CHANNEL FLOW CONDITIONS EXIST WHERE THE HYDRAULIC GRADE LINE IS NOT SHOWN.
6. NUMBERS IN CIRCLES INDICATE ITEMS UNDER WHICH PAYMENT WILL BE MADE.
7. STATIONS AND INVERT ELEVATIONS OF PIPE INLETS SHOWN ON THE PROFILES ARE AT THE INSIDE FACE OF THE CONDUIT, UNLESS OTHERWISE SHOWN.
8. LOCATIONS OF CATCH BASIN CONNECTOR PIPE JUNCTIONS WITH CATCH BASINS AS SHOWN ON THE DRAWINGS ARE SCHEMATIC. IT IS INTENDED THAT SUCH JUNCTIONS BE LOCATED AT THE DOWNSTREAM END OF THE CATCH BASIN, UNLESS A DETAIL OF THE CONNECTION IS SHOWN OR A NOTE SPECIFICALLY INDICATES OTHERWISE. IN ALL CASES, THE EXACT LOCATIONS WILL BE *DETERMINED IN THE FIELD BY THE ENGINEER TO MEET FIELD CONDITIONS*
- 8a. TREES DESIGNATED AS "UKE" ARE EUCALYPTUS TREES.
9. MONOLITHIC CATCH BASIN CONNECTIONS SHALL BE CONSTRUCTED, WHERE APPLICABLE, PER STANDARD DRAWING 2-D 224.
10. "V_i" IS THE DEPTH OF INLET OF CATCH BASINS IN SERIES MEASURED FROM TOP OF CURB TO INVERT OF CONNECTOR PIPE.
11. EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
12. ALL OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS PIPES OR SIMILAR STRUCTURES SHALL BE SEALED WITH 8 INCHES OF BRICK AND MORTAR OR 6 INCHES OF CONCRETE, UNLESS OTHERWISE SHOWN.
13. ALL RESURFACING, CURBS, GUTTERS, SIDEWALKS, DRIVEWAY, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED SHALL BE CONSTRUCTED AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS, UNLESS OTHERWISE NOTED
14. ALL WATER LINES OWNED BY PALOS VERDES WATER CO.
    ALL GAS LINES OWNED BY SOUTHERN CALIF. GAS CO.
    ALL OVERHEAD POWER LINES OWNED BY SOUTHERN CALIF. EDISON CO.
15. CURB FACE (C.F.) SHOWN ON THE GENERAL PLAN PERTAINS TO THE CURB FACE AT THE CATCH BASIN OPENING UNLESS OTHERWISE NOTED.
16. ALL CONC. ANCHORS ARE TO BE CONSTRUCTED PER DETAIL SHT. 3.
17. *UTILITIES DESIGNATED BY THE SYMBOL "*" WILL BE ABANDONED IN PLACE AND THE OWNER WILL INSTALL A NEW SECTION OF THE AFFECTED UTILITY AT A LOCATION IN CLOSE PROXIMITY TO, BUT WHICH DOES NOT PHYSICALLY INTERFERE WITH, THE PROPOSED STORM DRAIN CONDUIT AND APPURTENANT STRUCTURES.*

INDEX TO DRAWINGS

SHEET No.	DESCRIPTION
SHEET 1	LOCATION MAP, LEGEND, GENERAL NOTES, INDEX TO DRAWINGS AND STANDARD DRAWINGS
SHEET 2	LINE B - PLAN AND PROFILE
SHEET 3	DETAILS AND LOG OF BORINGS

1970 STORM DRAIN BOND ISSUE

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

PREPARED BY
SOUTH BAY ENGINEERING CORP
Raymond L. Quigley
RAYMOND L. QUIGLEY, RCE 7191

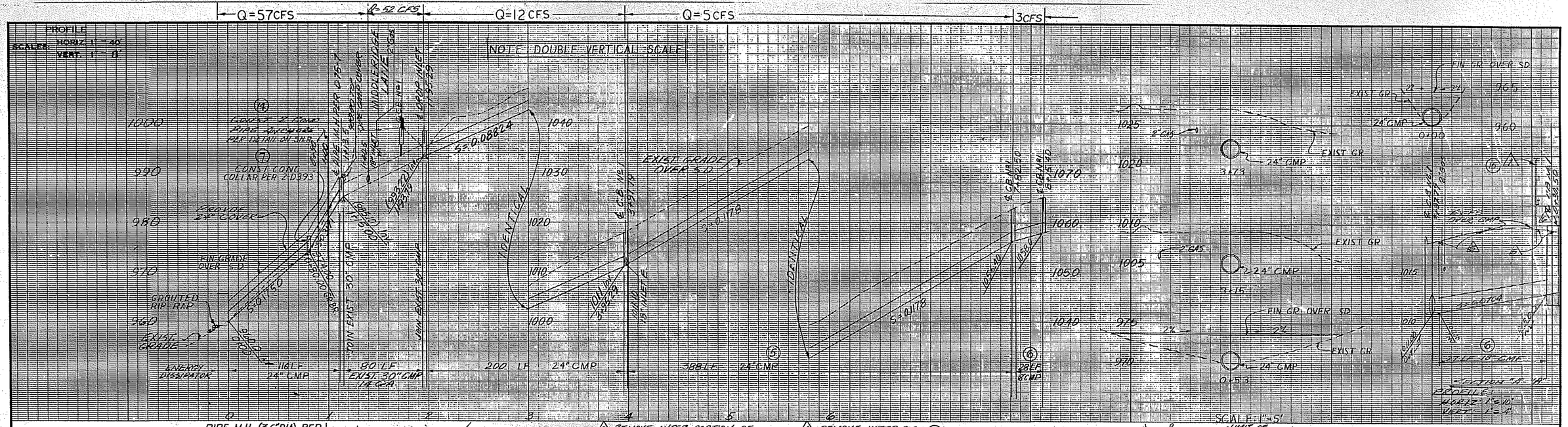
APPROVED AS TO CITY OF ROLLING HILLS
Teresa Clifton
CITY MANAGER
DATE: April 21, 1972

PROJECT NO. 6650-UNIT LINE B
ROLLING HILLS
LOCATION MAP, LEGEND, GENERAL NOTES, INDEX TO DRAWINGS, AND STANDARD DRAWINGS

RECOMMENDED BY Dymitrow, DIVISION ENGINEER
DWGS. APPROVED BY A. E. Thompson, CHIEF ENGINEER

DATE AUG. '74 | SCALE AS SHOWN
NO. 470-6650-D6.1
SHEET 1 OF 3

2022 Repaired segments (Yellow)
2023 Collapsed segments (Blue)



PIPE M.H. (36"DIA) PER D 75-9 TYPE GMP W/TYPE 'OMP COVER. OMIT SIDE OPENING AS SHOWN IN STD. DWG.

ENERGY DISSIPATOR STRUCTURE PER DETAIL ON SHEET Nº 3

(16) GROUTED RIP-RAP

TBM 2"IP ELEV 985.98

TBM 2"IP ELEV 1000.00

TEMP. R.W.

(10) C.B. Nº 1, 8"C.F. T.C. ELEV = 999.0 L.D. = 2 (11)

MIDDLE RIDGE LANE NORTH

2" GAS

CONSTRUCT GRADING, PAVING AND 10'& 11' CURBS, SIMILAR TO W'LY END OF DETAIL 'E'.

MIDDLE RIDGE

(13) 1.93.79 PIPE DROP INLET PER STD. D-75-9, CALIF. STATES, TYPE GMP W/ TYPE 'OMP COVER. EXTEND VERT. SHAFT APPROX. 3' ABOVE FINISH GROUND SURFACE & PROVIDE 4" DIA. HOLES @ 9" O.C. BOTH WAYS. SEE DETAIL 'A' ON SHT. Nº 3.

(9) REMOVE INTER. PORTION OF EXIST. 30" CMP. & FIELD JOIN NEW 18" CMP LATERAL

(1A) REMOVE EXIST. 2.5'x2.5' C.B.

(2) (1A) REMOVE & REPLACE 110 L.F. OF EXIST. 8" A.C. CURB (6+80 TO 6+90)

(1A) REMOVE EXIST. INLET STRUCT.

(3) EXIST. 12" CMP TO BE ABANDONED IN PLACE, SEAL ENDS W/8" BRICK

(3) REMOVE INTERFERING PORTIONS OF EXIST. 12" CMP

(4) REMOVE INTER POR. OF EXIST. 2"AC PAVM'T. (1)

(5) 2" A.C. PAVM'T ON 8" CRUSHED AGG BASE. WARP PAVM'T. TO DRAIN INTO C.B. (1)

(6) A.C. CURB - SEE DETAIL 'D' ON SHT. Nº 3 (12)

(7) WOODEN RAIL STREET BARRICADE 2-D152 (15)

REMOVE INTER. PORTIONS OF EXIST. INLET STRUCT.

SEE DETAIL 'E' HEREON

C.B. Nº 1, 8"C.F. T.C. ELEV = 998.9 W/ 3'-18" CMP (VERT.)

6" WATER

MIDDLE RIDGE LANE

2" GAS

2'IP

EDGE OF PAVM'T

S.D.R.W.

10' R.W.

27' OF 18"CMP

24"CMP

SPRINKLER SYS. EL. 996.98

SPRINKLER SYSTEM

NOTE: C.B. TIES ARE TO ℄ OF M.H. UNLESS OTHERWISE NOTED

F.H. TIE IS TO THE CENTER OF THE TOP NUT.

NOTE: SPRINKLER SYSTEM LOCATED 10' WEST OF CURB FROM APPROX. 2+00 TO 6+65 SHOWN THUSLY

SEE DETAIL 'F' HEREON

EDGE OF PAVM'T

TBM 2"IP ELEV 1018.25

EXIST. E.P.

EXIST. A.C. CURB

EXIST. EDGE OF PAVMT.

24" CMP

TBM, SET ELEV=1053.28

REMOVE EXIST. INLET STRUCT.

LIMIT OF GRADING

C.B. Nº 1, V=7.8' T.C. ELEV = 1018.8 8" C.F.

C.B. Nº 1, V=7.0' T.C. ELEV = 1020.0 8"C.F.

17 L.F.

25 L.F.

2 L.F.

16 L.F. EXIST. 8" A.C. CURB

DETAIL 'E'
SCALE: 1"=10'

C.B. Nº 1, V=7.8' T.C. ELEV. = 1069.8 8"C.F.

JOIN EXIST 8"AC PIPE TO NEW C.B.

REMOVE EXIST 12" CMP

EXIST. E.P.

LIMIT OF GRADING

EXIST. 24" CMP

N 22° 25' 15" E

102.13'

7 L.F.

11 L.F.

C.B. Nº 1, V=7.0' T.C. ELEV = 1063.4 8"CF

DETAIL 'F'
SCALE: 1"=10'

1970 STORM DRAIN BOND ISSUE

REVISIONS		
NO.	DATE	DESCRIPTION

INITIAL DATE	
DESIGNED BY	
DRAWN BY	
CHECKED BY	
SURVEYED BY	
PROJECT ENGR.	

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

PROJECT 6650-UNIT 1
LINE B
ROLLING HILLS

PLAN AND PROFILE
STA. 0+00 TO STA. 8+17.18

PREPARED BY
SOUTH BAY
ENGINEERING CORP

Raymond L. Quigley
RAYMOND L. QUIGLEY, R.C.E. 7191

RECOMMENDED BY

DIVISION ENGINEER (DESIGN)

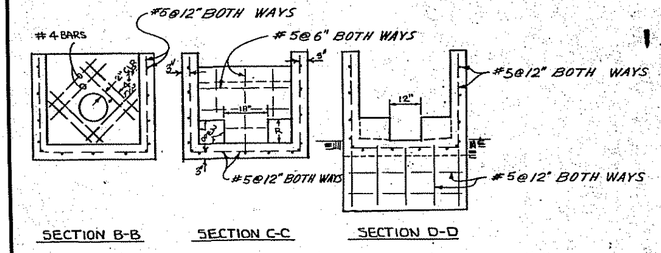
DATE AUG '74 * CALS AS SHOWN

NO. 470-6650-06.2

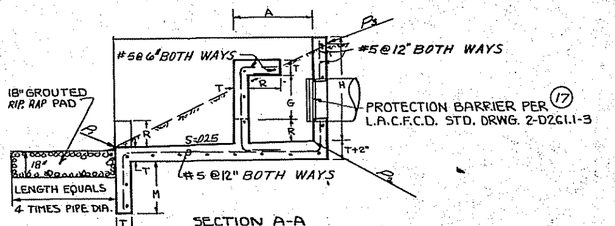
SHEET 2 OF 3

ENERGY DISSIPATOR DATA

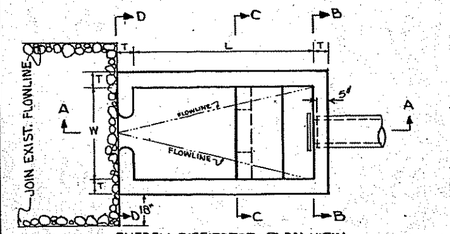
LINE	Q	W	A	H	G	R	M	L	T	PIPE DIA	ELEV. P1	ELEV. P2	ELEV. P3
B	57	8'-0"	4'-7"	6'-3"	3'-0"	1'-4"	3'-0"	10'-8"	6"	24"	958.0	958.67	964.0



SECTION B-B SECTION C-C SECTION D-D

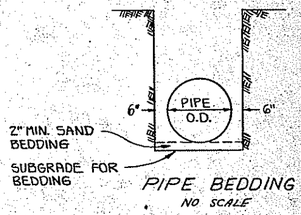


SECTION A-A



ENERGY DISSIPATOR-PLAN VIEW
NO SCALE.

Design Data:
fc' = 4000 p.s.i.
fc = 1800 p.s.i.
fs = 24000 p.s.i.
n = 8
Shear and bond stresses per A.C.I. 318-63
External Load = 62.5 psf E.F.P.
Internal " = 40 " E.F.P.



PIPE BEDDING
NO SCALE

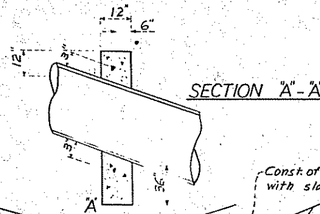
BORING LOG

NOTE: THE SOIL CLASSIFICATIONS HEREON ARE BASED ON THE UNIFIED SOIL CLASSIFICATION SYSTEM, STANDARD DRAWING 2-D413
TEST BORINGS WERE MADE WITH TRACTOR MOUNTED BACKHOE WITH HAND SAMPLING EQUIPMENT. UNDISTURBED SAMPLES OF THE SUB-SURFACE SOILS WERE RECOVERED BY MEANS OF A 2.50" INNER DIAMETER SAMPLER DRIVEN BY A 50 LB. HAMMER.

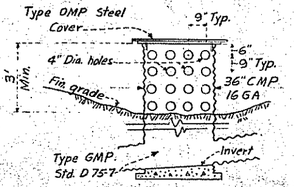
PROJECT: LINE B
FOR: SOUTH BAY ENGINEERING

BORING NUMBER: B-1
DATE DRILLED: 8-31-71

DEPTH: FT.	SAMPLE / CORE / BLOWS/FT.	LITHOLOGY	UNIT DRY WEIGHT LBS/CU.FT.	% MOISTURE	ANALYSIS % SAND	% SILT	% CLAY
		SURFACE ELEV. 1008					
0		CLAY, SILTY WITH SHALE FRAGMENTS, BLACK (CL)	86.5	21.0	21	34	45
5	INVERT	CLAY, SILTY WITH BOULDERS GREY (WEATHERED BEDROCK) (CL)	85.5	24.5	19	40	41
		BEDROCK, CLAYEY SILTSTONE					
		NO GROUND WATER ENCOUNTERED					



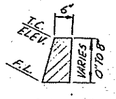
CONCRETE ANCHOR (14)
NO SCALE



(13) DETAIL "A" - PIPE INLET
NO SCALE

STRUCTURAL NOTES

1. DIMENSIONS FROM FACE OF CONCRETE TO STEEL ARE TO CENTER OF BAR UNLESS OTHERWISE SHOWN.
2. CONCRETE DIMENSIONS SHALL BE MEASURED HORIZONTALLY OR VERTICALLY ON THE PROFILE, AND PARALLEL TO OR AT RIGHT ANGLES (OR RADIALLY) TO CENTERLINE OF CONDUIT ON THE PLAN EXCEPT AS OTHERWISE SHOWN.
3. ALL BAR BENDS AND HOOKS SHALL CONFORM TO THE 1963 AMERICAN CONCRETE INSTITUTE'S "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" SECTION 801.
4. PLACING OF REINFORCEMENT SHALL CONFORM TO THE 1963 AMERICAN CONCRETE INSTITUTE'S "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE SECTION 803.
5. TRANSVERSE CONSTRUCTION JOINTS IN WALLS AND SLABS SHALL BE IN THE SAME PLANE. NO STAGGERING OF JOINTS WILL BE PERMITTED. TRANSVERSE CONSTRUCTION JOINTS SHALL BE NORMAL OR RADIAL TO THE CENTERLINE OF CONSTRUCTION.
6. THE TRANSVERSE REINFORCING STEEL SHALL TERMINATE 1-1/2 INCHES FROM THE CONCRETE SURFACES UNLESS OTHERWISE SHOWN ON THE STRUCTURAL DETAILS.
7. EXPOSED EDGES OF CONCRETE MEMBERS SHALL BE ROUNDED OR BEVELED
8. NO SPLICES IN TRANSVERSE STEEL REINFORCEMENT WILL BE PERMITTED OTHER THAN SHOWN ON THE DRAWING WITHOUT APPROVAL OF THE ENGINEER. NO MORE THAN 2 SPLICES WILL BE PERMITTED IN ANY LONGITUDINAL BAR BETWEEN TRANSVERSE JOINTS. SPLICES SHALL BE STAGGERED.
9. LONGITUDINAL STEEL SHALL BE LAPPED 20 BAR DIAMETERS AT SPLICES. TRANSVERSE STEEL SHALL BE LAPPED 30 BAR DIAMETERS AT SPLICES.
10. LONGITUDINAL STEEL SHALL TERMINATE TWO INCHES FROM TRANSVERSE CONSTRUCTION JOINTS.
11. TRANSVERSE JOINTS SHALL BE PLACED AT THE JUNCTION OF RECTANGULAR OPEN CHANNEL SECTION WITH CLOSED CONDUIT SECTIONS. THE JOINT SHALL NOT BE KEYED AND SHALL HAVE A 3/8" LAYER OF EXPANSION JOINT MATERIAL IN WALLS AND INVERT.
12. ALL RECTANGULAR OPEN CHANNEL WALLS SHALL BE FENCED IN ACCORDANCE WITH STANDARD DRAWING 2-D 180.



(12) DETAIL "D"
A.C. CURB
NO SCALE

REVISIONS		
NO.	DATE	DESCRIPTION

INITIAL DATE
DESIGNED BY
DRAWN BY
CHECKED BY
TRACED BY
PROJECT ENGR.

1970 STORM DRAIN BOND ISSUE

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

PREPARED BY
SOUTH BAY
ENGINEERING CORP

Raymond L. Quigley

RAYMOND L. QUIGLEY, R.C.E. 7191

PROJECT 6650-UNIT 1
LINE B
ROLLING HILLS
DETAILS AND
LOG OF BORINGS

RECOMMENDED BY

DIVISION ENGINEER (DESIGN)

DATE AUG '74 | SCALE AS SHOWN
NO. 470-6650-D6.3
SHEET 3 OF 3

RESOLUTION NO. 1327

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS FINDING AND DECLARING THAT AN EMERGENCY CONDITION EXISTS ARISING FROM DAMAGE AND STATE OF DISREPAIR OF THE STORM DRAIN FROM AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH AND AUTHORIZING EMERGENCY REPAIR TO THE STORM DRAIN WITHOUT PUBLIC BIDDING

RECITALS

A. Sections 22035 and 22050 of the Public Contracts Code authorize the City of Rolling Hills ("City") to proceed with awarding a public works contract to perform emergency work upon adoption by the City Council by a four-fifths vote of a resolution declaring that the public interest and necessity demand the immediate expenditure of public funds to safeguard life, health, or property;

B. The City's storm drain located from at or near 1 Middleridge Lane South to 3 Middleridge Lane North ("storm drain") is in need of emergency repair as a result of damage and degradation to the existing storm drain;

C. The repairs are necessary to preserve the health, safety and welfare of the City. Further, the degradation and risk of failure of the City's storm drain is an unexpected occurrence that poses and clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

D. The need for repair of the City's storm drain requires immediate action that will not permit undergoing the formal competitive bidding process because rainy season is impending and the City does not have the required time to competitively bid the project in light of possible impacts to the public health and safety and damage to property;

E. The City Manager solicited a proposal from EC Construction and received a written acceptable proposal to perform the emergency work from EC Construction, and the City now wishes to award an emergency contract for repair of the City's storm drain to EC Construction; and

F. Public Contract Code section 22050 also provides that the City Council may, by resolution, delegate the authority to order any action required by the emergency and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let the contracts, to the City Manager, her designee, or any other officer.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct.

Section 2. Findings. The City Council finds that the public interest and necessity demand the immediate expenditure of public funds for emergency work for the repair of the City's storm drain to safeguard life, health and property. The City Council further finds that the emergency will not permit a delay that would result from a competitive solicitation for bids and that action is necessary to respond to the emergency related to the damaged condition of the City's storm drain. The City Council further finds that based on the foregoing, the approvals herein authorized are necessary to protect the public health, safety and welfare.

Section 3. Award of Contract; Delegation of Emergency Contracting Authority. A contract to perform the necessary emergency repair work to the City's storm drain from at or near 1 Middleridge Lane South to 3 Middleridge Lane North is required and hereby awarded to EC Construction for $391,950.00 and the City Manager, or her designee, is hereby authorized to execute said contract in a form acceptable to the City Attorney, and to order any other action required to remedy the emergency relating to the damaged condition of the City's storm drain, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The City Manager, or her designee, is directed to report to the City Council at the next regularly scheduled meeting and at every meeting thereafter until the work is complete..

Section 4. Effective Date. This Resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED THIS 13TH DAY OF MARCH, 2023.

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

I certify that the foregoing Resolution No. 1327 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS FINDING AND DECLARING THAT AN EMERGENCY CONDITION EXISTS ARISING FROM DAMAGE TO THE CITY'S STORM DRAIN FROM AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH AND AUTHORIZING EMERGENCY REPAIR TO THE STORM DRAIN WITHOUT PUBLIC BIDDING

was approved and adopted at a regular meeting of the City Council on March 13, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH, CITY CLERK

Christian Horvath, City Clerk

RESOLUTION NO. 1328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $450,742.50 FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR THE CONSTRUCTION CONTRACT WITH E.C. CONSTRUCTION CO., FOR THE EMERGENCY REPAIR OF THE STORM DRAIN FROM AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On or around March 13, 2023, the City Council considered and reviewed the status of the City's storm drain located from at or near 1 Middleridge Lane South to 3 Middleridge Lane North ("storm drain").

C. The City Council, pursuant to sections 22035 and 22050 of the Public Contracts Code, found that the storm drain is in need to emergency repairs and that these repairs are necessary to preserve the health, safety and welfare of the City. Further, the City directed the City Manager and City Attorney to execute a contract with E.C. Construction Co., a California corporation, with its principal place of business at 2213 Chico Ave., So. El Monte, California 91733 for the emergency work on the storm drain pursuant to a bid from E.C. Construction in the amount of $391,950.00.

D. The City desires to appropriate $450,742.50.00 (includes a 15% contingency) in the Capital Projects Fund for the Emergency Construction Contract with E.C. Construction Co. (draft attached as Exhibit "A").

Section 2. The sum of four hundred fifty thousand, seven hundred and forty two dollars and fifty cents ($450,742.50) is hereby appropriated to the Capital Projects Fund funded from the transfer of General Fund reserves to fund the Construction Contract with E.C. Construction Co.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 13th day of March, 2023

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

I certify that the foregoing Resolution No. 1328 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $450,742.50 FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR THE CONSTRUCTION CONTRACT WITH E.C. CONSTRUCTION CO., FOR THE EMERGENCY REPAIR OF THE STORM DRAIN FROM AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH

was approved and adopted at a regular meeting of the City Council on March 13, 2023, by the following roll call vote:

AYES: Dieringer, Pieper, Mirsch, Black Mayor Wilson
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH, CITY CLERK

Christian Horvath, City Clerk

Exhibit A

CITY OF ROLLING HILLS

EMERGENCY CONSTRUCTION CONTRACT
BETWEEN THE CITY OF ROLLING HILLS
AND E.C. CONSTRUCTION CO.

STORM DRAIN REPAIRS

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of March, 2023 by and between the City of Rolling Hills, a public agency and public corporation of the State of California ("City") and E.C. Construction Co., a California corporation, with its principal place of business at 2213 Chico Ave., So. El Monte, California 91733 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing storm drain related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the Storm Drain Emergency Repairs ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, if applicable, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Reserved ("Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Public Works Contractor Registration Certification (Exhibit "E")
- Payment and Performance Bonds (Exhibit "F")
- Addenda
- Change Orders executed by the City
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the City. Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances. If the Parties cannot agree on any change in price required by such change in the Work, the City may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.2 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the

required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.3 Period of Performance. Contractor shall perform and complete all Work under this Contract beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including an City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.6 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Three Hundred and Nineteen Thousand, Nine Hundred and Fifty Dollars ($319,950.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the City will permit the substitution of securities for any monies withheld by the City to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with

a state or federally chartered bank in California as the escrow agent, and thereafter the City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the City has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the City.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.7.8 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit

a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, 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 the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of The Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 Liability for Non-Compliance. Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the

indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.8.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Consultant further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Agreement. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.8.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, an City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or

subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval 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.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once

the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.4 City's Response. Upon receipt of a claim pursuant to this Section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, City shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, City may request in writing additional documentation supporting the claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

3.10.4.3 City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, either within 15 days of receipt of City's response or within 15 days of City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in

which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no

such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. City's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to Section 3.17.3; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, elected officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall

not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $5,000,000 per occurrence and $5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $5,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall

stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms

supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.13.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.14.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided

by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

3.17 General Provisions.

3.17.1 City's Representative. The City hereby designates the General Manager, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("'Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.17.3 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing

thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

E.C. Construction Co.
2213 Chico Ave.
So. El Monte, CA 91733
Attn: James Bleecker

CITY:

City of Rolling Hills
2 Portuguese Bend Rd
Rolling Hills, CA 90274
Attn: City Manager

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Time of Essence. Time is of the essence in the performance of this Contract.

3.17.8 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

3.17.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.17.10 Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

3.17.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.13 [Reserved]

3.17.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration

contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.17.15 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.17.16 Certification of License.

3.17.16.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.16.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.17.17 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.17.18 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.19 Non-Waiver. None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.20 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects..

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR EMERGENCY CONSTRUCTION CONTRACT BETWEEN THE CITY OF ROLLING HILLS AND E.C. CONSTRUCTION CO.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the ___ day of March, 2023.

CITY OF ROLLING HILLS	**E.C. CONSTRUCTION CO.**
By: _____	By: _____
City Manager	Its: _____
	Printed Name: _____

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

SERVICES / SCHEDULE

1. Overview

A. The following work scope addresses methods and procedures for the repair of the storm drain from at or near 1 Middleridge Lane South to 3 Middleridge Lane North.

2. Scope of Work

A. Storm Drain Repair and Lining:

(i) Excavate, remove soil and collapsed 24" CMP at 3 locations;

(ii) Install new 24" CMP and backfill with clean soil at 3 locations, 20 LF at each location for a total of 60 LF;

(iii) Clean and dispose of all trash and debris from existing storm drain line – approximately 740 LF;

(iv) Install sand slury and sand bags to fill voids at bottom of existing CMP – approximately 740 LF;

(v) Install CIPP liner to entire CMP storm drain system along 1 Middleridge S – approximately 820 LF. This includes all laterals under the street;

(vi) Provide flag men and traffic control;

(vii) Restore trail areas and landscaping at entry and exit pits required for pipe lining.

3. Schedule

A. [INSERT SCHEDULE]

EXHIBIT “B”

RESERVED

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

Within ten (10) calendar days from the date the Contractor is notified of award of the Contract, the Contractor shall deliver to the City four identical counterparts of the Performance Bond and Payment Bond on the forms supplied by the City and included as Exhibit "F" to the Contract. Failure to do so may, in the sole discretion of City, result in the forfeiture of Contractor's bid security. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

E.C. Construction Co.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Contractor hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.[1]

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

Unless Contractor is exempt pursuant to the small project exemption, Contractor further acknowledges:

- Contractor shall maintain a current DIR registration for the duration of the project.
- Contractor shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

[1] If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

EXHIBIT "F"

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Rolling Hills (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount 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 CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the

Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__).

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

(Corporate Seal) Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Rolling Hills (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) 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, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or

equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

Agenda Item No.: 12.B
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO AC PROS FOR THE CITY HALL HEATING, VENTILATION AND AIR CONDITIONING PROJECT #2023-01 FOR AN AMOUNT OF $188,750; ADOPT BY RESOLUTION NO. 1329 AUTHORIZING A BUDGET MODIFICATION OF $207,625; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA**

DATE: **March 13, 2023**

BACKGROUND:
Since late July 2022, City Hall operated without proper ventilation. At the October 10, 2022 City Council meeting, S&K Consulting Services was hired to assess the condition of the City Hall Heating, Ventilation and Air Conditioning (HVAC) system and provide an engineering design for a functioning system.

In late November 2022, S&K Consulting Services completed the engineering design and submitted plans for permitting with the Los Angeles County Building and Safety. Per the current Los Angeles County Building Code, S&K Consulting was able to determine that the scope of work is an HVAC replacement/repair project. S&K Consulting Services reported that the existing equipment includes a pair of furnaces that are twinned (interlocked to supply the same duct) with two cooling coils connected to a single commercial outdoor package unit. The size of the furnaces are no longer manufactured and twinning is no longer common practice with ultra-low nox systems. Most of the ductwork has been damaged beyond repair and sections are in shambles above the ceiling. City Hall is split into two zones in this context. Zone 1 is comprised of the individual offices, and the lobby. Zone 2 is comprised of the Council Chambers. The new design will address existing imbalance of airflow and improve temperature control by splitting Zone 1 into two zones where the lobby, reception area and hallway will be on a separate thermostat.

S&K Consulting Services also specified new HVAC equipment with higher efficiencies and the

lowest emissions. Several pieces of equipment will need to be placed outside of City Hall, at the previous recycling center. Alan Palermo Consulting, the City's Project Manager coordinated information exchange between S&K Consulting Services, and the City Hall ADA Improvement Project design team to ensure that the HVAC project makes provisions for the future condition to be improved by the ADA project. Plans were submitted to Los Angeles County in November 2022 and approved in December. The plans were revised to include information/address existing hazardous materials. The engineer's estimate to the HVAC project was $250,185.

DISCUSSION:
On January 31, 2023, the City officially released the City Hall HVAC Project # 2023-01 Bid and posted it on the City's website.

On February 2nd and 9th, 2023, the City published the Request for Bid in a local newspaper as mandated by the State Public Contract Code.

On February 16, 2023, the City hosted a mandatory job walk for interested bidders. Project Manager Alan Palermo and S&K Consulting representatives were on site to facilitate the walkthrough.

On February 28, 2023, the City received three (3) sealed bids at the 2pm Bid Closing. Three bidders were on site for the opening and reading of the bids. The order ranked the lowest responsive bid for work included are as follows:

Bidder	Address	Amount
AC Pros	18653 Ventura Blvd. #251, Tarzana, CA 91356	$188,750
Bon Air Inc.	11340 W. Olympic Blvd. #302, Los Angeles, CA 90064	$238,000
Allison Mechanical, Inc.	1968 Essex Court, Redlands, CA 92373	$358,000

Staff validated all bids received and determined that AC Pros is the lowest responsive and responsible bidder. Staff recommendation is to award the construction contract to AC Pros for $188,750 and allocate an additional $18,875 as a 10% contingency for a total of $207,625.

ENVIRONMENTAL REVIEW
The solicitation for bids did not constitute a Project as defined under the California Environmental Quality Act (“CEQA”). Further, the repair, replacement and installation of an HVAC at City Hall is exempt from CEQA pursuant to section 15301 of the CEQA Guidelines (Existing facilities) in that it will replace already existing equipment at City Hall with upgraded and more energy efficient versions. Further, this action is exempt under section 15302 of the CEQA Guidelines as it consists of the replacement or reconstruction of existing structures and facilities on the same site as the replaced structures and facilities and will have the same purpose and capacity.

FISCAL IMPACT:
The replacement of the HVAC system is an unexpected expense and not budgeted in the FY 2022-2023 adopted budget. As such, Council action is required to amend the budget and

increase budgeted appropriations by $207,625 in the Capital Projects Fund which will be funded from a transfer of available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

COST: $207,625 includes 10% contingency.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_PBN_230131_NOB_2023-01_CH_HVAC_Replacement_Draft_Affidavit.pdf
CL_PBN_230209_NOB_2023-01_CH_HVAC_Replacement_Affidavit_2nd.pdf
CL_BID_230228_2023-01_CH_HVAC_Project_ACProsInc..pdf
CL_BID_230228_2023-01_CH_HVAC_Project_BonAirInc..pdf
CL_BID_230228_2023-01_CH_HVAC_Project_AllisonMechInc..pdf
ResolutionNo1329_HVAC_Project2023-01_BudgetAmendment.pdf
CA_AGR_230313_ACPros_ConstructionContract _HVAC_Project2023-01_Draft.pdf

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Account Number:	5007827
Ad Order Number:	0011584466
Customer's Reference/PO Number:	
Publication:	Daily Breeze
Publication Dates:	02/02/2023
Total Amount:	$246.24
Payment Amount:	$0.00
Amount Due:	$246.24
Notice ID:	3z3qSoLgHGQBPGllyTS9
Invoice Text:	Notice to Contractors Inviting Bids – City of Rolling Hills, CA NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until 2:00 P.M. on February 28, 2023 . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City. City Hall HVAC Replacement Project, Job No. 2023-01 Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List. A mandatory pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 10:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you. Contact project manager, Alan Palermo, at 310-717-3244 or apalermo@gmail.com for questions regarding this project . CITY OF ROLLING HILLS, CALIFORNIA

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011584466

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/02/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 2nd day of February, 2023.

Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

Notice to Contractors Inviting Bids – City of Rolling Hills, CA
NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **2:00 P.M. on February 28, 2023** . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.
City Hall HVAC Replacement Project, Job No. 2023-01
Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List.
A mandatory pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 10:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you.
Contact project manager, Alan Palermo, at 310-717-3244 or apalermo@gmail.com for questions regarding this project .
CITY OF ROLLING HILLS, CALIFORNIA
Daily Breeze
Published: 2/2/23

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Account Number:	5007827
Ad Order Number:	0011584518
Customer's Reference/PO Number:	
Publication:	Daily Breeze
Publication Dates:	02/09/2023
Total Amount:	$251.05
Payment Amount:	$0.00
Amount Due:	$251.05
Notice ID:	Xjn9ts51JApCljktjOwl
Invoice Text:	Notice to Contractors Inviting Bids – City of Rolling Hills, CA NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until 2:00 P.M. on February 28, 2023 . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City. City Hall HVAC Replacement Project, Job No. 2023-01 Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List. A mandatory pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 10:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you. Contact project manager, Alan Palermo, at 310-717-3244 or apalermo@gmail.com for questions regarding this project . CITY OF ROLLING HILLS, CALIFORNIA

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011584518

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/09/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 9th day of February, 2023.

Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

Notice to Contractors Inviting Bids – City of Rolling Hills, CA
NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **2:00 P.M. on February 28, 2023** . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.
City Hall HVAC Replacement Project, Job No. 2023-01
Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List.
A mandatory pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 10:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you.
Contact project manager, Alan Palermo, at 310-717-3244 or apalermo@gmail.com for questions regarding this project .
CITY OF ROLLING HILLS, CALIFORNIA

Daily Breeze
Published: 2/9/23

T6

PROPOSAL

Date: **February 28**, 20**23**

City Hall HVAC Replacement Project, Job No. 2023-01

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.

(CORPORATE SEAL OR NOTARIAL ACKNOWLEDGEMENTS OF SIGNATURE - IF PARTNERSHIP OR PROPRIETORSHIP)

Firm **AC Pros Inc.**

By _____

(Signature)

Name/Title **Noam Ziv / President**

Address **18653 Ventura Blvd., #251, Tarzana, CA**

Zip **91356**

Phone **818-342-7767**

92

E-mail: cityclerk@cityofrh.net

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

S Corporation

Noam Ziv

President

Corporation organized under the laws of the State of: **California**

BIDDERS PROPOSAL

Name of Bidder: **AC Pros Inc.** The undersigned, having examined the proposed Contract Documents titled:

City Hall HVAC Replacement Project, Job No. 2023-01

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

SCHEDULE OF WORK AND UNIT PRICES FOR CITY OF ROLLING HILLS CITY HALL HVAC REPLACEMENT PROJECT

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
GENERAL CONDITIONS				$
General Description of work, not limited to the following; all general conditions applicable to the scope of work, project management, City Boilerplate and Division 01 of Specifications. General Site surveying, exploration of existing site conditions.				
General Conditions (Including Mobilization, etc.)	1	LS	$9,800.00	$ 9,800.00
EXISTING CONDITIONS				$
General Description of work, not limited to the following; Selective demolition and Abatement, Division 02 of Specifications (also see Hazardous Materials Assessment)				
Demolition / Removals (excluding hazmat)	1	LS	$ 11,860.00	$ 11,860.00
Demolition / Removals (hazmat related only)	1	LS	$ 13,300.00	$ 13,300.00
CONCRETE WORK				$
General Description of work, not limited to the following, all work required to install the reinforced concrete pads for the outdoor AC Units, Division 03 of Specifications				
Concrete Equipment Pads	3	EA	$4,640.00	$13,920.00

HEATING, VENTILATION, AND AIR CONDITIONING				$
General Description of work, not limited to the following; all work required for installation of new heating, ventilation, and air conditioning systems, Division 23 of Specifications				
High Efficiency Furnace Units	3	EA	$ 4,360.00	$ 13,080.00
High Efficiency Air Conditioner	3	EA	$ 5,860.00	$ 17,580.00
Refrigerate Coiling Coils	3	EA	$ 2,105.00	$ 6,315.00
High Performance Economizer	3	EA	$ 1,390.00	$ 4,170.00
All Piping, Controls, Registers, Dampers, etc.	1	LS	$ 21,085.00	$ 21,085.00
Duct, Installation, Hanging, and Bracing	1	LS	$ 49,260.00	$ 49,260.00
Testing, Adjusting, and Balancing	1	LS	$ 4,285.00	$ 4,285.00
Air Duct Cleaning	1	LS	$ 2,485.00	$ 2,485.00
ELECTRICAL				$
General Description of work, not limited to the following; all work required for installation of electrical power for the HVAC systems, Division 26 of Specifications				
Electrical Power for HVAC	1	LS	$ 21,430.00	$ 21,430.00
Base Bid Total				$

BASE BID:
one hundred eighty eight thousand five hundred seventy +00/100 ($ 188,570.00)
Base Bid Total Sum in Words Base Bid — Total Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

AC Pros Inc.	**10%**
Name of Bidder	Amount of Certified Check/Bidder's Bond
18653 Ventura Blvd., #251, Tarzana, CA 91356	**Argonaut Insurance Company**
Address	Name of Bonding Company

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.

BID BOND

Bond No. : N/A **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS the City of Rolling Hills, California ("City"), has issued an invitation for bids for the work described as follows:

City Hall HVAC Replacement Project, Job No. 2023-01

WHEREAS _____

AC Pros, Inc., 18340 Ventura Blvd., #216, Tarzana, CA 91356
(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

WHEREAS, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and _____

Developers Surety and Indemnity Company, 17771 Cowan, Suite 100, Irvine, CA 92614
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of **Ten Percent of Their Greatest Amount Bid** Dollars ($**10% of Their G.A.B.**), being not less than ten percent (10%) of the total bid price, including alternate, in 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: **February 24, 2023**

"Principal" Company Name:	"Surety" Company Name
AC Pros, Inc.	**Developers Surety and Indemnity Company**
By:	By:
Name: Noam Ziv	Name: **Stacey Garcia**
Its: President	Its: **Attorney-in-Fact**
By:	By:
Name:	Name:
Its:	Its:
(Seal)	(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Gabriella Grady, Stephanie Hope Shear, Elizabeth Santos, Stacey Garcia and Christopher Coronel, of Woodland Hills, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **February 24, 2023** and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By: _____
Printed Name: Sam Zaza
Title: Senior Vice President, Surety

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

STATE OF California COUNTY OF Orange

On this 5th day of December, 2022 before me, Diane J. Kawata personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

DIANE J. KAWATA
Notary Public - California
Orange County
Commission # 2284027
My Comm. Expires Apr 28, 2023

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:
By: Barry W. Moses
6B6415E7ADE548C

Barry W. Moses, Assistant Secretary

POA No. N/A

Ed. 1122

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On FEB 2 4 2023 before me, Lucas Patterson, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Stacey Garcia
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

LUCAS PATTERSON
Notary Public - California
Los Angeles County
Commission # 2352264
My Comm. Expires Mar 19, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Bidders Qualifications and References

Name of Bidder **AC Pros Inc.**

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for **17** years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of **17** years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

No exceptions. Bidder has never failed to satisfactory complete a contract.

4. Contractor's License Number, State of California **871281** Class **B, C10, C20**

5. Contractor's License Expiration Date **1/31/2024**

6. Department of Industrial Relations (DIR) Registration Number **1000031839**

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A	2022	HVAC Upgrade	$304,980.00	$304,980.00	Santa Rosa Tech Magnet School Pleasant Valley School District
C	2022	HVAC Replacement	$147,800.00	$147,800.00	Palomares Park City of Pomona
D	2022	Music Room Floor Project	$89,920.00	$89,920.00	John Adams Middle School Santa Monica-Malibu USD
E	2022	HVAC, Fire Alarm, Door & Accessiblity Upgrade	$1,455,489.00	$1,455,489.00	Grant Elementary School Santa Monica-Malibu USD
E	2021	HVAC & Duct Insulation Replacement	$1,058,353.68	$1,045,850.00	Santa Monica College Santa Monica Community College District

101

8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A	Sandra Lovaas	Measure C Bond Manager	13282 Santa Rosa Rd. Camarillo, CA 93012	slovaas@pleasantvalleysd.org
B	Matthew Sampson	Facilities Supervisor	505 S. Garey Ave, Pomona, CA 91766	909-620-2281
C	Jason Dodd	Construction Supervisor	1651 16th St. Santa Monica, CA 90404	310-450-8338
D	Amitai Klyman	Proj Manager	1651 16th St. Santa Monica, CA 90404	213-923-7273
E	Terry Kamibayashi	Proj Manager	1900 Pico Blvd. Santa Monica, CA 90405	310-434-4000

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank Bank of America Branch Tarzana, CA 91356

Bank Chase Bank Branch Tarzana CA 91356

Bank _____ Branch _____

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company Contractors Best Insurance Services Inc. Phone 818-667-7656

Surety Company Pacific First Insurance Services Phone 949-441-2949

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
2	Temporary air units	used	Company warehouse
1	Forklift	Good	Company warehouse
2	Concrete mixer	Good condition	Company warehouse

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder _____

Name/Title: Noam Ziv, President

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER **AC Pros Inc.**

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated $ Amount
Name: **Janus Corp** License No. **572682** License Class **C22** DIR Registration No. **1000000894**	**Norco**	**Abatement and Attic Cleaning**	$9,380.00
Name: **Adv. Env. Duct cleaning** License No. **1005390** License Class **C61/D64** DIR Registration No. **1000025779**	**Castaic**	**Duct cleaning**	**$1,350.00**
Name: **P&E Insulation** License No. **763803** License Class **C2** DIR Registration No. **1000001774**	**Cypress**	**Duct & piping insulation**	**$12,260.00**
Name: **LA Air Balance** License No. **625772** License Class **C61-D62** DIR Registration No. **1000004731**	**Upland**	**Air balance**	**$3,000.00**
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

    1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
    2. When the listed subcontractor becomes bankrupt or insolvent, or
    3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
    4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
    5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
    6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
    7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

Contractor's Affidavit of Non-collusion

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Noam Ziv being first duly sworn, deposes and says:

1. That he/she is the **President** (Title of office if a corporation: "sole owner," "Partner," or other proper title) of **AC Pros Inc.**, hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **City Hall HVAC Replacement Project, Job No. 2023-01**;

2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.

4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto

to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this 28th day of February 20 23

AC Pros Inc. Contractor

Signature

Noam Ziv, President Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON FEBURARY 28, 2023.

Tabish Mohammad Tabish Siddiqui

Notary Public in and for the County of Los Angeles, State of California

MOHAMMAD TABISH SIDDIQUI
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2414062
LOS ANGELES COUNTY
My Comm. Exp. August 27, 2026

Place Notary Seal Above

Pre-Bid Site Inspection Certification

City Hall HVAC Replacement Project, Job No. 2023-01

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

BIDDER:

Company Name: **AC Pros Inc.**

Signature: _____

Name/Title: **Noam Ziv, President**

Date: **2/27/2023**

BIDDER'S INSPECTORS:

Name: **Noam Ziv**

Title: **President**

Date of Inspection: **2/16/2023**

Name: _____

Title: _____

Date of Inspection: _____

Workers' Compensation Certificate

City Hall HVAC Replacement Project, Job No. 2023-01

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

BIDDER:

Company Name: **AC Pros Inc.**

Signature: _____

Name/Title: **Noam Ziv, President**

Date: **2/27/2023**

PROPOSAL

Date: 2/22/, 2023

City Hall HVAC Replacement Project, Job No. 2023-01

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.

(CORPORATE SEAL OR NOTARIAL ACKNOWLEDGEMENTS OF SIGNATURE - IF PARTNERSHIP OR PROPRIETORSHIP)

Firm Bon Air Inc

By _____

(Signature)

Name/Title Bahman Mannani / President

Address 11340 W. Olympic Blvd, suite 302

LA, CA

Zip 90064

Phone 310 - 575-1111

E-mail: cityclerk@cityofrh.net

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Corporation

Bahman Hamnani, President

Mozaffar Shaye, Secretary

Corporation organized under the laws of the State of: California

BIDDERS PROPOSAL

Name of Bidder: Boo Air Inc The undersigned, having examined the proposed Contract Documents titled:

City Hall HVAC Replacement Project, Job No. 2023-01

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

SCHEDULE OF WORK AND UNIT PRICES FOR CITY OF ROLLING HILLS CITY HALL HVAC REPLACEMENT PROJECT

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
GENERAL CONDITIONS				$ 26,000
General Description of work, not limited to the following; all general conditions applicable to the scope of work, project management, City Boilerplate and Division 01 of Specifications. General Site surveying, exploration of existing site conditions.				
General Conditions (Including Mobilization, etc.)	1	LS	$ 26000	$ 26,000
EXISTING CONDITIONS				$ 46,000
General Description of work, not limited to the following; Selective demolition and Abatement, Division 02 of Specifications (also see Hazardous Materials Assessment)				
Demolition / Removals (excluding hazmat)	1	LS	$ 26,000	$ 26,000
Demolition / Removals (hazmat related only)	1	LS	$ 20,000	$ 20,000
B.H **CONCRETE WORK**				$ 9,900
General Description of work, not limited to the following; all work required to install the reinforced concrete pads for the outdoor AC Units, Division 03 of Specifications				
B.H Concrete Equipment Pads	3	EA	$ 3,300	$ 9,900

113

HEATING, VENTILATION, AND AIR CONDITIONING				$ 130,000
General Description of work, not limited to the following; all work required for installation of new heating, ventilation, and air conditioning systems, Division 23 of Specifications				
High Efficiency Furnace Units	3	EA	$ 5,000	$ 15,000
High Efficiency Air Conditioner	3	EA	$ 5,000	$ 15,000
Refrigerate Coiling Coils	3	EA	$ 2,000	$ 6,000
High Performance Economizer	3	EA	$ 2,000	$ 6,000
All Piping, Controls, Registers, Dampers, etc.	1	LS	$ 26,000	$ 26,000
Duct, Installation, Hanging, and Bracing	1	LS	$ 45,000	$ 45,000
B.H Testing, Adjusting, and Balancing	1	LS	$ 7100	$ 7,100
Air Duct Cleaning	1	LS	$ 10,000	$ 10,000
ELECTRICAL				$ 26,000
General Description of work, not limited to the following; all work required for installation of electrical power for the HVAC systems, Division 26 of Specifications				
Electrical Power for HVAC	1	LS	$ 26,000	$ 26,000
Base Bid Total			$ 238,000	

BASE BID:

Two Hundred Thirty eight thou ($ 238,000)

Base Bid Total Sum in Words Base Bid — Total Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

Bon Air Inc	10%
Name of Bidder	Amount of Certified Check/Bidder's Bond
11340 W. Olympic BLVD #302 LA CA 90064	Markel Insurance Company
Address	Name of Bonding Company

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.

302

Duplicate Original

BID BOND

Bond No. : N/A **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS the City of Rolling Hills, California ("City"), has issued an invitation for bids for the work described as follows:

City Hall HVAC Replacement Project, Job No. 2023-01

WHEREAS Bon Air, Inc.

11340 W. Olympic Blvd. #302, Los Angeles, CA 90064
(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

WHEREAS, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Markel Insurance Company

4521 Highwood Pkwy, Glen Allen, VA 23060
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten percent of amount bid Dollars ($ 10%), being not less than ten percent (10%) of the total bid price, including alternate, in 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 21, 2023

"Principal" Company Name:	"Surety" Company Name
Bon Air, Inc.	Markel Insurance Company
By:	By:
Name: Bahman Hannani	Name: Cynthia J. Young
Its: President	Its: Attorney-in-Fact
By:	By:
Name: Mozaffar Shaye	Name:
Its: Secretary	Its:
(Seal)	(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino) ss.

On FEB 21 2023 before me, Rebecca Elizabeth Adcock, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Rebecca Elizabeth Adcock
COMMISSION # 2327252
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires: 3-May-2024

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

RT THUMBPRINT OF SIGNER

Top of thumb here

- ❒ Individual
- ❒ Corporate Officer
  Title _____
- ❒ Partner -- ❒ Limited ❒ General
- ❒ Attorney-in-Fact
- ❒ Trustee
- ❒ Guardian or Conservator

Other: _____

Signer is Representing:

_____

_____

No. 3601-2

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

OAKLAND

Amended

Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Markel Insurance Company

of ***Illinois****, organized under the laws of* ***Illinois****, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

Fire, Marine, Surety, Disability, Plate Glass, Liability,

Workers' Compensation, Common Carrier Liability, Boiler and Machinery,

Burglary, Credit, Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 14th day of April, 2021, I have set my hand and caused my official seal to be affixed this 14th day of April, 2021.*

Ricardo Lara
Insurance Commissioner

By

Valerie Sarfaty
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

#1235895.1

POA# 510028

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars ($50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 24th day of January , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 24th day of January , 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

JULIE E. MCCLARY
Notary Public State of Texas
Commission # 12947680-5
Commission Expires March 29, 2026

By: _____
Julie McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do herby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 21st day of February , 2023 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 510028
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

120

Bidders Qualifications and References

Name of Bidder Bon Air Inc

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for 36 years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of 36 years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

N/A

4. Contractor's License Number, State of California 499561 Class B, C-20

5. Contractor's License Expiration Date 10/31/2024

6. Department of Industrial Relations (DIR) Registration Number 1000001141

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A	2022	HVAC	342,000	342,000	City of Moorpark
C	2020	HVAC & Roofing Repl.	3,593,000	3,260,000	City of Thousand Oaks
D	2020	Air Handler Replacement	740,030	720,000	Santa Monica College Santa Monica
E	2020	HVAC system Replacement	3,872,000	3,872,000	City of Thousand Oaks
E	2022	HVAC	429,264	416,000	Various Locations City of Las Virgenes

B.H.

8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A	Robert Valery	Supervisor	799 Moorpark Ave, Moorpark CA 93021	805-517-6283
B	Elizabeth Perez	Proj. Manager	2100 T.O. Blvd. Thousand Oaks, CA 91362	805-402-2717
C	Terry Kamibayashi	Proj. Manager	1900 Pico Blvd. Santa Monica, CA 90405	310-434-4071
D	Elizabeth Perez	Proj. Manager	2100 T.O. Blvd. Thousand Oaks, CA 91362	805-402-2717
E	Julie Abbott	Proj. Manager	4029 Las Virgenes Rd. Calabasas, CA 91302	818-880-4000

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank Bank of America Branch West Los Angeles,

Bank _____ Branch _____

Bank _____ Branch _____

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company Markel Surety Phone 909-886-9861

Surety Company _____ Phone _____

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
CORING EQUIP		GOOD	STORAGE
Thread machine		↓	↓

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder _____

Name/Title: Bahman Hannani / President

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Bon Air Inc

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated $ Amount
Name: ESSCO License No. 169577 License Class C10 DIR Registration No. 1000000171	Pasadena	electrical	22,000
Name: American Air Balance License No. 583562 License Class C61/062 DIR Registration No. 1000003722	Anaheim	Test & Air Balance CE	6000
Name: P&E License No. 763803 License Class C2 DIR Registration No. 1000001774	Chino	Insulation	18,000
Name: Janus Corporation License No. 572682 License Class C22 DIR Registration No. 1000000894	Concord	Abadment	20,000
Name: Professional Duct cleaning License No. 984738 License Class B, C20, C38 DIR Registration No. 1000020163	Los Angeles	Duct cleaning	10,000
Name: License No. License Class DIR Registration No.			

Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

    1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
    2. When the listed subcontractor becomes bankrupt or insolvent, or
    3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
    4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
    5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
    6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
    7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

Contractor's Affidavit of Non-collusion

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Bahman Hannani being first duly sworn, deposes and says:

1. That he/she is the President (Title of office if a corporation: "sole owner," "Partner," or other proper title) of Bon Air Inc, hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **City Hall HVAC Replacement Project, Job No. 2023-01**;

2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.

4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto

127

to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this FEB 22 day of _____ 2023

Ban Air Inc Contractor

Signature

Bahman Mannani Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON _____

See Attached CA Jurat form

Notary Public in and for the County of Los Angeles, State of California

Place Notary Seal Above

Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

} s.s.

Subscribed and sworn to (or affirmed) before me on this 22nd day of February (Month),

20 23, by Bahman Hannani and

Name of Signer (1)

_____, proved to me on the basis of

Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

_____

Signature of Notary Public

_____

For other required information (Notary Name, Commission No. etc.)

FARAMARZ RABIZADEH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2424951
LOS ANGELES COUNTY
My Comm. Exp. November 29, 2026

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☑ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

_____

2021 www.thebestnotary.net

Pre-Bid Site Inspection Certification

City Hall HVAC Replacement Project, Job No. 2023-01

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

BIDDER:

Company Name: Bon Air Inc

Signature: _____

Name/Title: Bahman Mannani / President

Date: 2/22/2023

BIDDER'S INSPECTORS:

Name: Hassan Dowlatshahi

Title: Superintendent

Date of Inspection: 02/16/2023

Name: _____

Title: _____

Date of Inspection: _____

Workers' Compensation Certificate

City Hall HVAC Replacement Project, Job No. 2023-01

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

BIDDER:

Company Name: Bon Air Inc

Signature: _____

Name/Title: Bahman Hannani / President

Date: 2/22/2023

Reference Standards

The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the City. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Associated of State Highway and Transportation Officials, Standard Specifications.
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrications, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice.
AMCA:	Air Moving and Conditioning association, Standards
ANSI:	American National Standards Institute
APA:	American Plywood Association
API:	American Petroleum Institute
APWA:	American Public Works Association, Specifications for Public Works Construction
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association
CISPI:	Standards Cast Iron Soil Pipe Institute, Standards
CMAA:	Crane Manufacturers' Association of America
CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	CalTrans Standard Specifications, State of California, Department of Transportation.
DOSH:	Division of Occupational Safety and Health, State of California, Department of Industrial Relations
ICEA:	Insulated Cable Engineers Association
IEEE:	Institute of Electrical and Electronic Engineers
IESNA:	Illuminating Engineering Society of North America
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers, Standards
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association, Standards

RIS:	Redwood Inspection Service, Standard
SDI:	Specifications Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
CBC:	California Building Code of the California Building Standards Commission
UL:	Underwriters Laboratories
WCLIB:	West Coast Lumber Inspection Bureau, Standard Grading and Dressing Rules

General Conditions

PROPOSAL

Date: February 27, 2023

City Hall HVAC Replacement Project, Job No. 2023-01

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.

(CORPORATE SEAL OR NOTARIAL ACKNOWLEDGEMENTS OF SIGNATURE - IF PARTNERSHIP OR PROPRIETORSHIP)

Firm Allison Mechanical, Inc.

By _____

(Signature)

Name/Title Don Allison, President

Address 1968 Essex Court, Redlands, CA

Zip 92373

Phone (909) 478-5633

E-mail: cityclerk@cityofrh.net

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Allison Mechanical, Inc. - Corporation

Donald Paul Allison, President

Mark Nicholas Allison, VP/Secretary

Heidi Annette Allison, Treasurer

Corporation organized under the laws of the State of: California

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On February 27, 2023 before me, Lisa Daniels, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Don Allison**********
Name(s) of Signer(s)

**********,

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

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

WITNESS my hand and official seal.

LISA DANIELS
COMM. # 2325150
NOTARY PUBLIC • CALIFORNIA
SAN BERNARDINO COUNTY
Comm. Exp. APR. 16, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

BIDDERS PROPOSAL

Name of Bidder: Allison Mechanical, Inc. The undersigned, having examined the proposed Contract Documents titled:

City Hall HVAC Replacement Project, Job No. 2023-01

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

SCHEDULE OF WORK AND UNIT PRICES FOR CITY OF ROLLING HILLS CITY HALL HVAC REPLACEMENT PROJECT

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST
GENERAL CONDITIONS				$ 36,000.00
General Description of work, not limited to the following; all general conditions applicable to the scope of work, project management, City Boilerplate and Division 01 of Specifications. General Site surveying, exploration of existing site conditions.				
General Conditions (Including Mobilization, etc.)	1	LS	$ 36,000.00	$36,000.00
EXISTING CONDITIONS				$ 73,000.00
General Description of work, not limited to the following; Selective demolition and Abatement, Division 02 of Specifications (also see Hazardous Materials Assessment)				
Demolition / Removals (excluding hazmat)	1	LS	$ 26,000.00	$ 26,000.00
Demolition / Removals (hazmat related only)	1	LS	$ 47,000.00	$ 47,000.00
CONCRETE WORK				$ 15,000.00
General Description of work, not limited to the following; all work required to install the reinforced concrete pads for the outdoor AC Units, Division 03 of Specifications				
Concrete Equipment Pads	3	EA	$ 3,000.00	$ 15,000.00

HEATING, VENTILATION, AND AIR CONDITIONING				**$ 195,000.00**
General Description of work, not limited to the following; all work required for installation of new heating, ventilation, and air conditioning systems, Division 23 of Specifications				
High Efficiency Furnace Units	3	EA	$ 3,000.00	$ 9,000.00
High Efficiency Air Conditioner	3	EA	$ 7,000.00	$ 21,000.00
Refrigerate Coiling Coils	3	EA	$ 2,500.00	$ 7,500.00
High Performance Economizer	3	EA	$ 3,000.00	$ 9,000.00
All Piping, Controls, Registers, Dampers, etc.	1	LS	$ 56,000.00	$ 56,000.00
Duct, Installation, Hanging, and Bracing	1	LS	$ 78,300.00	$ 78,300.00
Testing, Adjusting, and Balancing	1	LS	$ 8,500.00	$ 8,500.00
Air Duct Cleaning	1	LS	$ 5,700.00	$ 5,700.00
ELECTRICAL				**$ 39,000.00**
General Description of work, not limited to the following; all work required for installation of electrical power for the HVAC systems, Division 26 of Specifications				
Electrical Power for HVAC	1	LS	$ 39,000.00	$ 39,000.00
Base Bid Total			$ 358,000.00	

BASE BID:

Three Hundred Fifty-Eight Thousand Dollars	($ 358,000.00)
Base Bid Total Sum in Words Base Bid	Total Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

Allison Mechanical, Inc.	Bidder's Bond - 10% of the Total Bid Amount
Name of Bidder	Amount of Certified Check/Bidder's Bond
1968 Essex Court, Redlands, CA 92373	Inland Surety Bonds and Insurance Services
Address	Name of Bonding Company

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.

BID BOND

Bond No. : N/A **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS the City of Rolling Hills, California ("City"), has issued an invitation for bids for the work described as follows:

City Hall HVAC Replacement Project, Job No. 2023-01

WHEREAS Allison Mechanical, Inc.

1968 Essex Court, Redlands, CA, 92373

(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

WHEREAS, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and The Ohio Casualty Insurance Company

790 The City Drive South, Suite 200, Orange, CA, 92868

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of not to exceed ten percent (10%) of the total bid amount Dollars ($----------), being not less than ten percent (10%) of the total bid price, including alternate, in 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 23, 2023

"Principal" Company Name:	"Surety" Company Name
Allison Mechanical, Inc.	The Ohio Casualty Insurance Company
Don Allison	
By:	By:
Name:	Name: Renae N. Balderas
Its: President	Its: Attorney In Fact
By:	By:
Name:	Name:
Its:	Its:

(Seal) (Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208623-972008**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jennifer K. Green; Julia B. Bales; Kenneth A. Coate; Kevin Gigler; Renae N. Balderas; Stephanie D. Fisher

all of the city of Riverside state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 22nd day of August, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of February, 2023.

By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside

On FEB 23 2023 (*Date*) before me, Mariah Giselle Barela, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Renae N. Balderas (*Name(s) of Signer(s)*),

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

MARIAH GISELLE BARELA
COMM. #2417169
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Sept. 20, 2026

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

WITNESS my hand and official seal.

Signature MGB
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On February 27, 2023 *Date* before me, Lisa Daniels, Notary Public *Here Insert Name and Title of the Officer*,

personally appeared Don Allison********** *Name(s) of Signer(s)*
**********,

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

LISA DANIELS
COMM. # 2325150
NOTARY PUBLIC • CALIFORNIA
SAN BERNARDINO COUNTY
Comm. Exp. APR. 16, 2024
MGC1 MGC1

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2016 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Bidders Qualifications and References

Name of Bidder Allison Mechanical, Inc.

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for 29 years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of 29 years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

N/A

4. Contractor's License Number, State of California 679866 Class B/C20/C36/HAZ

5. Contractor's License Expiration Date 11/30/2023

6. Department of Industrial Relations (DIR) Registration Number 1000002213

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A	2020	Remove & Replace 107 Units at 6 Schools	$3140,713	$3,158,995	El Monte UHSD 6 Different Schools
B	2020	HVAC Upgrades - Demo. & Replaced 58 Coil Units	$2,482,902	$2,248,000	El Monte UHSD Mountain View HS
C	2021	Install Rooftop Pkg Units 10 at each school location	$992,456	$910,000	Antelope Valley UHSD Highland & Little Rock HS
D	2020	Installation of 6 - 5 Ton Bard Wall Mounted HVAC Units w/ related electrical and duct work	$107,284	$105,680	Mt. San Jacinto CCD Menifee Science Modular Village
E	2022	HVAC Upgrades - Replaced 22 wall mounted Heat Pumps	$291,299	$268,400	Murrieta Valley USD Thompson Middle School

8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A	Sandy Navarro	Acct Technicians Facilities	1003 Durfee Ave. South El Monte, CA 91733	(626) 444-9005 Ext. 9844
B	Sandy Navarro	Acct Technicians Facilities	1003 Durfee Ave. South El Monte, CA 91733	(626) 444-9005 Ext. 9844
C	Matt Havens	Facilities Director	44865 Third Street Lancaster, CA 93534	(661) 942-8496
D	Tamara Cunningham	Director of Procurement & General Services	1499 N. State Street, Bldg 200 Rm 223 San Jacinto, CA 92583	(951) 487-3116
E	Sandy Navarro	Acct Technicians Facilities	1003 Durfee Ave. South El Monte, CA 91733	(626) 444-9005 Ext. 9844

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank Pacific Western Bank Branch Upland

Bank _____ Branch _____

Bank _____ Branch _____

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company Inland Surety Bonds and Insurance Services Phone (951) 788-8581

Surety Company _____ Phone _____

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
(1)	Chevy Silverado w/ flat bed 1 ton	Good	Redlands, CA
(2)	Chevy Silverado w/ service body 3/4 ton	Good	Redland, CA
(4)	Werner 8' A frame Ladder 300Lb	Good	Redlands, CA
(2)	Werner 10' A frame Ladder 300Lb	Good	Redlands, CA

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder _____

Name/Title: Don Allison, President

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Allison Mechanical, Inc.

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated $ Amount
Name: American Air Balance License No. 583562 License Class C20/C61/D62/ DIR Registration No.1000003722	4721 E. Hunter Ave. Anaheim, CA 92807	TAB	$4,000.00
Name: P & E Insulation, Inc. License No. 763803 License Class C2/ASB DIR Registration No.1000001774	5455 Vine St. E Drive Chino, CA 91710	Insulation	$12,260.00
Name: Performance Electric License No.713154 License Class C10 DIR Registration No. 1000006361	1680 South E St. #A-3 San Bernardino, CA 92408	Electric	$35,000.00
Name: Accurate Concrete Sawing License No. 872965 License Class C8/C61/D06 DIR Registration No.1000007614	9515 Santa Fe Springs Road Santa Fe Springs, CA 90670	Concrete	$11,000.00
Name: Westcor Environmental, Inc. License No. 994682 License Class A/B/C20/C21/C22 DIR Registration No.1000003747	13911 Struikman Rd. Cerritos, CA 90703	Abatement	$35,000.00
Name: Professional Duct Cleaning Co. License No. 984738 License Class C61/D64 DIR Registration No.1000020163	4100 Scandia Way Los Angeles, CA 90065	Duct Cleaning	$2,955.00

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Allison Mechanical, Inc.

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated $ Amount
Name: Interior Plus License No. 760890 License Class B/C2/C9 DIR Registration No. 1000027415	12000 Slauson Ave. Unit 20 Santa Fe Springs, CA 90670	Drywall/ Paint	$6,650.00
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

    1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
    2. When the listed subcontractor becomes bankrupt or insolvent, or
    3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
    4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
    5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
    6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
    7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

Contractor's Affidavit of Non-collusion

STATE OF CALIFORNIA)
SAN BERNARDINO **) SS**
COUNTY OF LOS ANGELES)

Don Allison being first duly sworn, deposes and says:

1. That he/she is the President (Title of office if a corporation: "sole owner," "Partner," or other proper title) of Allison Mechanical, Inc., hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **City Hall HVAC Replacement Project, Job No. 2023-01**;

2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.

4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto

to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this 27 day of February 2023

Allison Mechanical, Inc. Contractor

Signature

Don Allison, President Name/Title

California Jurat Attached

~~SUBSCRIBED AND SWORN TO BEFORE ME~~

ON _____

_____

Notary Public in and for the County of Los Angeles, State of California

Place Notary Seal Above

CALIFORNIA
JURAT CERTIFICATE

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Bernardino

Subscribed and sworn to (or affirmed) before me on this 27th day of February, 2023, by Don Allison**********,

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

WITNESS MY HAND AND OFFICIAL SEAL.



Signature of Notary Public (Notary Seal)

OPTIONAL INFORMATION

The jurat contained within this document is in accordance with California law. Any affidavit subscribed and sworn to before a notary shall use the preceding wording or substantially similar wording pursuant to Civil Code sections 1189 and 8202. A jurat certificate cannot be affixed to a document sent by mail or otherwise delivered to a notary public, including electronic means, whereby the signer did not personally appear before the notary public, even if the signer is known by the notary public. The seal and signature cannot be affixed to a document without the correct notarial wording. As an additional option an affiant can produce an affidavit on the same document as the notarial certificate wording to eliminate the use of additional documentation.

DESCRIPTION OF ATTACHED DOCUMENT

(Title of document)

Number of Pages _____ (Including jurat)

Document Date _____

****

(Additional Information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual
- ☐ Corporate Officer
- ☐ Partner
- ☐ Attorney-In-Fact
- ☐ Trustee
- ☐ Other: _____

MMX V. BAN2 510.409.1334 www.BayAreaNotary.com

Pre-Bid Site Inspection Certification

City Hall HVAC Replacement Project, Job No. 2023-01

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

BIDDER:

Company Name: Allison Mechanical, Inc.

Signature: 

Name/Title: Don Allison, President

Date: February 27, 2023

BIDDER'S INSPECTORS:

Name: Derek Van Ommen

Title: Estimator

Date of Inspection: February 16, 2023

Name: _____

Title: _____

Date of Inspection: _____

Workers' Compensation Certificate

City Hall HVAC Replacement Project, Job No. 2023-01

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

BIDDER:

Company Name: Allison Mechanical, Inc.

Signature: _____

Name/Title: Don Allison, President

Date: February 27, 2023

Reference Standards

The standards referred to, except as modified, shall have full force and effect as though printed in this Specification, and shall be the latest edition or revision thereof in effect on the bid opening date, unless a particular edition or issue is indicated. Copies of these standards are not available from the City. Abbreviations and terms, or pronouns in place of them, shall be interpreted as follows:

AASHTO:	American Associated of State Highway and Transportation Officials, Standard Specifications.
ACI:	American Concrete Institute, Standards
AISC:	American Institute of Steel Construction, Specification for the Design, Fabrications, and Erection of Structural Steel for Buildings, and the AISC Code of Standard Practice.
AMCA:	Air Moving and Conditioning association, Standards
ANSI:	American National Standards Institute
APA:	American Plywood Association
API:	American Petroleum Institute
APWA:	American Public Works Association, Specifications for Public Works Construction
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASME:	American Society of Mechanical Engineers
ASTM:	American Society for Testing and Materials
AWPA:	American Wood-Preservers' Association, Standards
AWS:	American Welding Society
AWWA:	American Water Works Association
CISPI:	Standards Cast Iron Soil Pipe Institute, Standards
CMAA:	Crane Manufacturers' Association of America
CRSI:	Concrete Reinforcing Steel Institute, Standards
CSS:	CalTrans Standard Specifications, State of California, Department of Transportation.
DOSH:	Division of Occupational Safety and Health, State of California, Department of Industrial Relations
ICEA:	Insulated Cable Engineers Association
IEEE:	Institute of Electrical and Electronic Engineers
IESNA:	Illuminating Engineering Society of North America
MSS:	Manufacturers Standardization Society
NAAMM:	National Association of Architectural Metal Manufacturers
NACE:	National Association of Corrosion Engineers, Standards
NEC:	National Electric Code
NEMA:	National Electrical Manufacturers' Association, Standards

RIS:	Redwood Inspection Service, Standard
SDI:	Specifications Steel Door Institute
SMACNA:	Sheet Metal and Air Conditioning Contractors National Association
SSPC:	Steel Structures Painting Council, Specifications
CBC:	California Building Code of the California Building Standards Commission
UL:	Underwriters Laboratories
WCLIB:	West Coast Lumber Inspection Bureau, Standard Grading and Dressing Rules

RESOLUTION NO. 1329

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $207,427.00 FUNDED BY A TRANSFER OF GENERAL FUND RESERVES FOR THE CONSTRUCTION CONTRACT WITH AC PROS INC., FOR THE CITY HALL HVAC REPLACEMENT PROJECT

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On or around January 30, 2023 the City released a Notice Inviting Sealed Bids for the City Hall HVAC Replacement Project, Job No. 2023-01 ("Project").

C. The City received three bids for the Project. On or around February 28, 2023 the City publicly opened the bids. The low bid, from AC Pros Inc., a California corporation, was in the amount of one hundred and eighty eight thousand, five hundred and seventy dollars ($188,570.00).

D. On or around March 13, 2023, the City Council was presented with the bid from AC Pros Inc. and declared AC Pros Inc. the lowest responsible bidder. Further, the City Council authorized the City Manager to execute a written contract with AC Pros Inc. for the Project.

E. The City desires to appropriate $207,427.00 (includes a 10% contingency) in the Capital Projects Fund for the Construction Contract with AC Pros Inc. (attached as Exhibit "A").

Section 2. The sum of two hundred and seven thousand, four hundred and twenty seven forty dollars ($207,427.00) is hereby appropriated to the Capital Projects Fund funded from a transfer of General Fund reserves for the Construction Contract with AC Pros Inc.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 13th day of March, 2023

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

I certify that the foregoing Resolution No. 1329 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $207,427.00 FUNDED BY A TRANSFER OF GENERAL FUND RESERVES FOR THE CONSTRUCTION CONTRACT WITH AC PROS INC., FOR THE CITY HALL HVAC REPLACEMENT PROJECT

was approved and adopted at a regular meeting of the City Council on March 13, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH, CITY CLERK
Christian Horvath, City Clerk

Exhibit A

CONTRACT AGREEMENT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between AC Pros Inc., a California corporation (hereinafter referred to as "CONTRACTOR") and the City of Rolling Hills, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for the City Hall HVAC Replacement Project, Job No. 2023-01 (Project"), bids were received, publicly opened, and declared on the date specified in the notice; and

B. On March 13, 2023, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and

C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the City Hall HVAC Replacement Project, Job No. 2023-01 in the City of Rolling Hills.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, for the Project in the City of Rolling Hills. The work shall be performed in accordance with the Plans and Specifications dated [INSERT DATE], (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of all the documents and exhibits in the Request for Bid and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement shall govern. Collectively, these contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal of one hundred and eighty eight thousand, five hundred and seventy dollars ($188,570.00) as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within [INSERT VALUE] working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.

5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum of be $1000/day for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 (“Prevailing Wage Laws”), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws.

CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, 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 the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

   CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.

11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a

subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

    CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

    CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

14. CONTRACTOR'S LIABILITY: The City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the "Notice" section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

    a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

        i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and

personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000 per accident for bodily injury and property damage.

iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

v. Professional Liability (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the

CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.

d. Builder's Risk (Course of Construction) Insurance.

i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.

ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:

i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the claims reporting requirements must be submitted to the CITY for review.

v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.

g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY 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 CITY.

20. 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 contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession.

    Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

23. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

24. WHOLE 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 contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.

26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF ROLLING HILLS
2 Portuguese Bend Rd.
Rolling Hills, CA 90274

Attention: _____ Project Manager

CONTRACTOR:

AC Pros Inc.
18653 Ventura Blvd. # 251
Tarzana CA 91356
Attention: Noam Ziv

27. DISPUTES: Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and

mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims: For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation: The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

- Specifications
- Drawings
- Clarifications (Requests for Information)
- Schedules
- Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains

in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as

mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

24. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

25. TERMINATION: This Contract may be terminated by CITY at any time, either with our without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.

26. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.

27. NO THIRD PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

28. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.

29. FORCE MAJEURE: If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure

Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

30. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

31. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

32. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

_____

_____

_____
TITLE Date

CITY OF ROLLING HILLS, CALIFORNIA

_____
CITY MANAGER Date

ATTEST:

_____
CITY CLERK Date

CONTRACTOR'S Business Phone_____

Emergency Phone at which CONTRACTOR can be reached at any time:

_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY Date

AGREEMENT OF INDEMNIFICATION
AND HOLD HARMLESS AND WAIVER OF SUBROGATION AND CONTRIBUTION

City Hall HVAC Replacement Project, Job No. 2023-01

AC Pros Inc., a California Corporation, Contractor License # 871821 ("Indemnitor"):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: Noam Ziv, President

_____

Agenda Item No.: 12.C
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO UNLIMITED ENVIRONMENTAL, INC. FOR THE DEMOLITION PACKAGE FOR: STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL, & ELECTRICAL SERVICES PROJECT #2023-02 AT AN AMOUNT OF $54,700; ADOPT BY RESOLUTION NO. 1330 AUTHORIZING A BUDGET MODIFICATION OF $60,170; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA**

DATE: **March 13, 2023**

BACKGROUND:
The current emergency standby generator is outdated and no longer functioning properly. Over the past five years City staff had enlisted several maintenance firms to service the existing generator. The existing emergency standby generator was at the end of its life cycle and the City is looking to replace the existing equipment with a new emergency standby generator. Repair activities for the current generator was presented to the City Council on October 26, 2020. Based on the information provided, the City Council directed staff to seek professional expertise to assist staff with unit replacement.

At the January 11, 2021 City Council meeting, City Council approved an amended agreement with Pacific Architecture and Engineering Inc. to assess the existing standby generator for the City Hall campus, provide a report on their findings, and discuss options to replace the existing non-working standby generator. The draft of the Standby Generator Assessment Report was delivered to the City on April 21, 2021. Pacific Architecture and Engineering, Inc. met with City staff on April 30, 2021 to review and discuss the report and findings. The Final Report was updated and submitted to the City on May 5, 2021 and City Staff presented to City Council on May 10, 2021. In summary, The report identified the parameters and constraints for the replacement standby generator/system Based on review of the prior 12 months electric bills, determined the existing 75 kw could be replaced with an equivalent sized system that would sufficient for the current building loads (City Hall and Rolling Hills Community Association

(RHCA) Building). The existing structure housing the generator does not comply with current code requirements for clearances and has water intrusion with water collecting in the fuel moat with the potential infiltrate into the electrical system and cause damage. This building would need to be removed, replaced, or repaired for repurposing.

The report presented to City Council on May 10, 2021 provided 3 Options for consideration and an interim solution. City Council raised numerous questions about the report during the May 10, 2021 meeting and moved to continue this item to a future meeting pending responses to questions raised. Pacific Architecture and Engineering Inc. provided responses to the list of questions generated. The questions and responses were reviewed and discussed at the May 24, 2021 City Council meeting. At the May 24, 2021 meeting City Council directed staff to: 1) Pursue the Solar Option to replace the existing Emergency Standby Generator, and; 2) Consider leasing portable generator to provide emergency standby power until the Solar option is designed and installed, and; 3) Verify the portable generator could connect to the existing Automatic Transfer Switch (ATS), and; 4) Remove the existing non-functioning emergency standby generator, and: 5) Repair the water intrusion problem at the existing generator structure repaired.

At the June 14, 2021 City Council meeting, City Council approved the second amendment to the contract with Pacific Architecture and Engineering Inc. for design services required to address the direction provided by City Council.

At the November 22, 2021 City Council Meeting staff presented Pacific Architecture and Engineering Inc's prepared plans and specifications for the demolition (removal) of the existing emergency generator and to address the water intrusion problem at the existing generator structure. Those plans and specifications were ready to put out to bid.

In January, 2022, The City released a Notice Inviting Sealed Bids for this project with a closing date of February 9, 2022. There were no responsive bidders at closing.

DISCUSSION:
On January 31, 2023, the City officially released the Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services Project # 2023-02 Bid and posted it on the City's website.

On February 2nd and 9th, 2023, the City published the Request for Bid in a local newspaper as mandated by the State Public Contract Code.

On February 16, 2023, the City hosted an optional job walk for interested bidders. Project Manager Alan Palermo was on site to facilitate the walkthrough.

On February 28, 2023, the City received two (2) sealed bids at the 1pm Bid Closing via FedEx. The order ranked the lowest responsive bid for work included are as follows:

Bidder	Address	Amount
Unlimited Environmental, Inc.	2300 E Curry St Building B, Long Beach, CA, 90805	$54,700
Integrated Demolition and Remediation, Inc.	4938 E. La Palma Ave. Anaheim, CA 92807	$79,800

Staff validated all bids received and determined that Unlimited Environmental, Inc. is the lowest responsive and responsible bidder. Staff recommendation is to award the construction contract to Unlimited Environmental, Inc. for $54,700 and allocate an additional $5,470 as a 10% contingency for a total of $60,170.

ENVIRONMENTAL REVIEW
The solicitation for bids did not constitute a Project as defined under the California Environmental Quality Act ("CEQA"). Further, the removal at City Hall was exempt from CEQA pursuant to section 15301 of the CEQA Guidelines (Existing facilities) in that it involves minor alteration of existing public facilities/mechanical equipment by removing the existing, non-functioning emergency generator and providing waterproofing and electrical services. Also, this project is exempt from CEQA pursuant to section 15061 in that it can be seen with certainty that the removal of a non-functioning, emergency generator will not have a significant effect on the environment."

FISCAL IMPACT:
The removal of the Standby Generator is not budgeted in the FY 2022-2023 adopted budget. As such, Council action is required to amend the budget and increase budgeted appropriations by $60,170 in the Capital Projects Fund which will be funded from a transfer of available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

COST: $60,170 includes 10% contingency.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_PBN_230131_NOB_2023-02_CH_StandbyGeneratorDemo_Affidavit.pdf
CL_PBN_230209_NOB_2023-02_CH_StandbyGeneratorDemo_Affidavit_2nd.pdf
CL_BID_230228_2023-02_CH_StandbyGeneratorDemo_ID&RInc.pdf
CL_BID_230228_2023-02_CH_StandbyGeneratorDemo_UnlimitedEnvInc.pdf
ResolutionNo1330_GeneratorRemovalProject2023-02_BudgetAmendment.pdf
CA_AGR_230313_Unlimited Environmental_GeneratorRemovalProject2023-02_Draft.pdf

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Account Number:	5007827
Ad Order Number:	0011584468
Customer's Reference/PO Number:	
Publication:	Daily Breeze
Publication Dates:	02/02/2023
Total Amount:	$260.63
Payment Amount:	$0.00
Amount Due:	$260.63
Notice ID:	F0vTrUVbM1usJyX8FX8l
Invoice Text:	Notice to Contractors Inviting Bids – City of Rolling Hills, CA January 30, 2023 NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until 3:00 P.M. on February 28, 2023 . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City. Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02 Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List. An optional pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 11:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you. Contact project manager, Alan Palermo, at 310-717-3244 or alanmpal@gmail.com for questions regarding this project . CITY OF ROLLING HILLS, CALIFORNIA

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011584468

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/02/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 2nd day of February, 2023.

Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

Notice to Contractors Inviting Bids – City of Rolling Hills, CA
January 30, 2023

NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **3:00 P.M. on February 28, 2023** . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List.

An optional pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 11:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you.

Contact project manager, Alan Palermo, at 310-717-3244 or alanmpal@gmail.com for questions regarding this project .

CITY OF ROLLING HILLS, CALIFORNIA
Daily Breeze
Published: 2/2/23

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635
pfernandez@scng.com

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

Account Number:	5007827
Ad Order Number:	0011584521
Customer's Reference/PO Number:	
Publication:	Daily Breeze
Publication Dates:	02/09/2023
Total Amount:	$270.23
Payment Amount:	$0.00
Amount Due:	$270.23
Notice ID:	zBUv45xUJyRlVy4Am2JV
Invoice Text:	Notice to Contractors Inviting Bids – City of Rolling Hills, CA January 30, 2023 NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until 3:00 P.M. on February 28, 2023 . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City. Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02 Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List. An optional pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 11:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you. Contact project manager, Alan Palermo, at 310-717-3244 or alanmpal@gmail.com for questions regarding this project . CITY OF ROLLING HILLS, CALIFORNIA

DAILY BREEZE
Local. News. Matters.
dailybreeze.com

Daily Breeze
2615 Pacific Coast Highway #329
Hermosa Beach, California 90254
(310) 543-6635

0011584521

City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not party to or interested in the above-entitled matter. I am the principal clerk of the printer of Daily Breeze, a newspaper of general circulation, printed and published in the City of Hermosa Beach*, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of County of Los Angeles, State of California, under the date of June 15, 1945, Decree No. Pomo C-606. The notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

02/09/2023

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Hermosa Beach, California

On this 9th day of February, 2023.

Signature

*Daily Breeze circulation includes the following cities: Carson, Compton, Culver City, El Segundo, Gardena, Harbor City, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Los Angeles, Long Beach, Manhattan Beach, Palos Verdes Peninsula, Palos Verdes, Rancho Palos Verdes, Rancho Palos Verdes Estates, Redondo Beach, San Pedro, Santa Monica, Torrance and Wilmington

Notice to Contractors Inviting Bids –
City of Rolling Hills, CA
January 30, 2023

NOTICE IS HEREBY GIVEN that sealed proposals for performing the following described work will be received at the office of the City Clerk of the City of Rolling Hills, 2 Portuguese Bend Road, Rolling Hills, California, until **3:00 P.M. on February 28, 2023** . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City.

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders may request plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net . All companies requesting project documents will be added to the Project Plan Holder List.

An optional pre-bid job walk will be held at the job site, City Hall, 2 Portuguese Bend Road, Rolling Hills, at 11:00 a.m., on February 16, 2023. To allow the City to coordinate this job walk with appropriate social distancing measures, please register for the job walk with the project manager via phone or email by 10:00 a.m. on February 14, 2023. Please include your name, phone number, firm name and the number of people attending with you.

Contact project manager, Alan Palermo, at 310-717-3244 or alanmpal@gmail.com for questions regarding this project .

CITY OF ROLLING HILLS, CALIFORNIA

Daily Breeze
Published: 2/9/23

PROPOSAL

Date: February 23, 2023

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.

(CORPORATE SEAL OR NOTARIAL ACKNOWLEDGEMENTS OF SIGNATURE - IF PARTNERSHIP OR PROPRIETORSHIP)

Firm Integrated Demolition and Remediation Inc.

By _____

(Signature)

Name/Title Shrenik Vora, President

Address 4938 E. La Palma Ave. Anaheim, CA

Zip 92807

Phone (714) 340-3333

E-mail: cityclerk@cityofrh.net

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Integrated Demolition and Remediation Inc.

Corporation

Shrenik Vora, President

Siddharth Vora, Secretary

Corporation organized under the laws of the State of: California

BIDDERS PROPOSAL

Name of Bidder: Integrated Demolition and Remediation Inc. The undersigned, having examined the proposed Contract Documents titled:

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Demolition, Sitework, Waterproof Removal, and Electrical Services	1	LS	$ 79,800.00	$ 79,800.00

BASE BID:

Seventy Nine Thousand Eight Hundred ($ 79,800.00)

Base Bid Total Sum in Words Base Bid — Total Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

Integrated Demolition and Remediation Inc. — Name of Bidder

7,980.00 — Amount of Certified Check/Bidder's Bond

4938 E. La Palma Ave. Anaheim, CA 92807 — Address

Zurich North American/ Fidelity and Deposit Company of Maryland — Name of Bonding Company

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.

BID BOND

Bond No. : N/A - BID BOND **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS the City of Rolling Hills, California ("City"), has issued an invitation for bids for the work described as follows:

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

WHEREAS INTEGRATED DEMOLITION AND REMEDIATION, INC.

4938 E. LA PALMA AVE, ANAHEIM, CA 92807

(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

WHEREAS, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1299 ZURICH WAY 5TH FL. SCHAUMBURG, IL 60196-1056

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of TEN PERCENT OF THE TOTAL AMOUNT BID Dollars ($ 10% OF THE TOTAL AMOUNT BID), being not less than ten percent (10%) of the total bid price, including alternate, in 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: FEBRUARY 16, 2023

"Principal" Company Name:	"Surety" Company Name
INTEGRATED DEMOLITION AND REMEDIATION, INC.	FIDELITY AND DEPOSIT COMPANY OF MARYLAND
4938 E. LA PALMA AVE, ANAHEIM, CA 92807	1299 ZURICH WAY 5TH FL. SCHAUMBURG, IL 60196-1056
By: [signature]	By: [signature]
Name: Shazik Vora	Name: JENNIFER OCHS
Its: President	Its: ATTORNEY-IN-FACT
By:	By: N/A
Name:	Name: N/A
Its:	Its: N/A
(Seal)	(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On FEB 16 2023 before me, RHONDA LARSON, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared JENNIFER OCHS
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

RHONDA LARSON
Notary Public - California
Los Angeles County
Commission # 2329998
My Comm. Expires Jun 27, 2024

Signature _____
Signature of Notary Public
RHONDA LARSON, NOTARY PUBLIC

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint B. ALEMAN, Ethan SPECTOR, Timothy NOONAN, Janina MONROE, Adriana VALENZUELA, Jennifer OCHS, Aidan SMOCK, Lisa CRAIL, Simone GERHARD, Erin BROWN, Paul RODRIGUEZ, Emily NEWELL, D. GARCIA, KD WAPATO, Marina TAPIA, Edward C. SPECTOR, Ethan SPECTOR **of Los Angeles, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 07th day of February, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 07th day of February, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of FEBRUARY, 2023.

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } **S.S.**

On February 20, 2023 before me, Radhika Vora, Notary Public,
Name of Notary Public, Title

personally appeared Shrenik Vora
Name of Signer (1)

None
Name of Signer (2)

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

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

WITNESS my hand and official seal.

RADHIKA VORA
COMM. # 2345092
NOTARY PUBLIC ◆CALIFORNIA
ORANGE COUNTY
Comm. Exp. FEB. 3, 2025

Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

© 2009-2015 Notary Learning Center - All Rights Reserved You can purchase copies of this form from our web site at: www.TheNotarysStore.com

Bidders Qualifications and References

Name of Bidder Integrated Demolition and Remediation Inc.

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for 8 years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of 8 years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

Our company Integrated Demolition and Remediation Inc. (IDR) has NEVER failed to satisfactorily complete a contract awarded to us

4. Contractor's License Number, State of California 1003504 Class A, B, C-21,C-22, HAZ

5. Contractor's License Expiration Date 05/31/2023

6. Department of Industrial Relations (DIR) Registration Number 1000023608

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A	2021	Demolition & Abatement	$2,500,000.00	$2,500,000.00	1575 Payne Ave. Edwards, CA 93523 Muroc Joint Unified School District
C	2021	Demolition & Abatement	$1,200,000.00	$1,200,000.00	7721 Juliette Low Drive, Huntington Beach, CA 92647 Ocean View School District
D	2020	Demolition & Abatement	$1,337,600.00	$1,337,600.00	618 Charles E Young Dr. S Los Angeles, CA 90095 University California Los Angeles
E	2021	Demolition & Abatement	$800,000.00	$800,000.00	14782 Eden St, Midway City CA 92655 Westminster School District
E	2021	Demolition & Abatement	$700,000.00	$700,000.00	23300 Cottonwood Ave. Moreno Valley, CA 92553 Moreno Valley Unified School District

8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A	Trevor Walker	Project Manager	17100 Foothill Ave. North Edwards, CA 93523	(760) 769-4821
B	Maria Bautista	Project Manager	9441 Haven Avenue, Rancho Cucamonga, California 91730	(909) 476-0590
C	Alonzo Villasenor	Project Manager	4000 Westerly Place, Suite 100, Newport Beach, CA 92660	(562) 577-6780
D	Mike Fadullon	Project Manager	1849 Sawtelle Blvd. Suite 610, Los Angeles, CA 90025	(626) 715-0295
E	Tom Wertanen	Project Manager	1701 South Bon View Ave. Ontario, CA 91761	(909) 947-3768

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank Pacific Western Bank Branch 275 N Brea Blvd. Brea CA 92821

Bank _____ Branch _____

Bank _____ Branch _____

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company Zurich North American/ Fidelity and Deposit Company of Maryland Phone (213) 270-0716

Surety Company _____ Phone _____

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project: SEE ATTACHED

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder _____

Name/Title: Shrenik Vora, President

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Integrated Demolition and Remediation Inc.

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated $ Amount
Name: LOS GAVILANES ELECTRIC INC License No. 1059862 License Class C10 - ELECTRICAL DIR Registration No. 1000997041	ANAHEIM	Electrical	10,000.00
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

    1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
    2. When the listed subcontractor becomes bankrupt or insolvent, or
    3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
    4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
    5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
    6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
    7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

Contractor's Affidavit of Non-collusion

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Shrenik Vora being first duly sworn, deposes and says:

1. That he/she is the President (Title of office if a corporation: "sole owner," "Partner," or other proper title) of Integrated Demolition and Remediation Inc., hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02**;

2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.

4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this 23rd day of February 2023

Integrated Demolition and Remediation Inc. Contractor

Signature

Shrenik Vora, President Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON Please see attached for Notary.

Notary Public in and for the County of Los Angeles, State of California

Place Notary Seal Above

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } **S.S.**

Subscribed and sworn to (or affirmed) before me on this 23rd day of February (Month),

2023, by Shrenik Vora (Name of Signer (1)) and

N/A (Name of Signer (2)), proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Signature of Notary Public

For other required information (Notary Name, Commission No. etc.)

RADHIKA VORA
COMM. # 2345092
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. FEB. 3, 2025

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

© 2009-2015 Notary Learning Center - All Rights Reserved You can purchase copies of this form from our web site at www.TheNotarysStore.com

Pre-Bid Site Inspection Certification

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

BIDDER:

Company Name: Integrated Demolition and Remediation Inc.

Signature: _____

Name/Title: Shrenik Vora, President

Date: 02/23/2023

BIDDER'S INSPECTORS:

Name: Jay Gandhi

Title: Estimator

Date of Inspection: 02/16/2023

Name: _____

Title: _____

Date of Inspection: _____

Workers' Compensation Certificate

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

BIDDER:

Company Name: Integrated Demolition and Remediation Inc.

Signature: _____

Name/Title: Shrenik Vora, President

Date: 02/23/2023

INTEGRATED DEMOLITION AND REMEDIATION INC.

Single Source Turnkey Contractor for all Demolition and Remediation Services

IDR EQUIPMENT

EQUIPMENT	ATTACHMENTS	CURRENT LOCATION	CONDITION
TRUCKS:			
2011 INTERN. DUMP TRUCK	DUMP TRUCK	CA	Good
2007 WATER TRUCK	2000 GALLON	CA	Good
2006 FORD F550 UTILITY TRUCK	11 FT BODY	CA	Good
EXCAVATORS:			
2017 CAT 330F	BK-01	CA	Good
2012 VOLVO EC380 DL	BK-02	CA	Good
2005 CAT 345C EXC	BK-03	CA	Good
2012 DOOSAN DX225LC	BK-05	CA	Good
2006 KOMATSU PC400	BK-06	CA	Good
2015 CAT 329FL EXC	BK-07	CA	Good
2017 CAT 313FLGC EXC	BK-08	CA	Good
2018 CAT 320FL EXC	BK-09	CA	Good
2014 LINK BELT 470X3	BK-11	CA	Good
2014 LINK BELT 470X3	BK-12	CA	Good
2013 LINK BELT 470X3	BK-13	CA	Good
2012 LINK BELT 470X2	BK-14	CA	Good
2011 LINK BELT 350X2	N/A	CA	Good
2014 VOLVO EC380EL	NA	CA	Good
2015 CAT 349FL EXC	BUCKET	CA	Good
2015 VOLVO EC480EL	BUCKET/THUMB	CA	Good
2015 VOLVO EC480EL EXC	BUCKET	CA	Good
2015 CAT 336FL EXC	BUCKET	CA	Good
2012 VOLVO EC380DL	BUCKET	CA	Good
2012 CAT 349 EL	BUCKET	CA	Good
2015 VOLVO EC380EL	BUCKET	CA	Good
2015 VOLVO EC380EL	BUCKET	CA	Good

2017 VOLVO EC350EL	BUCKET/THUMB	CA	Good
2017 VOLVO EC350EL	BUCKET/THUMB	CA	Good
2022 VOLVO EC480HR	BUCKET/THUMB	CA	Good
MINI EXCAVATORS			
2016 CAT 308E MINI EXC	48" THUMB	CA	Good
2019 BOCAT E27Z MINI EXC	28 " THUMB	CA	Good
2016 BOBCAT E45 MINI EXC	30" THUMB	CA	Good
MINI EXCAVATOR ATTACHM			
HANMEN 308 BRAKER	MBKR-1	CA	Good
HANMEN 550 BRAKER	MBKR-02	CA	Good
24" BUCKET FOR E27Z	NA	CA	Good
24" BUCKET FOR E45	NA	CA	Good
12" BUCKET FOR E45	NA	CA	Good
12" BUCKET FOR E27Z	NA	CA	Good
36" BUCKET FOR E27Z	NA	CA	Good
BOBCATS/SKID STEER			
2015 BOBCAT S770	GPL-04	CA	Good
2015 BOBCAT S510	GPL-01	CA	Good
2013 BOBCAT S510	GPL-05	CA	Good
2014 BOBCAT S70	GPL-03	CA	Good
2012 CAT 242 SKIDSTEER	GPL-09	CA	Good
2016 BOBCAT S510	GPL-02	CA	Good
2014 BOBCAT T770	BUCKET	CA	Good
2017 JOHN DEER LOADER	GRAPPLE	CA	Good
2014 BOBCAT T750	GRAPPLE/SKLETN	CA	Good
2013 BOBCAT T590	GRAPPLE	CA	Good

PROPOSAL

Date: February 27, 2023

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

TO THE CITY OF ROLLING HILLS, ROLLING HILLS, CALIFORNIA

Pursuant to the foregoing Notice to Contractors, the undersigned bidder herewith submits a proposal on the bidding form or forms attached hereto and made a part hereof, and binds himself on award by the City of Rolling Hills under this proposal to execute in accordance with such award a contract, of which this proposal and the said Notice to Contractors, Instructions to Bidders, Specifications, and drawings shall be a part, and to furnish the bond or bonds required by the Specifications. The attached Notice to Contractors, Instructions to Bidders, Specifications, and drawings are made a part of this proposal and all provisions thereof are hereby accepted.

The bidder acknowledges that the Instructions to Bidders provides, among other things, that the Contract shall be terminated and the bid bond forfeited if the contractor fails to provide the applicable insurance certificates and bonds within the time set forth in Section 21 of the Instructions to Bidders.

The bidder further agrees that, in case of his/her default in executing the required contract and the required bond or bonds, or furnishing the required insurance, the money payable under the bid bond accompanying his proposal shall be applied by the City towards payment of the damage to the City on account of such default, as provided in the specifications.

(CORPORATE SEAL OR NOTARIAL ACKNOWLEDGEMENTS OF SIGNATURE - IF PARTNERSHIP OR PROPRIETORSHIP)

Firm Unlimited Environmental, Inc.

By _____

(Signature)

Name/Title Jill Hunt-Dupleich, Vice President

Address 2300 E. Curry St., Bldg B, Long Beach, CA

Zip 90805

Phone (562) 981-6600

E-mail: cityclerk@cityofrh.net

Nature of firm (corporation, partnership, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

Corporation

W. Scott Lange, President, Secretary, Treasurer

Jill Hunt-Dupleich, Vice President

Corporation organized under the laws of the State of: CA

BIDDERS PROPOSAL

Name of Bidder: Unlimited Environmental, Inc. The undersigned, having examined the proposed Contract Documents titled:

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents as itemized below:

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Demolition, Sitework, Waterproof Removal, and Electrical Services	1	LS	$ 54,700.00	$ 54,700.00

BASE BID:

Fifty-four thousand seven hundred dollars ($ 54,700.00)

Base Bid Total Sum in Words Base Bid — Total Sum in Figures

The City reserves the right to request the unit price of some or all contract items.

Unlimited Environmental, Inc. — Name of Bidder

10% of Bidders Highest Bid — Amount of Certified Check/Bidder's Bond

20335 Ventura Blvd, Ste 426, Woodland Hills, CA 91364 — Address

Contractor Managing General Insurance Agency, Inc — Name of Bonding Company

The price shall include all State, Federal, and other taxes applicable to the project, and shall be a firm offer for a period of Ninety (90) days after the date of bid opening.

BID BOND

Bond No. : N/A **KNOW ALL PERSONS BY THESE PRESENTS** that:

WHEREAS the City of Rolling Hills, California ("City"), has issued an invitation for bids for the work described as follows:

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

WHEREAS Unlimited Environmental, Inc.

2300 East Curry St. Bldg B, Long Beach, CA 90805
(Name and address of bidder)

("Principal"), desires to submit a bid to City or the work.

WHEREAS, bidders are required, under the terms of the Section 20170 of the California Public Contract Code, to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Developers Surety and Indemnity Company

17771 Cowan Suite #100, Irvine, CA 92614
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of Ten Percent of Total Amount Bid---- Dollars ($10% of Bid----), being not less than ten percent (10%) of the total bid price, including alternate, in 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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal is awarded a contract for the work by the City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and reasonable attorneys' fees in an amount fixed by the court.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: February 24, 2023

"Principal" Company Name:	"Surety" Company Name
Unlimited Environmental, Inc.	Developers Surety and Indemnity Company
By:	By:
Name: Jill Dupleich	Name: Rebecca Haas-Bates
Its: Exec. vice president	Its: Attorney-in-Fact
By:	By:
Name:	Name:
Its:	Its:
(Seal)	(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 02/24/2023 (*Date*) before me, Alma Karen Hernandez, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared Rebecca Haas-Bates (*Name(s) of Signer(s)*),

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

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

WITNESS my hand and official seal.

ALMA KAREN HERNANDEZ
Notary Public - California
Orange County
Commission # 2390908
My Comm. Expires Jan 16, 2026

Signature _____ (*Signature of Notary Public*)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 02/24/2023
Number of Pages: Two(2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☑ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Developers Surety and Indemnity Company

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adair, and Rebecca Haas-Bates, of Irvine, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective February 24, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on November 3, 2022.

RESOLVED, that Sam Zaza, Senior Vice President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this December 5, 2022.

By: _____
Printed Name: Sam Zaza
Title: Senior Vice President, Surety

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

STATE OF California COUNTY OF Orange

On this 5th day of December, 2022 before me, Diane J. Kawata personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

DIANE J. KAWATA
Notary Public - California
Orange County
Commission # 2284027
My Comm. Expires Apr 28, 2023

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this 22 day of November, 2022.

DocuSigned by:
By: Barry W. Moses
6B6415E7ADE548C...

Barry W. Moses, Assistant Secretary

POA No. N/A

Ed. 1122

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On February 27, 2023 before me, Shelly H. Stratton, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Jill Dupleich
Name(s) of Signer(s)

,

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

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

WITNESS my hand and official seal.

SHELLY H. STRATTON
Notary Public - California
Los Angeles County
Commission # 2386400
My Comm. Expires Dec 11, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

Bidders Qualifications and References

Name of Bidder Unlimited Environmental, Inc.

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for 23 years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of 23 years.

3. The bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows (Name any and all exceptions and reasons therefore):

N/A

4. Contractor's License Number, State of California 668511 Class A & B

5. Contractor's License Expiration Date 03/31/2023

6. Department of Industrial Relations (DIR) Registration Number 1000001068

7. The following contracts have been satisfactorily completed in the last three years for the persons, firm, or authority indicated; and to whom reference is made. (Name five contracts and include the total contract amount as well as the original bid amount for each contract.)

	YEAR	TYPE OF WORK	FINAL CONTRACT AMOUNT	ORIGINAL CONTRACT AMOUNT	LOCATION AND FOR WHOM PERFORMED
A	2023	Abatement & Demolition	$116,600.00	$116,600.00	16007 Crenshaw Boulevard, Torrance, California 90506; El Camino Community College District
C	2022	Abatement & Demolition	$331,839.52	$275,000.00	815 Eureka Street, Bakersfield, CA 93305; Bakersfield City School District
D	2022	Demolition	$90,135.43	$82,000.00	714 N. Central Ave. Tracy, CA, 95376 City of Tracy
E	2022	Abatement & Demolition	$592,436.00	$508,210.00	3510 Newton Ave, San Diego, CA 92113; Sundt Construction
E	2020	Abatement & Demolition	$291,000.00	$291,000.00	Point Magu, Naval Base Ventura County; Heffler Contracting Group

8. The following persons may be contacted for information concerning the contract work listed above (list a reference for each contract named).

	NAME	TITLE	ADDRESS	TELEPHONE
A	Robert Brobst	Project Engineer	16007 Crenshaw Blvd., Torrance, CA 90506	(310) 660-3691
B	Jason Sitton	Assistant Director	1501 Feliz Drive, Bakersfield, CA 93307	(661) 563-2513
C	Ilene Macintire	Project Manager	333 Civic Center Plaza, Tracy, CA 95376	(510) 427-8700
D	Jared Mettee	Project Manager	41 Corporate Park, Suite 310 Irvine, CA, 92606	(619) 321-4842
E	Carl Castner	Senior Program Manager	535 Broadway Ste., 203 El Cajon, CA 92021	(406) 756-1775

9. Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

Bank Citizens Business Bank Branch 7755 Center Ave, Suite 1250, Huntington Beach,CA 92647

Bank _____ Branch _____

Bank _____ Branch _____

10. Reference is hereby made to the following surety company or companies as to the financial responsibility and general reliability of the bidder:

Surety Company Contractor Managing General Insurance Agency, Inc Phone (866) 363-2642

Surety Company _____ Phone _____

11. Following is a list of plant and equipment that is owned by the bidder and is definitely available for use on the proposed project:

QUANTITY	NAME, TYPE, AND CAPACITY	CONDITION	LOCATION
None	N/A	N/A	N/A

(Attach additional sheets as necessary)

12. All of the above statements as to experience, financial qualifications, and available plant and equipment are submitted in conjunction with the proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the bidder.

Signature of Bidder _____

Name/Title: Jill Hunt-Dupleich, Vice President

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Unlimited Environmental, Inc.

In compliance with the provisions of the Subletting and Subcontracting Fair Practices Act (Division 2, Part 1), Chapter 4 of the Public Contract Code of the State of California, and any amendments thereof), each bidder shall set forth below:

1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed in the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Contractor's total bid.

2. The portion and estimated dollar amount of the work which will be done by each subcontractor. The Contractor shall list only one subcontractor for each portion as is defined by the Contractor in his bid.

Please type or legibly print (attach additional sheets as necessary).

Name of Subcontractor	City	Portion	Estimated $ Amount
Name: TRE Lighting and Electrical License No. 1022223 License Class C-10 DIR Registration No. 1000062381	Anaheim, CA	Electrical	$6,500.00
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			
Name: License No. License Class DIR Registration No.			

Circumvention by the Contractor of the requirement under Section 4104 of the Public Contract Code to list his subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by this contract, shall be considered a violation of Division 2, Part 1, Chapter 4 of the Public Contract Code and shall subject the Contractor to the penalties set forth in Sections 4110 and 4111 of the Public Contract Code.

If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same portion for work to be performed under the contract in excess of one-half of one percent of the Contractor's total bid, he agrees that he/she is fully qualified to perform that portion himself/herself, and that he/she shall perform that portion himself/herself. If after award of contract, the Contractor subcontracts, except as provided for in Sections 4107 or 4109 of the Public Contract Code, any such portion of the work, the Contractor shall be subject to the penalties named in Section 4111 of the Public Contract Code.

The Contractor shall not:

A. Substitute any person as subcontractor in place of the subcontractor listed in the original bid, except that the City may, except as otherwise provided in Section 4107.5 of the Public Contract Code, consent to the substitution of another person as subcontractor:

    1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of such contractor's written bid, is presented to him/her by the Contractor, or
    2. When the listed subcontractor becomes bankrupt or insolvent, or
    3. When the listed subcontractor fails or refuses to perform his/her subcontract, or
    4. When the listed subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth in Section 43108 of the Public Contract Code, or
    5. When the Contractor demonstrates to the City, subject to the further provisions set forth in Section 4107.5 of the Public Contract Code, that the name of the subcontractor was listed as the result of an inadvertent clerical error, or
    6. When the listed subcontractor is not licensed pursuant to the Contractors License Law, or
    7. When the City determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

B. Permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the City.
C. Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half

of one percent of the Contractor's total bid as to which his original bid did not designate a subcontractor.

Prior to approval of a Contractor's request for a subcontractor substitution, the City will give notice in writing to the listed subcontractor of the Contractor's request to substitute and of the reason for the request. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified shall have five working days within which to transmit to the City written objections to the substitution. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution.

If written objections are filed, the City will give notice in writing of at least five working days to the listed subcontractor of a hearing by the City on the Contractor's request for substitution.

The Contractor, as a condition to asserting a claim of inadvertent clerical error in the listing of a subcontractor, shall within two working days after the time of the bid opening by the City, give written notice to the City and copies of such notice to both the subcontractor he claims to have listed in error and the intended subcontractor who had bid to the Contractor prior to the bid opening.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the City setting forth the facts constituting the emergency or necessity.

If the Contractor violates any of the provisions of Division 2, Part 1, Chapter 4 of the Public Contract Code or any amendments thereof, the Contractor violates his contract and the City may exercise the option, in its own discretion, of (1) canceling its contract, or (2) assessing the Contractor a penalty in an amount not more than ten percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under Section 4110 of the Public Contract Code the Contractor shall be entitled to a public hearing and to five days notice of the time and place thereof.

Contractor's Affidavit of Non-collusion

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

Jill Hunt-Dupleich being first duly sworn, deposes and says:

1. That he/she is the Vice President (Title of office if a corporation: "sole owner," "Partner," or other proper title) of Unlimited Environmental, Inc., hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02**;

2. That said proposal is genuine; that the same is not sham; that all statements of fact therein are true;

3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not named or disclosed.

4. That the Contractor did not, directly or indirectly induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or withdraw his/her bid, to raise or fix the bid price of the Contractor price or of anyone else, or to raise or fix any overhead profit, or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Rolling Hills, or of any other bidder, or anyone else interested in the proposed contract;

5. That the Contractor has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidders or induce action prejudicial to the interests of the City of Rolling Hills or of any other bidder, or anyone else interested in the proposed contract;

6. That the Contractor has not accepted any bid from any subcontractor or material man through any bid depository, the bylaws, rules or regulations, of which prohibit or prevent the Contractor from considering any bid from any subcontractor or material man, which is not processed through said bid depository, or which prevent any subcontractor or material man from bidding to any Contractor who does not use facilities of or accept bids from or through such bid depository;

7. That the Contractor has not been debarred from participation in any state or federal public works project.

8. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the City of Rolling Hills, or to any person or persons who have partnership or other financial interest with said Contractor in his business.

Dated this 27th day of February 2023

Unlimited Environmental, Inc. Contractor

Signature

Jill Hunt-Dupleich, Vice President Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON Feb 27, 2023

Notary Public in and for the County of Los Angeles, State of California

SHELLY H. STRATTON
Notary Public - California
Los Angeles County
Commission # 2386400
My Comm. Expires Dec 11, 2025

Place Notary Seal Above

Pre-Bid Site Inspection Certification

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

The bidder hereby certifies that he or she and his or her Subcontractors have inspected the work site of the above project, and have fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof. The bidder also certifies he or she has observed the designated Contractor Work Areas and access routes.

BIDDER:

Company Name: Unlimited Environmental, Inc.

Signature: _____

Name/Title: Jill Hunt-Dupleich, Vice President

Date: 2/27/2023

BIDDER'S INSPECTORS:

Name: Tom Gutierrez

Title: Estimator/Project Manager

Date of Inspection: 2/16/2023

Name: N/A

Title: _____

Date of Inspection: _____

Workers' Compensation Certificate

Demolition Package for: Standby Generator Removal, Waterproof Removal, & Electrical Services, Project, Job No. 2023-02

The bidder hereby certifies that he or she is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of any work on the above project.

BIDDER:

Company Name: Unlimited Environmental,Inc.

Signature: _____

Name/Title: Jill Hunt-Dupleich, Vice President

Date: 2/27/2023

RESOLUTION NO. 1330

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $60,170.00 FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR THE CONSTRUCTION CONTRACT WITH UNLIMITED ENVIRONMENTAL INC., FOR THE STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL & ELECTRICAL SERVICES

THE CITY COUNCIL OF THE CITY OF ROLLING HILLS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals.

A. It is the intention of the City Council of the City of Rolling Hills to review the adopted budget from time to time.

B. On or around January 30, 2023, the City released a Notice Inviting Sealed Bids for the Standby Generator Removal, Waterproof Removal, & Electrical Services, Job No. 2023-02 ("Project").

C. The City received two bids for the Project. On or around February 28, 2023, the City publicly opened the bids. The low bid, from Unlimited Environmental, Inc., a California corporation, was in the amount of fifty four thousand seven hundred dollars ($54,700.00).

D. On or around March 13, 2023, the City Council was presented with the bid from Unlimited Environmental, Inc. and declared Unlimited Environmental, Inc. the lowest responsible bidder. Further, the City Council authorized the City Manager to execute a written contract Unlimited Environmental, Inc. for the Project.

E. The City desires to appropriate $60,170.00 (includes a 10% contingency) in the Capital Projects Fund for the Construction Contract with Unlimited Environmental, Inc. (attached as Exhibit "A").

Section 2. The sum sixty thousand, one hundred and seventy dollars ($60,170.00) is hereby appropriated in the Capital Projects Fund funded from a transfer of General Fund reserves to fund the Construction Contract with Unlimited Environmental, Inc.

Section 3. This Resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book or original resolutions.

PASSED, APPROVED, AND ADOPTED this 13th day of March, 2023

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF ROLLING HILLS)

I certify that the foregoing Resolution No. 1330 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE CAPITAL PROJECTS FUND BY $60,170.00 FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR THE CONSTRUCTION CONTRACT WITH UNLIMITED ENVIRONMENTAL INC., FOR THE STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL & ELECTRICAL SERVICES

was approved and adopted at a regular meeting of the City Council on March 13, 2023, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH, CITY CLERK

Christian Horvath, City Clerk

Exhibit A

CONTRACT AGREEMENT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the City Manager and attested to by the City Clerk, by and between Unlimited Environmental, Inc., a California corporation (hereinafter referred to as "CONTRACTOR") and the City of Rolling Hills, California, a municipal corporation (hereinafter referred to as "CITY").

R E C I T A L S

A. Pursuant to the Notice Inviting Sealed Bids for the Standby Generator Removal, Waterproof Removal, & Electrical Services, Job No. 2023-02 (Project"), bids were received, publicly opened, and declared on the date specified in the notice; and

B. On March 13, 2023, City's City Council declared CONTRACTOR to be the lowest responsible bidder and accepted the bid of CONTRACTOR; and

C. The City Council has authorized the City Manager to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Standby Generator Removal, Waterproof Removal, & Electrical Services, Job No. 2023-02 in the City of Rolling Hills.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, it is agreed:

1. GENERAL SCOPE OF WORK: CITY agrees to engage CONTRACTOR and CONTRACTOR agrees to furnish all necessary labor, tools, materials, for the Project in the City of Rolling Hills. The work shall be performed in accordance with the Plans and Specifications dated [INSERT DATE], (the "Specifications") on file in the office of the City Clerk and in accordance with bid prices set forth in CONTRACTOR'S Bid Proposal and in accordance with the instructions of the City.

2. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The contract documents for the aforesaid project shall consist of all the documents and exhibits in the Request for Bid and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said contract documents are made a part hereof as though fully set forth herein. This contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement shall govern. Collectively, these contract documents constitute the complete agreement

between CITY and CONTRACTOR and supersede any previous agreements or understandings.

3. COMPENSATION: CONTRACTOR agrees to receive and accept the prices set forth in its Bid Proposal of fifty four thousand seven hundred dollars ($54,700.00) as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

4. TIME OF PERFORMANCE: CONTRACTOR agrees to complete the work within [INSERT VALUE] working days from the date of the notice to proceed. By signing this Agreement, CONTRACTOR represents to CITY that the contract time is reasonable for completion of the work and that CONTRACTOR will complete such work within the contract time.

5. LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum of be $1000/day for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

6. SUBSTITUTION OF SECURITIES: Pursuant to section 22300 of the Public Contract Code of the State of California, CONTRACTOR may request CITY to make retention payments directly to an escrow agent or may substitute securities for any money withheld by CITY to ensure performance under the contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with CITY or with a state or federally chartered bank as the escrow agent who shall return such securities to CONTRACTOR upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

7. PREVAILING WAGES AND CALIFORNIA LABOR LAWS.

Pursuant to Labor Code §§ 1720 *et seq.*, and as specified in 8 California Code of Regulations § 16000 (“Prevailing Wage Laws”), CONTRACTOR must pay its workers prevailing wages. It is CONTRACTOR’s responsibility to interpret and

implement any prevailing wage requirements, and CONTRACTOR agrees to pay any penalty or civil damages resulting from a violation of the prevailing wage laws. CONTRACTOR shall defend, indemnify and hold the CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. CONTRACTOR and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

In accordance with Labor Code § 1773.2, copies of the prevailing rate of per diem wages are available upon request from CITY's Engineering Division or the website for State of California Prevailing wage determination at http://www.dir.ca.gov/DLSR/PWD. CONTRACTOR must post a copy of the prevailing rate of per diem wages at the job site.

CITY directs CONTRACTOR's attention to Labor Code §§ 1777.5, 1777.6 and 3098 concerning the employment of apprentices by CONTRACTOR or any subcontractor.

Labor Code § 1777.5 requires CONTRACTOR or subcontractor employing tradesmen in any apprenticeship occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate must also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases will not be less than one to five except:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally, or

Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if CONTRACTOR employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

CONTRACTOR and any subcontractor must comply with Labor Code §§ 1777.5 and 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

The CONTRACTOR or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

CONTRACTOR and each subcontractor shall keep an accurate payroll record, 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 the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of CONTRACTOR in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, CONTRACTOR shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such CONTRACTOR must comply with this section. Should noncompliance still be evident after such 10-day period, CONTRACTOR shall, as a penalty to CITY, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on CONTRACTOR. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

By executing this Contract, CONTRACTOR verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

8. LEGAL HOURS OF WORK: Eight (8) hours of labor shall constitute a legal day's work for all workmen employed in the execution of this contract, and CONTRACTOR and any subcontractor under it shall comply with and be governed by the laws of the State of California having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code of the State of California as amended.

   CONTRACTOR shall forfeit, as a penalty to City, twenty-five dollars ($25.00) for each laborer, workman or mechanic employed in the execution of the contract, by him or any subcontractor under it, upon any of the work hereinbefore mentioned, for each calendar day during which the laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or 40 hours in any one calendar week in violation of the Labor Code.

9. PUBLIC WORKS CONTRACTOR REGISTRATION: Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

10. LABOR COMPLIANCE AND STOP ORDERS: This Project is subject to compliance monitoring and enforcement by the DIR. It shall be CONTRACTOR's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against CONTRACTOR or any subcontractor that affect CONTRACTOR's performance of Work, including any delay, shall be CONTRACTOR's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay subject to any applicable liquidated damages and shall not be compensable by the CITY. CONTRACTOR shall defend, indemnify and hold CITY, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against CONTRACTOR or any subcontractor.

11. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS: Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the Project shall be returned to the CITY. CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

12. LABOR/EMPLOYMENT SAFETY: CONTRACTOR shall comply with all applicable laws and regulations of the federal, state, and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States

    CONTRACTOR shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq.*), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. CONTRACTOR shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512.

    CONTRACTOR shall submit the Illness and Injury Prevention Program and a Project site specific safety program to CITY prior to beginning Work at the Project site. CONTRACTOR shall maintain a confined space program that meets or exceeds the CITY Standards. CONTRACTOR shall adhere to CITY's lock out tag out program

13. TRAVEL AND SUBSISTENCE PAY: CONTRACTOR agrees to pay travel and subsistence pay to each worker needed to execute the work required by this Agreement as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

14. CONTRACTOR'S LIABILITY: The City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work; or for injury or damage to any person or persons, either workers or employees of CONTRACTOR, of its subcontractors or the public, or for damage to adjoining or other property from any cause whatsoever arising out of or in connection with the performance of the work. CONTRACTOR shall be responsible for any damage or

injury to any person or property resulting from defects or obstructions or from any cause whatsoever.

To the fullest extent permitted by law, CONTRACTOR will indemnify Indemnities against and will hold and save Indemnitees harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organization arising out of or in connection with the work, operation, or activities of CONTRACTOR, its agents, employees, subcontractors or invitees provided for herein, whether or not there is concurrent passive negligence on the part of City. In connection therewith:

a. CONTRACTOR will defend any action or actions filed in connection with any such claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees, expert fees and costs incurred in connection therewith.

b. CONTRACTOR will promptly pay any judgment rendered against CONTRACTOR or Indemnitees covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations or activities of CONTRACTOR hereunder, and CONTRACTOR agrees to save and hold the Indemnitees harmless therefrom.

c. In the event Indemnitees are made a party to any action or proceeding filed or prosecuted against CONTRACTOR for damages or other claims arising out of or in connection with the work, operation or activities hereunder, CONTRACTOR agrees to pay to Indemnitees and any all costs and expenses incurred by Indemnitees in such action or proceeding together with reasonable attorneys' fees.

Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, to the extent required by Civil Code section 2782, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

So much of the money due to CONTRACTOR under and by virtue of the contract as shall be considered necessary by City may be retained by City until disposition has been made of such actions or claims for damages as aforesaid.

It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law.

This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under this Agreement or any additional insured endorsements which may extend to Indemnitees.

CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the CONTRACTOR regardless of any prior, concurrent, or subsequent passive negligence by the Indemnitees.

15. THIRD PARTY CLAIMS. In accordance with Public Contract Code § 9201, CITY will promptly inform CONTRACTOR regarding third-party claims against CONTRACTOR, but in no event later than ten (10) business days after CITY receives such claims. Such notification will be in writing and forwarded in accordance with the “Notice” section of this Agreement. As more specifically detailed in the contract documents, CONTRACTOR agrees to indemnify and defend the City against any third-party claim.

16. WORKERS COMPENSATION: In accordance with California Labor Code Sections 1860 and 3700, CONTRACTOR and each of its subcontractors will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, CONTRACTOR, by signing this contract, certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

17. INSURANCE: CONTRACTOR shall procure and maintain for the duration of the Agreement, and for 1 year thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

a. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

   i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

   ii. Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000 per accident for bodily injury and property damage.

   iii. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

   iv. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

   v. Professional Liability (if Design/Build), with limits no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

   vi. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

   vii. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

b. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the CONTRACTOR shall obtain coverage to reduce or eliminate such self-insured retentions as respects the CITY, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CITY.

c. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

i. The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONTRACTOR. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

ii. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

iii. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the CITY.

d. Builder's Risk (Course of Construction) Insurance.

i. CONTRACTOR may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the CITY as a loss payee as their interest may appear.

ii. If the Project does not involve new or major reconstruction, at the option of the CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery, and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

e. Claims Made Policies. If any coverage required is written on a claims-made coverage form:

i. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

iii. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the CONTRACTOR must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

iv. A copy of the claims reporting requirements must be submitted to the CITY for review.

v. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

f. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the CITY.

g. Waiver of Subrogation. CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

h. Verification of Coverage. CONTRACTOR shall furnish the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CITY before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

i. Subcontractors. CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONTRACTOR shall ensure that CITY is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

j. Special Risks or Circumstances. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

18. ASSIGNMENT: This contract is not assignable nor the performance of either party's duties delegable without the prior written consent of the other party. Any attempted or purported assignment or delegation of any of the rights of obligations of either party without the prior written consent of the other shall be void and of no force and effect.

19. INDEPENDENT CONTRACTOR: CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent contractor. Neither the CITY 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 CITY.

20. 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 contract. CONTRACTOR is responsible for ascertaining and arranging to pay them. The prices established in the contract shall include compensation for any taxes CONTRACTOR is required to pay by laws and regulations in effect at the bid opening date.

21. LICENSES: CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of CONTRACTOR to practice its profession.

    Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within five (5) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

22. RECORDS: CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by CITY or any authorized representative, and will be retained for four years after the expiration of this Agreement. All such records shall be made available for inspection or audit by CITY at any time during regular business hours.

23. SEVERABILITY: If any portion of these contract documents are declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will

be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

24. WHOLE 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 contract acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement, statements or promise not contained in this contract shall not be valid or binding. Any modifications of this contract will be effective only if signed by the party to be charged.

25. AUTHORITY: CONTRACTOR affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. This Agreement may be modified by written amendment. CITY's city manager may execute any such amendment on CITY's behalf.

26. NOTICES: All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY OF ROLLING HILLS
2 Portuguese Bend Rd.
Rolling Hills, CA 90274

Attention: _____ Project Manager

CONTRACTOR:

Unlimited Environmental, Inc.
2300 E. Curry St. Bldg. B
Long Beach, CA 90805
Attention: W. Scott Lange

27. DISPUTES: Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

Claims: For purposes of this Section, "Claim" means a separate demand by CONTRACTOR, after a change order duly requested in accordance with the terms of this Contract has been denied by the CITY, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of CONTRACTOR pursuant to the Contract, or (C) an amount the payment of which is disputed by the CITY. A "Claim" does not include any demand for payment for which CONTRACTOR has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until CONTRACTOR completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and CONTRACTOR's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the CITY and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

Supporting Documentation: The CONTRACTOR shall submit all claims in the following format:

Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

List of documents relating to claim:

- Specifications
- Drawings
- Clarifications (Requests for Information)
- Schedules
- Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

If CONTRACTOR's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, CONTRACTOR shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

City's Response. Upon receipt of a claim pursuant to this Section, CITY shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide CONTRACTOR a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

If CITY needs approval from its governing body to provide the CONTRACTOR a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, CITY shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide CONTRACTOR a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, CITY may request in writing additional documentation supporting the claim or relating to defenses or claims CITY may have against the CONTRACTOR. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of CITY and the CONTRACTOR.

CITY's written response to the claim, as further documented, shall be submitted to CONTRACTOR within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by CONTRACTOR in producing the additional information or requested documentation, whichever is greater.

Meet and Confer. If the CONTRACTOR disputes CITY's written response, or CITY fails to respond within the time prescribed, the CONTRACTOR may so notify CITY, in writing, either within 15 days of receipt of CITY's response or within 15 days of CITY's failure to respond within the time prescribed, respectively, and demand an informal conference to

meet and confer for settlement of the issues in dispute. Upon receipt of a demand, CITY shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, CITY shall provide the CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after CITY issues its written statement. Any disputed portion of the claim, as identified by CONTRACTOR in writing, shall be submitted to nonbinding mediation, with CITY and CONTRACTOR sharing the associated costs equally. CITY and CONTRACTOR shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing unless the parties agree to select a mediator at a later time.

If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by CITY and CONTRACTOR in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

The mediation shall be held no earlier than the date CONTRACTOR completes the Work or the date that CONTRACTOR last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation unless a new unrelated claim arises after mediation is completed.

Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, CONTRACTOR must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time CONTRACTOR submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures.. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, CONTRACTOR must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the CITY. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by CONTRACTOR. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, CONTRACTOR shall be barred from bringing and maintaining a valid lawsuit against the CITY. A Government Code claim must be filed no earlier than the date the work is completed or the date CONTRACTOR last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

Non-Waiver. CITY's failure to respond to a claim from CONTRACTOR within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. CITY's failure to respond shall not waive CITY's rights to any subsequent procedures for the resolution of disputed claims.

24. NON-DISCRIMINATION: Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. A violation of this section exposes CONTRACTOR to the penalties provided for in Labor Code Section 1735.

25. TERMINATION: This Contract may be terminated by CITY at any time, either with our without cause, by giving CONTRACTOR three (3) days advance written notice. In the event of termination by CITY for any reason other than the fault of CONTRACTOR, CITY shall pay CONTRACTOR for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, CITY may terminate the Contract immediately without notice, may reduce payment to CONTRACTOR in the amount necessary to offset CITY's resulting damages, and may pursue any other available recourse against CONTRACTOR. CONTRACTOR may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by CONTRACTOR in connection with its performance of this Contract.

26. ANTI-TRUST CLAIMS: This provision shall be operative if this Contract Agreement is applicable to California Public Contract Code Section 7103.5. In entering into this Contract Agreement to supply goods, services or materials, Contractor hereby 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. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract Agreement. This assignment shall be made and become effective at the time the Agency tender final payment to Contractor, without further acknowledgment by the Parties.

27. NO THIRD PARTY BENEFICIARY: This Contract and every provision herein is for the exclusive benefit of the Contractor and the City and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of the Contractor's or the City's obligations under this Contract.

28. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.

29. FORCE MAJEURE: If CONTRACTOR is delayed in the performance or progress of the work by a Force Majeure Event, then the CONTRACTOR shall be entitled

to a time extension, as provided in the contract documents, when the work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be CONTRACTOR's sole and exclusive remedy for such delays and the CONTRACTOR will not receive an adjustment to the contract price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the contract documents. A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of CONTRACTOR and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

30. PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE: Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

31. ACCEPTANCE OF FACSIMILE SIGNATURES: The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects as having the same effect as an original signature.

32. GOVERNING LAW: This Agreement shall be governed by the laws of the State of California, and exclusive venue for any action involving this Contract will be in Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement with all the formalities required by law on the respective dates set forth opposite their signatures.

State of California
CONTRACTOR'S License No. _____

CONTRACTOR

_____

_____

_____
TITLE Date

CITY OF ROLLING HILLS, CALIFORNIA

_____
CITY MANAGER Date

ATTEST:

_____
CITY CLERK Date

CONTRACTOR'S Business Phone_____

Emergency Phone at which CONTRACTOR can be reached at any time:

_____

APPROVED AS TO FORM:

_____
CITY ATTORNEY Date

AGREEMENT OF INDEMNIFICATION
AND HOLD HARMLESS AND WAIVER OF SUBROGATION AND CONTRIBUTION

Standby Generator Removal, Waterproof Removal, & Electrical Services, Job No. 2023-02

Unlimited Environmental, Inc., a California Corporation, Contractor License # 668511 ("Indemnitor"):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Rolling Hills and its respective elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any

prior, concurrent, or subsequent active or passive negligence by the Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name: W. Scott Lange, President, Secretary & Treasurer

_____

Agenda Item No.: 14.A
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **ELAINE JENG, CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DISCUSS SOUTH BAY CITIES COUNCIL OF GOVERNMENTS (SBCCOG) MEMBERSHIP DUES (MAYOR WILSON)**

DATE: **March 13, 2023**

BACKGROUND:
At the February 13 City Council meeting, Councilmember Bea Dieringer presented the South Bay Cities Council of Government's (SBCCOG) Finance Committee recommendations for potential membership dues. No action was taken by the City Council. At the same meeting, the City Council voted to assign Mayor Pat Wilson to be the designated representative to the SBCCOG. Previously, Councilmember Dieringer was the designated SBCCOG representative.

Both Mayor Wilson and Councilmember Dieringer participated in the February 23 SBCCOG Board of Directors meeting where the proposed membership dues were discussed. In response to the request of Rolling Hills, the SBCCOG Board of Directors voted to notice member cities of a potential increase and postpone further discussion on the matter until the next board meeting.

DISCUSSION:
The SBCCOG presented three scenarios to formulate the future membership dues effective July 1, 2023. Scenario 3 is the preferred scenario and it includes the current dues combined with the assessment for a planner, plus $20,000 increase. The membership dues for Scenario 3 is listed on page nine of the SBCCOG Ad Hoc Finance Committee presentation dated February 1, 2023 attached to this report.

Mayor Wilson requested staff to analyze the membership dues under Scenario 3 and look at the per capita cost per membership city. There are 17 member cities in SBCCOG. Dividing the membership dues listed under Scenario 3 by the population of the respective city, the City of Carson would pay $0.36 per capita while the City of Rolling Hills Estates would pay $1.39 per capita. Excluding Rolling Hills, these points representing the low and the high cost per capita of the spread. Rolling Hills would pay $4.42 per capita. In reviewing the data on a per capita basis, Mayor Wilson noted the inequity of the proposed formula. The per capita cost has the

City of Rolling Hills contributing more than three times the high point of the spread among the member cities.

Taking an average of the low and high per capita cost, Mayor Wilson would like the City Council to consider proposing a membership due of $1,695 for Rolling Hills ($0.87 average x 1,939 [Rolling Hills population]).

FISCAL IMPACT:
Under SBCCOG's Scenario 3, Rolling Hills would pay $7,726 for membership dues on July 1. If Mayor Wilson's proposal is accepted by the SBCCOG, there would be a savings of $6,031 of General Fund expenditure.

RECOMMENDATION:
Receive a presentation from Mayor Pat Wilson and provide direction to staff.

ATTACHMENTS:
CL_AGN_230213_SBCCOG_FinanceCommittee_02.01.23_AgendaSlides.pdf
GV_GVO_COG_1.20 CIty Pop Sqmi GEN Fund Final (2).pdf

South Bay Cities Council of Governments

Ad Hoc Finance Committee

February 1, 2023



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

Agenda

I. **Welcome**

II. **Dues and Assessment**
- Dues Options
- Unfunded opportunities - (Placer A.I., grant writer, lobbyist that our cities would have access to)
- Recommendations to Steering Committee

III. **Policies**
- Recommendations

IV. **Change of Contractor Status? Tabled to March 2023**

Dues & Assessment

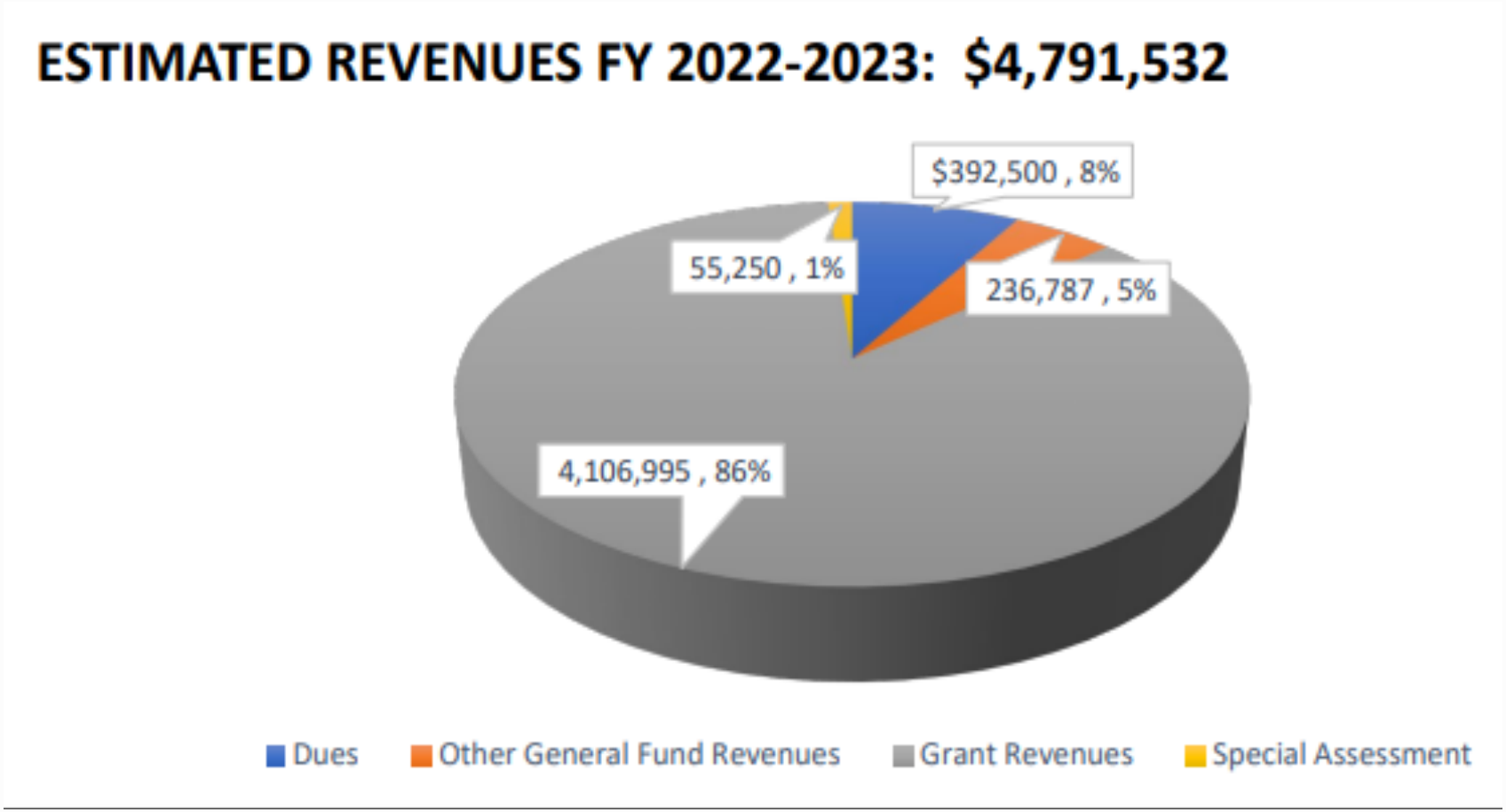
Overview

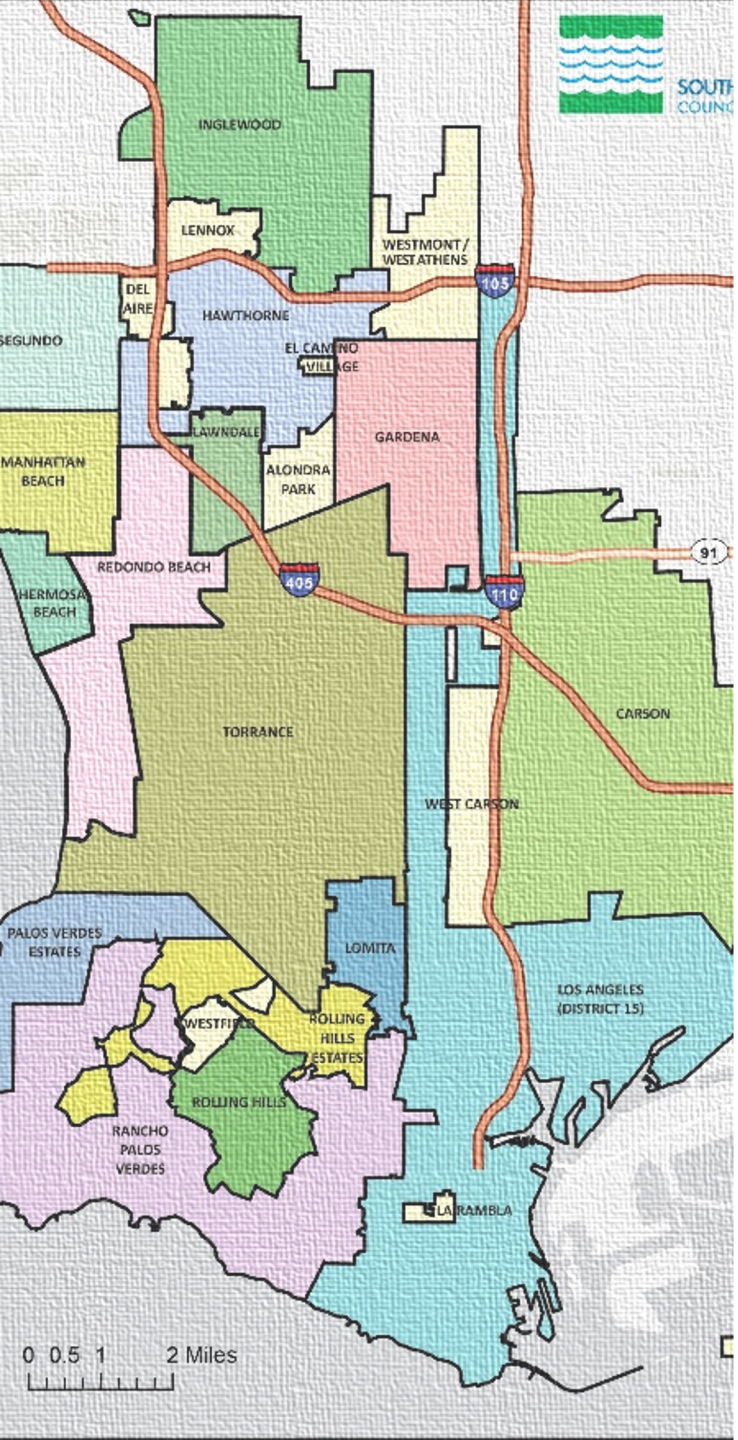
- Last dues increase FY 2019-2020
- FYs 2016-2020 Dues were increased by a total of $20,000 per year split among each member by formula to fund reserve
- Planning Assessment FYs 2021-22 and 2022-23

Dues & Assessment – Dues History

CITY	2015-2016 Increase $20,000/yr.	2016-2017 Increase $20,000/yr.	2017-2018 Increase $20,000/yr.	2018-2019 Increase $20,000/yr.	2019-2020 Increase $20,000/yr.
CARSON	$ 21,360	$ 22,727	$ 24,094	$ 25,461	$ 26,828
EL SEGUNDO	$ 13,178	$ 14,021	$ 14,865	$ 15,708	$ 16,551
GARDENA	$ 17,358	$ 18,469	$ 19,580	$ 20,691	$ 21,802
HAWTHORNE	$ 21,817	$ 23,214	$ 24,610	$ 26,006	$ 27,403
HERMOSA BEACH	$ 9,608	$ 10,223	$ 10,837	$ 11,452	$ 12,067
INGLEWOOD	$ 32,344	$ 34,414	$ 36,484	$ 38,554	$ 40,624
LAWNDALE	$ 11,398	$ 12,127	$ 12,856	$ 13,586	$ 14,315
LOMITA	$ 8,555	$ 9,103	$ 9,650	$ 10,198	$ 10,745
LOS ANGELES	$ 36,758	$ 39,111	$ 41,463	$ 43,816	$ 46,168
MANHATTAN BEACH	$ 13,880	$ 14,768	$ 15,656	$ 16,545	$ 17,433
PALOS VERDES ESTATES	$ 8,077	$ 8,594	$ 9,111	$ 9,628	$ 10,145
RANCHO PALOS VERDES	$ 12,361	$ 13,153	$ 13,944	$ 14,735	$ 15,526
REDONDO BEACH	$ 19,294	$ 20,529	$ 21,764	$ 22,999	$ 24,234
ROLLING HILLS ESTATES	$ 7,143	$ 7,601	$ 8,058	$ 8,515	$ 8,972
ROLLING HILLS	$ 4,942	$ 5,259	$ 5,575	$ 5,891	$ 6,207
TORRANCE	$ 36,758	$ 39,111	$ 41,463	$ 43,816	$ 46,168
COUNTY OF LOS ANGELES	$ 37,668	$ 40,078	$ 42,489	$ 44,900	$ 47,311
Total Dues:	$ 312,500	$ 332,500	$ 352,500	$ 372,500	$ 392,500

Dues Vs Outside Funding





Programs & Activities Fully or Partly Funded with General Funds

- SBCCOG Board & Steering Committee & Working Groups
- Board Education, Networking, & Go-See Trips
- Legislative tracking & Advocacy
- General Assembly
- Board Special Projects (examples: coyotes, housing trust, solar, big data)
- Electric Vehicle infrastructure & adoption
- Climate Action & Adaptation
- SBCCOG Organizational Promotion - website, newsletter, social media
- All New Program Development
- Volunteer Program
- Grant Development & Applications

Unfunded Opportunities

Missing opportunities that we don't have resources to work on:

- Placer A.I. (data)
- Legislative tracking & Advocacy – lobbyist that cities could share
- Board Special Projects (examples: coyotes, housing trust, solar, big data)
- Electric Vehicle Infrastructure & Adoption
- Renewable Energy – Solar
- Micro-grid
- Climate Action & Adaptation
- SBCCOG Enhanced Organizational Promotion - website, newsletter, social media
- New Program Development/Grant Opportunities
- Growing Volunteer Program
- Grant Development & Applications – grant writer

Dues & Assessment - CPI

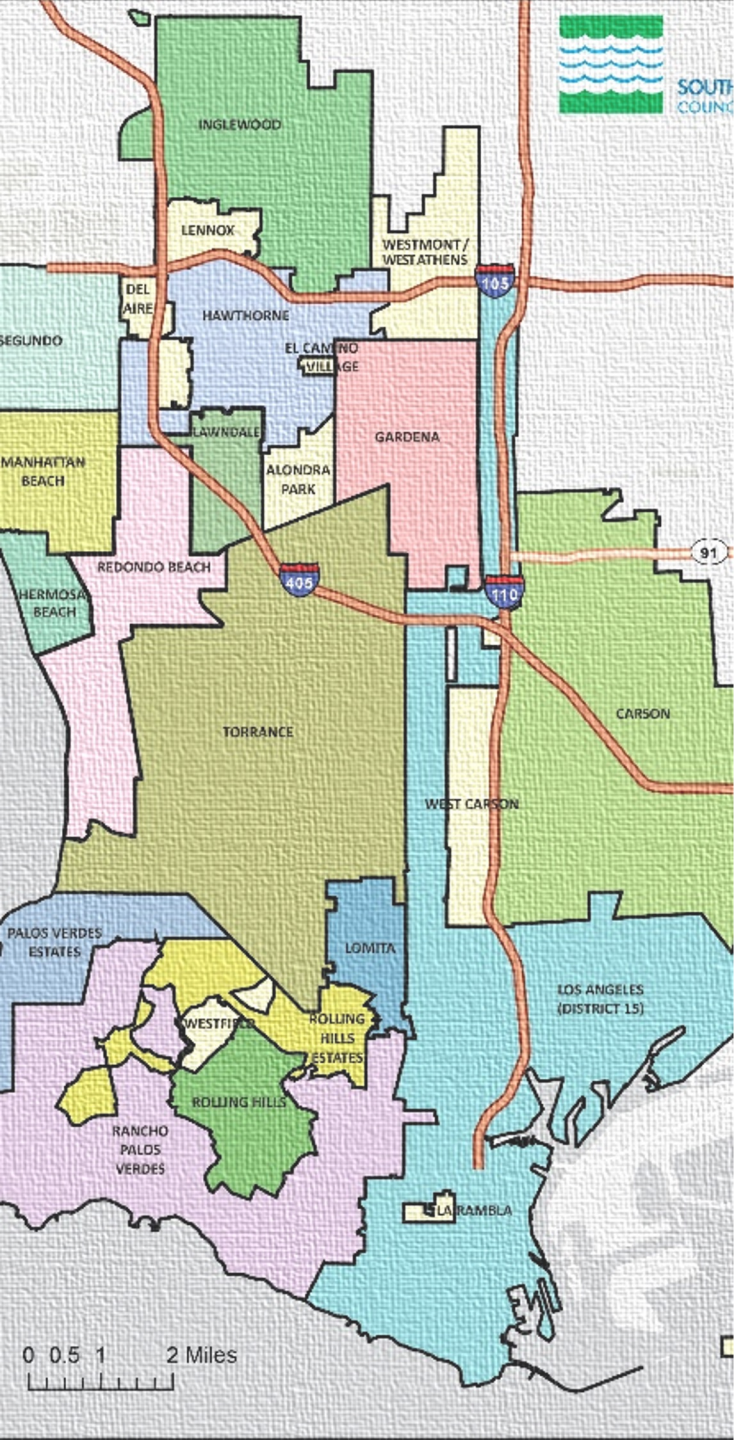
CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Calendar Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8
2022	7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0	4.9	7.4

Dues & Assessment - Scenarios

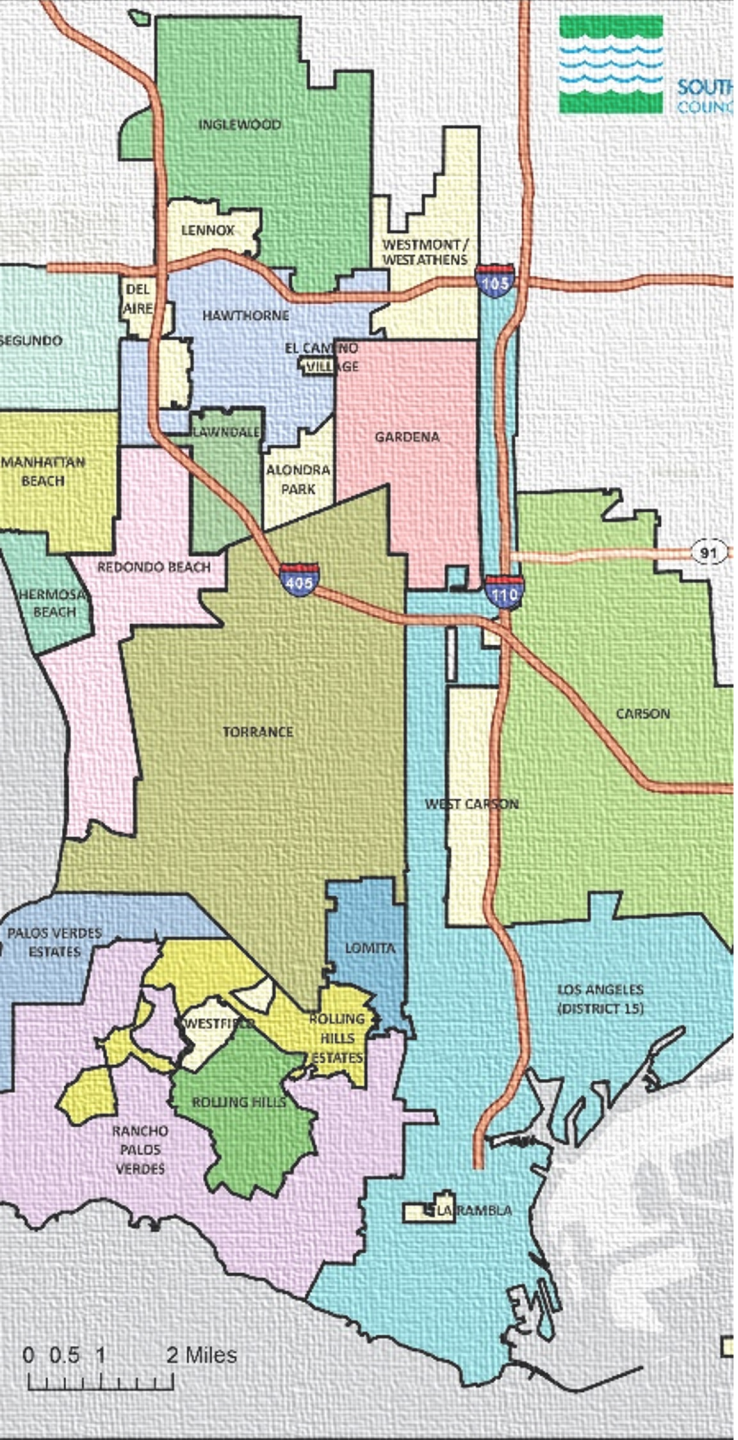
City of/Entity	Special Assessment Fee	Current Membership Dues	Total Billed	Scenario 1 Dues & Assessment 2020-21 CPI Increase* of 3.9% 2021-22 CPI Increase* of 7.7%	Scenario 2 Dues Combined w/ Assessment (Existing Formula) $20,000 total increase	Scenario 3 Scenario 2 + with CPI Average Increase for 3 yrs 2020-22 (4.5%)
Carson	4,500	26,828	31,328	34,962	31,954	33,392
El Segundo	2,000	16,551	18,551	20,703	19,714	20,601
Gardena	3,250	21,802	25,052	27,958	25,968	27,137
Hawthorne	4,500	27,403	31,903	35,604	32,639	34,108
Hermosa Beach	2,000	12,067	14,067	15,699	14,373	15,020
Inglewood	4,500	40,624	45,124	50,358	48,387	50,564
Lawndale	3,250	14,315	17,565	19,603	17,050	17,818
Lomita	2,000	10,745	12,745	14,223	12,798	13,374
Los Angeles	4,500	46,168	50,668	56,545	54,990	57,464
Manhattan Beach	3,250	17,433	20,683	23,082	20,764	21,699
Palos Verdes Estates	2,000	10,145	12,145	13,554	12,084	12,627
Rancho Palos Verdes	3,250	15,526	18,776	20,954	18,493	19,325
Redondo Beach	3,250	24,234	27,484	30,672	28,865	30,164
Rolling Hills	2,000	6,207	8,207	9,159	7,393	7,726
Rolling Hills Estates	2,000	8,972	10,972	12,245	10,686	11,167
Torrance	4,500	46,168	50,668	56,545	54,990	57,464
County of Los Angeles	4,500	47,311	51,811	57,821	56,351	58,887
	55,250	392,499	447,749	499,688	467,499	488,536

*The base for computing the adjustment is the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles - Anaheim - Riverside based on the year 1982-1984 = 100 as published by the U.S. Department of Labor's Bureau of Labor Statistics - Reference: https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm



Recommendation – Dues & Assessment

- Adopt Scenario #3 for FY 2023-24
  - Combines the special assessment into the dues formula
  - Adjusts budget to account for CPI
- Assess budget adjustment annually FY
- 2023-24 -Re-evaluate reserve amount by looking at shutdown costs per policy to do this every 5 years
- Uphoff/Cruikshank - Dieringer no

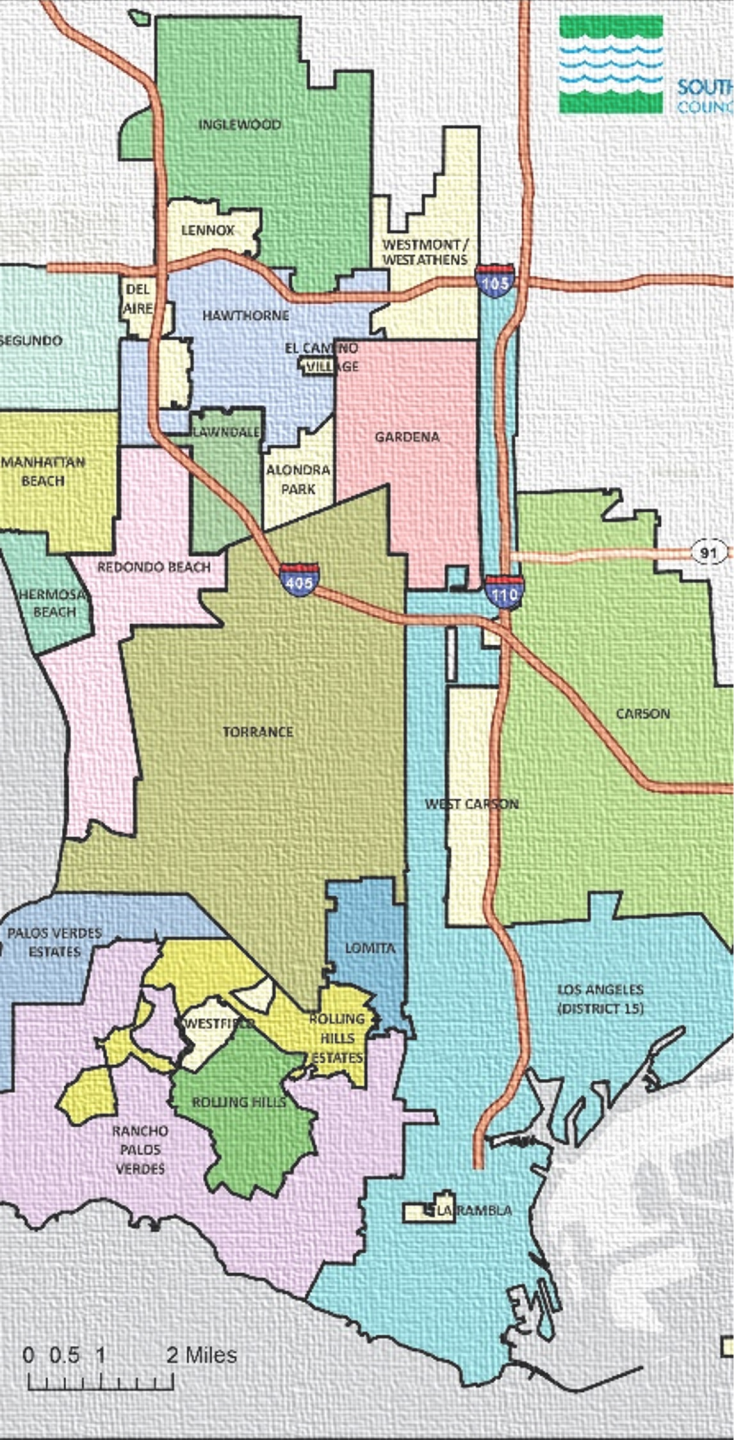


Schedule – Dues & Assessment

- Notify the Board in Feb. 2023 that an increase is being considered
- Determine recommended dues for budget preparation at April 2023 Steering Committee meeting
- Discussion of Budget at May 2023 Board meeting
- Action: Budget Adoption at June 2023 Board meeting

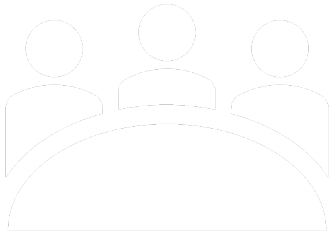
Policy Revision Recommendations

- **Existing Policy - Authorization for Contract Approvals (Jun. 2010)**
  - Authorizes Steering Committee to enter into contracts up to $7,500 within budget & report to Board
  - Authorizes Executive Director to enter into contracts up to $2,500 within budget & report to Steering Committee
  - Sets authority for Steering Committee to approve regular monthly invoice payment at the beginning of each fiscal year (ex. rent)
- **Proposed Addition**
  - The Executive Director can approve and report to the Steering Committee:
    - All contracts that are no cost – no fiscal impact
    - Contract amendments for funding increases in the amount of $25,000 or less for contracts that bring revenue to the SBCCOG
    - Cruikshank/Uphoff - Dieringer no



Schedule – Policy Revisions

- **Recommend Authorization for Proposed Executive Director Approvals**
  - Recommend February Steering Committee send to Board for approval at February Board meeting



Questions



Next Steps

1. **Items for next agenda**
   - Unfunded opportunities – put dollar amount to it & prioritize list
2. **Next Meeting if needed – March 2023**

Data for Dues Scenarios 2020 - Item 1.b.

City	Population (2017 Dept of Finance)	% of Population	Sq Mi	Scenario 3	Cost per capita
Carson	93,604	9.200%	19.2	$33,392	$0.36
El Segundo	17,000	1.671%	5.46	$20,601	$1.21
Gardena	60,721	5.968%	5.9	$27,137	$0.45
Hawthorne	89,000	8.747%	6.09	$34,108	$0.38
Hermosa Beach	19,847	1.951%	1.43	$15,020	$0.76
Inglewood	109,673	10.779%	9.09	$50,564	$0.46
Lawndale	33,607	3.303%	1.97	$17,818	$0.53
Lomita	22,000	2.162%	2	$13,374	$0.61
City of LA	145,274	14.278%	10.04	$57,464	$0.40
Manhattan Beach	35,532	3.492%	3.94	$21,699	$0.61
Palos Verdes Estates	13,400	1.317%	4.79	$12,627	$0.94
Rancho PV	42,000	4.128%	13.6	$19,325	$0.46
Redondo Beach	68,000	6.683%	6.2	$30,164	$0.44
Rolling Hills	1,939	0.191%	3	$8,576	$4.42
Rolling Hills Estates	8,028	0.789%	4.18	$11,167	$1.39
Torrance	149,245	14.669%	21	$57,464	$0.39
County of Los Angeles	108,571	10.671%	30.92	$58,887	$0.54
	1,017,441				

Average cost per capita between highest and lowest, excluding Rolling Hills: $0.87

Mayor Wilson's proposed membership due for Rolling Hills, using the above average: **$1,694.44**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 03/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **STORM IMPACTS TO THE COMMUNITY ON THE WEEKEND OF FEBRUARY 24, 2023 (MAYOR PRO TEM MIRSCH)**

DATE: **March 13, 2023**

BACKGROUND:
The storm during the weekend of February 24 wreaked havoc throughout the City. On Friday, around 8 PM, a tree fell on Crest Road West near Quail Ridge North/South. The tree uprooted communication cables and blocked the road. RHCA crew was at the scene around 8:30 PM to cone off the area and remove the tree. The road was reopened around 11:30 PM.

Around 10 PM, three trees fell at 1 Johns Canyon Road blocking the road, partially uprooting a private driveway, damaging a transformer, and knocking out power to 31 customers. An outage report was filed with SCE at 10:05 PM. The Fire Department and RHCA staff lead by Arty Beckler was on scene with a tree trimming company around 11 PM, however, could not start removing the downed trees because of the threat of a live wire. SCE needed to clear the live wire to make the area safe. After about an hour, the tree trimming company was sent home and an RHCA staff member remained to monitor the site in the rain. There were reports that no one was at the scene because the staff member was inside a vehicle with lights turned off. Saturday morning, sometime between 1 AM and 2 AM, SCE arrived at the site to clear the live wire. RHCA and its tree trimming company returned to cut the downed trees and clear the road around 3 AM. They worked until the road was reopened sometime around 7 AM. Once the road was cleared, SCE could begin restoring power. However, the storm caused damage throughout the region inundating SCE with service calls so they were not able to return immediately. An Alert SouthBay message was sent at 8:27 AM based on information from SCE's website that power was expected to be restored by 10:15 AM. City and RHCA staff were trying to reach SCE for an update as their crew was not at the scene. Another Alert SouthBay message was sent at 12:16 PM indicating SCE changed the ETA to 3 PM. SCE's subcontractor arrived around 1 PM and power was restored around 4:30 PM.

Saturday morning, City staff reached out to Cox Communications to make sure their service

had not been affected by the fallen tree on Crest Road West. Dave Simpson of Cox contacted John Signo around 11 AM letting him know their operations team is aware and checking on the situation. Mr. Simpson indicated in the early afternoon that Cox services were operational in the Crest Road West and Johns Canyon Road area. He indicated their team would continue to investigate the uprooted cables along Crest Road West and would bury and restore the lines if theirs.

On Saturday, at 13 Cinchring Road, there was a pine tree branch that fell on a utility line. Fire Station 56 was able to respond but could not repair the downed line. They were able to warn residents by knocking on doors. The incident was reported to SCE. Davey Tree Services, contracted with RHCA, was on the scene around 2 PM to clear debris. By around 4:30 PM Marian Visco who lives at 15 Cinchring Road reported the branches had been cut and SCE was going to follow up with the lines.

Saturday morning, around 9:30 AM, Mr. Popovich reported a new sinkhole developing on Middleridge Lane. He indicated his neighbor was walking his dogs and the ground caved in. RHCA responded that the road shoulder would be closed. After inspection, RHCA staff noticed two more sinkholes in the area that opened overnight. RHCA put up barricades and caution tape to close off the entire road shoulder.

DISCUSSION:

There was a lot information going around and City staff was trying to monitor the situations based on emails, text messages, and phone calls. Alert SouthBay messages were sent throughout the day to notify residents and councilmembers were being updated on activities.

On Tuesday, March 7, the City Manager arranged for the Fire Department to meet with residents of Johns Canyon to discuss the events that took place the weekend of February 24. The meeting was well attended by over 20 residents. City and RHCA staff were also present. Chief Bennett expressed his concern with the blocked road and power outage, but although it was an inconvenience, the downed trees and power outage did not pose a threat to life safety at the time. One unfortunate incident during the storm was an injury to a resident on Johns Canyon Road who needed to be transported to the hospital. This was an emergency because of the injury and Fire Department was able to get passed the downed trees to evacuate the resident. Due to such an emergency, residents expressed concerns about having secondary access on Johns Canyon Road. Mr. Steve Schultz, who owns the property at 14 Johns Canyon Road which has access to Crenshaw Boulevard, did offer access through his property in the event of an emergency.

Some other take aways from the neighborhood meeting:

- Residents were informed they should always report power outages and downed power lines to SCE as soon as possible. There were 50 service calls made to SCE that night.

    - It is better for SCE to receive 50 service calls instead of one because of the sense of urgency.
- Fire Department is able to take down small trees but not larger trees such as those that went down that weekend.
- RHCA's policy is to clear blocked roads even in the middle of the night.
    - The live wire delayed RHCA from reopening the road sooner.
    - RHCA needed SCE to arrive and clear the live wire before the tree could be removed.
- There were 60,000 downed trees throughout LA County that weekend. This inundated emergency services and delayed responses to clear roads and restore power.
- Fire Department and RHCA will meet to discuss roadside vegetation.

Some lessons learned:

- Residents should always call 9-1-1 in the event of an emergency and contact one of the RHCA gates so they can convey the information to the appropriate person or agency.
    - Emergency contact information has been provided to residents in the Blue newsletter.
- Staff could have reached out to its contacts much earlier and better communication could have been made to emergency contacts.
    - Since the event, Staff has followed up with RHCA staff on emergency procedures.
- "Shelter in place" is an appropriate response to emergencies
- SCE required two service calls: one to clear the downed live wire; one to restore power once the tree was removed.
- An evacuation assessment should be done to prepare for similar events.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive a presentation from Mayor Pro Tem Leah Mirsch and provide direction to staff.

ATTACHMENTS: