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, June 12, 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. 1338 *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 JUNE 12, 2023

RECOMMENDATION: Approve.
CL_AGN_230612_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: MAY 22, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230522_CC_F.pdf

8.D. PAYMENT OF BILLS
RECOMMENDATION: Approve as presented.
CL_AGN_230612_CC_PaymentOfBills-signed.pdf

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR APRIL 2023
RECOMMENDATION: Receive and file.
VC_REP_230518_April_YTD_TonnageReport.pdf

8.F. APPROVE AN AMENDED AGREEMENT WITH MCGOWAN CONSULTING FOR SERVICES RELATING TO STORMWATER MANDATE COMPLIANCE
RECOMMENDATION: Approve as presented.
CA_AGR_230612_McGowan_Amend06_D.pdf
RH-MS4-ProposalLetter-FY23-24(2023-04-20).pdf
RH-MS4_SOS_FY2023-24(Final).pdf
MCGOWAN CONSULTING LLC, Agrmnt_ 2015-18_Signed.pdf
McGowan 1stAmendment 2018-2020 SIGNED.pdf
Second Amendment McGowan Agreement 4-17-19.pdf
3rd Agreement McGowan Consulting LLC Agreement 2020_07_29.pdf
PSA 4th Amendment signed 06.29.2021.pdf
CA_AGR_220613_McGowan_Amend05_E.pdf

8.G. APPROVE THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LSL, LLC TO PROVIDE FINANCIAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2023 FOR AN AMOUNT NOT-TO-EXCEED $31,400.
RECOMMENDATION: Approve as presented.
CA_AGR_230612_LSL_PSA_Amendment_03_LSL.pdf

8.H. RECEIVE AND FILE A REPORT FROM THE MAY 23, 2023 SOLID WASTE AND RECYCLING COMMITTEE
RECOMMENDATION: Receive and file.
CL_AGN_230612_CC_Email_DBenton_230605.pdf
CL_AGN_230612_CC_Email_DBenton_230510.pdf
CL_AGN_220328_UnforseenCircumstances_CVTFire.pdf

8.I. RECEIVE AND FILE AN UPDATE ON TENNIS COURTS ADA IMPROVEMENT PROJECT
RECOMMENDATION: Receive and file

8.J. RECEIVE AND FILE A STATUS TO AMEND THE WIRELESS COMMUNICATION FACILITIES ORDINANCE

RECOMMENDATION: Receive and file.

PL_WCF_230607_Infinity_CaseLog.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. OLD BUSINESS

11.A. RECEIVE AN UPDATED SOUND PROPOGATION REPORT FROM HQE SYSTEMS INC., AND DIRECT STAFF TO ENGAGE HQE SYSTEM INC. TO INSTALL THE PROPOSED OUTDOOR SIREN SYSTEM FOR THE CITY OF ROLLING HILLS.

RECOMMENDATION: Approve as presented.

CL_AGN_230612_CC_HQE_SiRcomOutdoorWarningSystem.pdf
CL_AGN_220912_HQE_Systems_Feasbility_Study.pdf
CL_AGN_CC_221010_FlowChart_Process_to_Activate_Outdoor_Siren_System.pdf

11.B. CONSIDER THE LETTER OF AGREEMENT (LOA) FROM ENERGY SOLUTIONS COMPANY SITELOGIQ AS AN ALTERNATIVE APPROACH TO IMPLEMENT THE CITY HALL CAMPUS BACKUP POWER PROJECT AND DIRECT STAFF TO DRAFT A PROFESSIONAL SERVICES AGREEMENT WITH SITELOGIQ FOR SERVICES.

RECOMMENDATION: Approve as presented.

CL_AGN_230602_SiteLogiQ_LOA.pdf
CL_AGN_230418_SitelogiQ_Presentation.pdf

11.C. APPROVE A WITHDRAWAL FROM REQUEST FOR TIME SCHEDULE ORDER FOR MACHADO LAKE TOTAL MAXIMUM DAILY LOADS FROM LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD

RECOMMENDATION: Approve as presented.

PW_MS4_TSO_RollingHillsWithdrawalTSORequest_D.pdf
PW_MS4_221019__LARWQCB_PVP_WMP_TSO_ConditionalApproval.pdf
PW_MS4_220317_LARWQCB_PVP_WMG_TSO_Review_Letter.pdf

11.D. APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 TO ADDRESS THE UTILITY CONFLICT IDENTIFIED IN THE DOWNSTREAM SEWER MAIN AS A PART OF THE 8" SEWER MAIN LINE ALONG PORTUGUESE BEND ROAD/ROLLING HILLS PROJECT.

RECOMMENDATION: Approve as presented.

CA_AGR_200929_NV5_8inchSewerLineProject_E.pdf
CA_AGR_230213_NV5_8inchSewerLineProject_1stAmendment_NV5_E.pdf

12. NEW BUSINESS

12.A. ACCEPT EMERGENCY STORM DRAIN REPAIRS AND LINING AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH AS COMPLETE, FILE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND RELEASE RETENTION AFTER 30 DAY

LIEN PERIOD TO EC CONSTRUCTION

RECOMMENDATION: Approve as presented.

PW_DRA_230307_MiddleridgeLnNS_ECC_CompleteFix_Lining_Estimate.pdf
PW_DRA_230523_MiddleridgeLnNS_ECC_Invoice_CP.pdf
PW_DRA_230606_MiddleridgeLnNS_ECC_NoticeOfCompletion_D.pdf

12.B. ACCEPT THE DEMOLITION PACKAGE FOR: STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL, & ELECTRICAL SERVICES PROJECT #2023-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO UNLIMITED ENVIRONMENTAL, INC.

RECOMMENDATION: Approve as presented.

CL_BID_230605_2023-02_UEI_Invoice01.pdf
CL_BID_230605_2023-02_UEI_CP.pdf
CL_BID_230606_2023-02_UEI_NoticeOfCompletion_D2.pdf

12.C. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT TO BENNETT LANDSCAPE FOR REPLACEMENT OF THE THREE RAIL FENCE ALONG PORTUGUESE BEND ROAD BRIDLE TRAIL ADJACENT TO CITY HALL; ADOPT BY RESOLUTION NO. 1336 AUTHORIZING A BUDGET MODIFICATION OF $26,724.50; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA

RECOMMENDATION: Approve as presented.

CL_PBN_230503_NOB_2023-03_EquestrianFenceReplacement_Affidavit.pdf
CL_BID_230522_2023-03_NC_BennettLandscape.pdf
CL_BID_230522_2023-03_NC_CountryEstate.pdf
ResolutionNo1336_BennettLandscape_FenceReplacement_BudgetAmendment.pdf
CA_AGR_230612_BennettLandscape_2023-03_EquestrianFenceReplacement.pdf

12.D. APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH DCA CIVIL ENGINEERING GROUP TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE 20C PORTION OF THE CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $40,536 FUNDED BY FEMA HAZARD MITIGATION PROGRAM #DR4344-526-112R, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

RECOMMENDATION: Approve as presented.

CA_AGR_230612_DCA_CiviEng_CrestRoadEast_20C_Grant.pdf
GR_OES_230511_RFP_DCA_Proposal_rev.pdf
GR_OES_230511_RFP_DCA_Fees2023_rev.pdf

12.E. RECEIVE A REPORT ON THE MAY 25, 2023 TRAFFIC COMMISSION MEETING AND PROVIDE DIRECTION TO STAFF

RECOMMENDATION: Discuss and provide direction to staff on:

1. **Reinstating supplemental traffic enforcement;**
2. **Accepting the Traffic Commission's action to not provide guardrails on Outrider Road; and**
3. **Accepting the Traffic Commission's recommendation to install four**

speed limit signs and replace one sign.
CL_AGN_230525_TC_LACSD_April-May_2023_Traffic.pdf
CL_AGN_230525_Outrider_Road_Curve.pdf
CL_AGN_230525_TC_PBR-Crest-Eastfield_Speed_Limit_Memorandum_05.17.2023.pdf

12.F. FINAL RECOMMENDED BUDGET FOR FISCAL YEAR 2023/24
RECOMMENDATION: Consider final adjustments to the fiscal year 2023/24 estimated revenues and expenditures and provide final direction to staff in preparation for budget adoption on June 26, 2023.
CL_AGN_230612_Final_FY_2023-24_GeneralFund_RevenueProjections.pdf
CL_AGN_230612_CC_FY2023-24_Final_ExpenditureBudget_GeneralFund.pdf
CL_AGN_230612_CC_FY23-24_FinalBudget_OtherFunds.pdf

12.G. RECEIVE AND FILE A REPORT FROM THE AD HOC FIRE FUEL COMMITTEE ON THE JUNE 6, 2023 MEETING; AND PROVIDE DIRECTION TO STAFF
RECOMMENDATION: Receive and file report and provide direction to staff.
CL_AGN_230612_CC_AdHoc_FF_Committee_Report.pdf

12.H. CONSIDER AND APPROVE CONTRACT CHANGE ORDER 03 WITH AC PROS TO RESOLVE ISSUES WITH THE EXISTING ELECTRICAL PANEL AND GROUND REQUIRED BY THE BUILDING INSPECTOR AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01
RECOMMENDATION: Approve as presented.
CL_BID_230605_2023-01_ACPros_CO-03_ElectricalPanelGroundMods_E.pdf

13. PUBLIC HEARINGS

13.A. PUBLIC HEARING REGARDING POTENTIAL INCREASE TO REFUSE RATES FOR FISCAL YEAR 2023/24.
RECOMMENDATION: 1. Conduct a public hearing to accept written and verbal protests against the increased refuse waste fees, track the number of protests and, if the number of written protests received is not sufficient to constitute a majority, make a finding that there is not a majority protest by property owners.

2. Approve Resolution No. 1337 "A Resolution of the City Council of the City of Rolling Hills, California, Increasing the Maximum Refuse Services Rate in the City" (Attachment 2)
CL_PBN_230424_Prop218_Refuse.pdf
ResolutionNo1337_Prop218_MaximumRateForRefuseServices_ 2023_Draft.pdf

14. MATTERS FROM THE CITY COUNCIL

14.A. RECEIVE AND FILE INFORMATION ON THE PALOS VERDES ESTATES FOUNDATION; AND DISCUSS ESTABLISHING A SIMILAR FOUNDATION FOR ROLLING HILLS (MAYOR PRO TEM MIRSCH)
RECOMMENDATION: Receive and file a report by Mayor Pro Tem Leah Mirsch, and discuss.

14.B. DISCUSS REQUEST FOR SMALL GIFTS FOR THE DINNER TO INSTALL

LEAGUE OF CALIFORNIA CITIES LOS ANGELES DIVISION INCOMING PRESIDENT COUNCILMEMBER BEA DIERINGER (MAYOR WILSON)
RECOMMENDATION: Provide direction to staff.
CL_AGN_230612_CC_CalCities_InstallationDInner_Gift.pdf

14.C. A RECEPTION FOR OUTGOING CITY MANAGER ELAINE JENG ON JUNE 26, 2023 AT 5PM (MAYOR PRO TEM MIRSCH)
RECOMMENDATION: Provide direction to staff.

15. MATTERS FROM STAFF

16. RECESS TO CLOSED SESSION

16.A. CONFERENCE WITH LEGAL COUNSEL: THREATENED LITIGATIONGOVERNMENT CODE SECTION 54956.9(D)(2)THE CITY COUNCIL FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.NUMBER OF POTENTIAL CASES:1(THREATENED LITIGATION BY A PROPERTY OWNER REGARDING TITLE PROPERTY ISSUES RELATED TO 11 QUAIL RIDGE ROAD SOUTH BASED ON PAST ACTIONS UNDER THE THEN APPLICABLE CITY VIEW ORDINANCE)
RECOMMENDATION: None.

16.B. PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957 THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

Next regular meeting: Monday, June 26, 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: 06/12/2023

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 JUNE 12, 2023

DATE: June 12, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230612_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1835 **Meeting Date**: 06/12/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JUNE 12, 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	JUNE 12, 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: June 9, 2023

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.B
Mtg. Date: 06/12/2023

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: **June 12, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.C
Mtg. Date: 06/12/2023

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: MAY 22 , 2023**

DATE: **June 12, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230522_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, May 22, 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:	Dieringer Pieper, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent:	Black
Staff Present:	Elaine Jeng, City Manager
	John Signo, Planning & Community Services Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Dieringer

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS

4.A. A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS PROCLAIMING JUNE 17, 2023 AS "DOORS OPEN PENINSULA" DAY

Presentation by Monique Leahey Sugimoto and Zoe Unno of the Palos Verdes Peninsula Library District; Jonathan Beutler, Palos Verdes Peninsula Library District Director

Councilmember Black arrived at 7:06 p.m.

Mayor Wilson presented an official Proclamation to the Library District representatives.

4.B. PRESENTATION BY THE CALIFORNIA DEPARTMENT OF INSURANCE: SAFER FROM WILDFIRES

Presentation by Arminé Sargsyan of the California Department of Insurance

5. APPROVE ORDER OF THE AGENDA

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to Approve the Order of the Agenda. Motion carried unanimously with the following vote:

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

6. BLUE FOLDER ITEMS (SUPPLEMENTAL) – NONE

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Arlene Honbo, Gene Honbo,

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF MAY 22, 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. APPROVE THE FOLLOWING CITY COUNCIL MINUTES: MAY 8, 2023

8.D. PAYMENT OF BILLS

8.E. RECEIVE AND FILE A NOTICE OF INTENT PREPARED BY THE CITY OF ROLLING HILLS ESTATES TO APPLY FOR A JOINT HAZARD MITIGATION GRANT PROGRAM COVERING THE FOUR PENINSULA CITIES

8.F. CONSIDER AND APPROVE SIXTH AMENDMENT TO THE SUBDIVISION IMPROVEMENT AGREEMENT TO ALLOW A ONE-YEAR TIME EXTENSION FOR THE STORM HILL SUBDIVISION IMPROVEMENTS

Motion by Councilmember Black, seconded by Councilmember Dieringer to approve Consent Calendar. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS – NONE

10. COMMISSION ITEMS

10.A. ZONING CASE NO. 23-004: REQUEST FOR A SITE PLAN REVIEW TO CONVERT ATTACHED COVERED PORCHES TO ENCLOSED LIVING AREAS, PAVE 1,250 SQUARE FEET OF LAWN AREA, CONVERT AN EXISTING GARAGE INTO A KITCHEN, AND FOR INTERIOR AND EXTERIOR REMODEL IMPROVEMENTS ON A PROPERTY LOCATED AT 17 CREST ROAD EAST (LOT 9-FT), ROLLING HILLS, CA (WANG), AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Presentation by Planning & Community Services Director John Signo

Motion by Councilmember Black, seconded by Councilmember Pieper to receive and file. Motion carried unanimously with the following vote:

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

11. PUBLIC HEARINGS – NONE

12. OLD BUSINESS

12.A. UPDATE ON AUDIT REQUEST FOR PROPOSALS

Presentation by City Manager Elaine Jeng

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to accept staff recommendation and approve selection of LSL for the FY 22/23 Audit. Motion carried unanimously with the following vote:

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

12.B. CONSIDERATION OF CAL WATER'S REQUEST TO SUPPORT ASSEMBLY BILL 838 CALIFORNIA WATER AFFORDABILITY AND INFRASTRUCTURE TRANSPARENCY ACT OF 2023

Presentation by City Manager Elaine Jeng

Motion by Councilmember Black, seconded by Councilmember Dieringer to take a position of no support. Motion carried with the following vote:

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

13. NEW BUSINESS

13.A. CONSIDER AND APPROVE THE PURCHASE AND INSTALLATION OF A "LITTLE FREE LIBRARY" ON THE CITY HALL CAMPUS

Presentation by City Manager Elaine Jeng

Public Comment: Judith Haenel

Motion by Councilmember Pieper, seconded by Councilmember Black to approve up to $750 toward the purchase and installation of a Little Free Library outside City Hall and leave the details to staff. Motion carried with the following vote:

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

13.B REPORT BASED ON THE MAY 8, 2023 FINANCE COMMITTEE'S CONSIDERATION OF AND RECOMMENDATIONS ON THE PROPOSED FISCAL YEAR 2023/24 BUDGET

Presentation by City Manager Elaine Jeng

Motion by Councilmember Dieringer, seconded by Councilmember Pieper to receive and file. Motion carried unanimously with the following vote:

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

City Manager Jeng recognized Councilmember Black for his birthday. Mayor Wilson called for a 5 minute recess at 8:51 p.m.

Mayor Wilson called the meeting back to order at 8:58 p.m.

13.C. CONSIDER AND APPROVE CONTRACT CHANGE ORDER WITH AC PROS TO REMOVE AND REPLACE EXISTING CEILING BOXES AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01

Presentation by City Manager Elaine Jeng

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to approve Contract Order Change 01 in the amount of $22,269.14. Motion carried unanimously with the following vote:

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

Motion by Councilmember Dieringer to approve Contract Order Change 02a in the amount of $8,857.53. Motion failed for lack of a second.

Motion by Councilmember Black, seconded by Councilmember Pieper to approve Contract Order Change 02b in the amount of $24,805.46. Motion carried unanimously with the following vote:

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

14. MATTERS FROM THE CITY COUNCIL

Mayor Wilson discussed the State of the Peninsula event held by the PVP Chamber of Commerce

Councilmember Dieringer reported out on California JPIA information and also requested adding a discussion item to the next agenda regarding a multi-year bid for audit services.

15. MATTERS FROM STAFF

City Manager Elaine Jeng provided updates on the Middleridge Lane drainage project, Standby Generator removal project, City Hall HVAC Project and City Hall ADA Improvements.

16. RECESS TO CLOSED SESSION – 9:24 P.M.

16.A. PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957 THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)

17. RECONVENE TO OPEN SESSION – 10:30 P.M.

18. ADJOURNMENT: 10:30 P.M.

The meeting was adjourned at 10:30 p.m on May 22, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, June 12, 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: 06/12/2023

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: **June 12, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230612_CC_PaymentOfBills-signed.pdf

CITY OF ROLLING HILLS
AP23-028, ACH23-051 & ACH23-052
Check Run 06/07/2023

Check No.	Check Date	Payee	Description	Amount
028174-028196			VOIDED DUE TO PRINTING ERROR	
028197	6/7/2023	Alan Palermo Consulting	Alan PAlermo 4/30/23-5/17/23	5,362.50
028198	6/7/2023	Bennett Landscape	Landscaping Services June 2023	1,139.67
028199	6/7/2023	California JPIA	Risk Property Insurance for July 2023	8,947.00
028200	6/7/2023	Cell Business Equipment	CBE Sharp Multifunction Printer Purchase	10,889.77
028201	6/7/2023	Southern California News Group	Dr4344-PJ0526 Crest Rd 20C RFP Notice	438.11
028202	6/7/2023	E. C. CONSTRUCTION	Middleridge Ln Drain Repair/Lining	274,227.00
028203	6/7/2023	Executive Suite Services Inc.	Janitorial Services MAy 2023	920.00
028204	6/7/2023	File Keepers VRC	Laserfiche Annual Fee	3,282.00
028205	6/7/2023	Forum Info-Tech. Inc./Levelcloud	Forum IT Services June 2023	5,182.04
028206	6/7/2023	GPA CONSULTING	Cal OES Veg MGMT Grant Phase 2	3,002.50
028207	6/7/2023	Great American	C&D Refund 83 CRE	1,000.00
028208	6/7/2023	Konica Minolta Business Solutions USA	Konica Printer Service/Print 3/11/23-4/10/23	277.02
028208	6/7/2023	Konica Minolta Business Solutions USA	Maint Cvrg 4/11/23 to 5/10/23	600.23
CHECK TOTAL			**877.25**	
028209	6/7/2023	County of Los Angeles	Animal Control Services April 2023	368.54
028210	6/7/2023	County of Los Angeles	Street Maintainance April 2023	40.18
028211	6/7/2023	LA County Sheriff's Department	LE Srvs Apr 2023	31,092.99
028212	6/7/2023	LEAH MIRSCH	State of Peninsula-Mirsch	75.00
028213	6/7/2023	Onward Engineering	Onward Engineering Middleridge Inspection Services	1,080.00
028214	6/7/2023	PVS, Inc.	CCTV Lease Burg & Access Jun 23	168.00
028215	6/7/2023	Race Communications	Southbay Fiber Network	1,020.00
028216	6/7/2023	Robert Half	Temporary Employment Services week of 05-12-23	1,158.40
028217	6/7/2023	Texas Child Support SDU	Withholding order PR ending 05/30/23	163.15
028218	6/7/2023	Unlimited Environmental Inc	Stanby Generator Removal Project	50,517.20
028219	6/7/2023	Vital Records Control	Vital Records Control Storage of Records	37.12
ACH-235	5/19/2023	CalPERS	PERS Retirement PR Ending 05-16-23	3,094.35
ACH-236	5/19/2023	Vantagepoint Transfer Agents - 306580	Deferred Comp. Contributions PR Ending 05-16-23	1,530.34
ACH-237	5/16/2023	California Water Service Co.	Water Usage 03-28-23 to 04-27-23_Rancho	531.73
ACH-238	5/16/2023	California Water Service Co.	Water Usage 03-28-23 to 04-27-23_Rolling	339.58

Check No.	Check Date	Payee	Description	Amount
ACH-239	6/1/2023	Delta Dental	Dental Coverage June 2023	903.73
ACH-240	5/30/2023	The Gas Company	Gas Usage from 04-07-23 to 05-08-23	254.07
ACH-241	6/1/2023	Nextiva	Business Phone Service June 2023 Invoice	312.34
ACH-242	5/18/2023	Pitney Bowes	Postage for April 2023	2,510.77
ACH-243	5/3/2023	Southern California Edison	Electricity Usage 03-23-23 to 04-20-23 Acct #8030	991.19
ACH-244	5/18/2023	Southern California Edison	Electricity Usage 04-17-23 to 05-15-23 Acct #4218	352.14
ACH-245	5/26/2023	Vision Service Plan - (CA)	Vision Coverage June 2023	160.65
PR LINK	6/2/2023	PR LINK - Payroll & PR Taxes PR#11	Payroll Processing Fee PR#11 05/17/2023 - 05/30/2023	56.36
PR LINK	6/2/2023	PR LINK - Payroll & PR Taxes PR#11	Pay Period - PR#11 05-17-2023 - 05-30-2023	26,843.10
Report Total				438,868.77

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

$ 438,868.77 for the payment of above items.

6/8/2023

Elaine Jeng, P.E., City Manager

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.E
Mtg. Date: 06/12/2023

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: **REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR APRIL 2023**

DATE: **June 12, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
VC_REP_230518_April_YTD_TonnageReport.pdf

CITY OF ROLLING HILLS RESIDENTIAL FRANCHISE
2023

Year 2023
Franchise Y/N Y

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Greenwaste	75.94	75.94	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.76	4.76	-	100.00%
	Trash	180.77	-	180.77	0.00%
Jan Total		261.47	80.70	180.77	30.86%
Feb	Greenwaste	84.50	84.50	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	11.62	11.62	-	100.00%
	Trash	133.45	-	133.45	0.00%
Feb Total		229.57	96.12	133.45	41.87%
Mar	Greenwaste	135.07	135.07	-	100.00%
	Greenwaste - Free Residential Roll Off Bin	4.62	4.62	-	100.00%
	Trash	185.99	-	185.99	0.00%
Mar Total		325.68	139.69	185.99	42.89%
Apr	Greenwaste	105.00	105.00	-	100.00%
	Trash	153.22	-	153.22	0.00%
	Trash - Free Residential Roll Off Bin	1.39	-	1.39	0.00%
Apr Total		259.61	105.00	154.61	40.45%
Grand Total		1,076.33	421.51	654.82	39.16%

CITY OF ROLLING HILLS NON-FRANCHISE
2023

Year 2023
Franchise Y/N N

Month	Commodity	Tons Collected	Tons Recovered	Tons Disposed	Diversion %
Jan	Recycle	0.41	0.19	0.21	47.92%
	Trash	68.77	-	68.77	0.00%
	Organics	0.03	0.01	0.02	20.85%
Jan Total		69.20	0.20	69.00	0.29%
Feb	Recycle	0.15	0.07	0.08	47.28%
	Trash	84.23	-	84.23	0.00%
	Organics	0.16	0.07	0.09	42.47%
Feb Total		84.54	0.14	84.40	0.17%
Mar	Recycle	0.19	0.07	0.13	35.00%
	Trash	46.39	-	46.39	0.00%
	Organics	0.20	0.14	0.06	69.23%
Mar Total		46.78	0.21	46.58	0.44%
Apr	Recycle	0.15	0.05	0.10	35.94%
	Trash	166.55	-	166.55	0.00%
	Organics	0.10	0.07	0.03	69.22%
Apr Total		166.80	0.12	166.68	0.07%
Grand Total		367.32	0.67	366.65	0.18%

Agenda Item No.: 8.F
Mtg. Date: 06/12/2023

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: **APPROVE AN AMENDED AGREEMENT WITH MCGOWAN CONSULTING FOR SERVICES RELATING TO STORMWATER MANDATE COMPLIANCE**

DATE: **June 12, 2023**

BACKGROUND:

Kathleen McGowan has consulted for the City since 2003. She has familiarity and understanding of the City's unique character and requirements and has been effective in negotiating on the City's behalf with Regional Board staff. McGowan Consulting, LLC (McGowan) assists City staff not only in implementing the permit requirements, but also in coordinating and leveraging efforts being implemented by other consultants and contractors so that the City's program and annual reports are comprehensive.

McGowan provides valuable and needed professional resources and depth for meeting the broad requirements of the MS4 Permit. Moreover, continuing the contract with McGowan provides other important advantages. First, McGowan is very familiar with Rolling Hills' unique characteristics. Second, McGowan continues to provide for cost sharing and economies of scale, as work products and time are shared among local clients who have similar characteristics and compliance requirements. Finally, McGowan is well regarded and recognized as knowledgeable, practical, responsive and effective in working with the RWQCB and City staff.

McGowan was instrumental in negotiating on the City's behalf for a modification to the permit requirements that allows the City to participate with the Peninsula agencies in a Coordinated Integrated Monitoring Program (CIMP) even though the City Council chose not to participate in the Peninsula Enhanced Watershed Management Program (EWMP). This allowed the City to reduce the cost of monitoring by participating in a joint monitoring effort rather than implementing these requirements individually. McGowan was key in the LA Water Board's acceptance of the City's deemed compliance approach, which was a unique accomplishment among municipalities in Los Angeles County.

Over the past three years, McGowan has coordinated with the City's contracted hydrology and monitoring consultant, NV5, to document the retention capacity of the Sepulveda Canyon drainage system. The research shows that the net effect of Rolling Hills' low density planning and land development standards combined with its extensive network of natural canyon drainage systems promotes stormwater retention and infiltration up to and including the runoff from the 85th%, 24-hr storm event. McGowan has used this data to prepare an addendum to the Palos Verdes Peninsula Watershed Management Program (WMP) that includes the City. Indications from the LA Water Board show they are inclined to accept the addendum and a final decision is pending.

McGowan represents the City in other stormwater discussions with neighboring cities and agencies.

DISCUSSION:
McGowan Consulting is proposing a cost of $68,200 plus a 10% contingency of $6,820 for a not to exceed amount of $75,020 for Fiscal Year 2023-2024. This is $3,520 higher than last year's proposal due to increased costs to keep up with inflation. There is also a small increase in hours which is partly offset by a decrease in other direct costs to adjust the effort/cost where it will be needed with the City now participating in the Peninsula Watershed Management Program (WMP).

McGowan's scope of services is designed to assist the City in implementing individual requirements under the Regional Permit including supporting the City in cooperative implementation of the WMP; planning and reporting on expenditure of the City's Municipal Safe Clean Water funds; decision making and review of data and reporting from the Peninsula Coordinated Integrated Monitoring Program; and representing the City's interests in negotiating with the LA Water Board. McGowan's proposal has been prepared with the assumption that the City's participation in the WMP as an 85th%, 24-hour stormwater runoff retention area will continue to provide the City with deemed compliance with total maximum daily loads (TMDLs). However, it is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable developments, and as such a ten percent contingency has been included for additional unplanned assistance to be used only when authorized by the City.

FISCAL IMPACT:
The cost estimate for the proposed scope of work is $68,200, including a 10% contingency fee of $6,820 to cover unforeseen events. Safe Clean Water Municipal Program Funds will cover $23,700 with the remainder programmed into the FY 2023/24 Budget.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230612_McGowan_Amend06_D.pdf
RH-MS4-ProposalLetter-FY23-24(2023-04-20).pdf
RH-MS4_SOS_FY2023-24(Final).pdf
MCGOWAN CONSULTING LLC, Agrmnt_ 2015-18_Signed.pdf
McGowan 1stAmendment 2018-2020 SIGNED.pdf
Second Amendment McGowan Agreement 4-17-19.pdf
3rd Agreement McGowan Consulting LLC Agreement 2020_07_29.pdf
PSA 4th Amendment signed 06.29.2021.pdf

CA_AGR_220613_McGowan_Amend05_E.pdf

SIXTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fifth Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and McGowan Consulting LLC ("Consultant") upon full, written execution by both parties.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated July 15, 2015 (the "Agreement") by which City engaged Consultant for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. The Agreement has been amended by a First Amendment to the Agreement dated July 26, 2018 (the "First Amendment"), a Second Amendment to the Agreement dated April 17, 2019 (the "Second Amendment"), a Third Amendment to the Agreement dated July 29, 2020 (the "Third Amendment"), a Fourth Amendment to the Agreement dated June 29, 2021 (the "Fourth Amendment"), and a Fifth Amendment to the Agreement dated June 28, 2022 (the "Fifth Amendment") by which City continued Consultant's engagement to perform MS4 permit consulting services.

C. City and Consultant now desire to further amend the Agreement for a sixth time in order to engage Consultant to perform MS4 permit consulting services for the 2023-2024 fiscal year and to establish compensation for such services (the "Sixth Amendment").

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

A. Section 2 "SCOPE OF WORK" of the Agreement is amended to read as follows:

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A, and incorporated herein by this reference.

B. Section 3 "COST" of the Agreement is amended to read as follows:

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Exhibit A.

Total expenditures made under this Agreement shall not exceed the sum of $35,850 for FY 2015-16; $39,976 for FY 2016-17; $39,468 for FY 2017-18; $46,996 for FY 2018-19; $46,992 for FY 2019-20; $70,605 for FY 2020-21; $99,095 for FY 2021-22; $71,500 (inclusive of 10% contingency fee) for FY 2022-23; and $75,020 (inclusive of 10% contingency fee) for FY 2023-2024 services in the attached Exhibit A. All such fees include automobile mileage, parking fees, routine printing and copying, photography, travel, attendance at meetings and routine miscellaneous costs incurred during the term. No increase in fees will be allowed during the life of this Fifth Amendment.

Any increase in contract amount or scope shall be by express written amendment approved by the City and CONSULTANT.

C. Section 9 "TERM" of the Agreement is amended to read as follows:

The term of the Agreement is extended until June 30, 2024.

D. Except as above modified, in all other respects the Agreement as previously amended is hereby affirmed and in full force and effect.

ATTEST

_____

Christian Horvath, City Clerk Date

CITY OF ROLLING HILLS

_____

ELAINE JENG Date

MCGOWAN CONSULTING, LLC

_____

KATHLEEN MCGOWAN Date

EXHIBIT A

(See following page)

Scope of Services – Stormwater Permit Consulting
City of Rolling Hills FY2023-24

This scope of services is designed to assist the City of Rolling Hills (City) with implementation of required programs in the Regional Phase I MS4 NPDES Permit – Order No. R4-2021-0105 – NPDES Permit No. CAS004004 Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties (Regional Permit). The City is participating in the Palos Verdes Peninsula Watershed Management Group (Peninsula WMG) and this scope of services also includes the City's in-kind contribution of effort for implementation and reporting by the Peninsula WMG as required by the Regional Permit.

This scope of services is organized into tasks based on the Regional Permit program areas.

Task 1 - Program Management, Individual Reporting and Regulatory Support
Task 2 - Public Information and Participation Program
Task 3 - Commercial Facilities Control Program [*not applicable to the City*]
Task 4 - Planning & Land Development and Construction Programs
Task 5 - Public Agency Activities Program
Task 6 - Illicit Discharge Detection and Elimination Program
Task 7 - Watershed Group Planning and Coordination
Task 8 - Watershed Management Program Joint Implementation Activities

Task 1 Program Management, Individual Reporting and Regulatory Support

The Regional Permit affects a wide range of municipal activities and requires management and coordination of pollution prevention and implementation activities across municipal functions and among co-permittees. Task 1 is focused on stormwater program planning, coordination and reporting.

Subtask 1.1 Coordination, Communication and Program Management

This subtask provides an allocation of time for McGowan Consulting to conduct stormwater program planning, coordination, and regular communication with City staff on action items and pending decisions needed, regulatory and watershed developments, and for internal coordination and project management. Time is also included in this subtask for periodic meetings or calls with City staff on the status of work progress. This effort will include working with City staff to maintain a required list of applicable staff positions and contractors who should receive stormwater annual training specific to their responsibilities and in tracking that staff in these targeted positions are trained annually or within 180 days of starting employment. This task may also include time for assisting City staff in preparing staff reports to City Council to update them on progress of key stormwater program implementation topics.

Subtask 1.2 Regional Permit Individual Annual Report

The Regional Permit requires the City to submit an Individual Annual Report to the Los Angeles Regional Water Quality Control Board (LA Water Board) by December 15th summarizing its stormwater management program activities during the preceding fiscal year (July 1st-June 30th), including a detailed categorization and reporting of costs and tracking of measurable achievements.

This subtask covers McGowan Consulting's preparation of the City's Individual Annual Report following the required format and content prescribed in the Regional Permit, including activities implemented and costs incurred by stormwater program and type during the reporting year. McGowan Consulting will provide City staff a detailed list of information needed to complete the Individual Annual Report. Given receipt of the requested Individual Annual Report information in electronic format from City staff by September 15, a draft Individual Annual Report will be prepared using the updated WRAMPS online reporting tool for City staff review by November 1. A two-week turnaround for City staff review with a consolidated set of comments, and a single revision of the annual report are assumed to meet the December 15th submittal deadline. Following submittal of the report, an electronic copy of the Individual Annual Report and its supporting files will be provided for the City's records.

It is assumed that the City will continue to contract separately for monitoring of trash consistent with its approved Trash Monitoring and Reporting Program and that information will be provided to McGowan Consulting in the spreadsheet format required by the Regional Permit for inclusion in its Individual Annual Report.

Subtask 1.2 Deliverables:

- Draft and final Regional Permit Individual Annual Report

Subtask 1.3 Permit-wide Coordination and Regulatory Suppport

This subtask includes time to participate in virtual Co-Permittee meetings and conference calls to share information, resources and address challenges cooperatively amongst the Co-Permittees of the Regional Permit and for coordination with other Permittees on implementation strategies for new Regional Permit provisions, such as participation in LA Permit Group meetings, the County of Los Angeles's WRAMPS workshops and Technical Working Group meetings. This subtask also allocates time for McGowan Consulting to participate in committees and attend workshops to track and review regulatory activities affecting the City's stormwater program such as new or revisions to statewide water quality standards applicable to MS4 permits, statewide permitting policies, precedential State and Regional Water Board orders, and issuance or reconsideration of Total Maximum Daily Loads (TMDLs). McGowan Consulting time for this subtask assumes cost-sharing among three municipal clients.

Task 2 Public Information and Participation Program

Each Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific Regional Permit and Peninsula WMP requirements. Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, individual program approach, and/or through partnerships with State or National stormwater member agencies, or a combination of approaches. The Peninsula WMG has committed to joint development of certain elements of the PIPP which are addressed in Subtask 8.2. The City's solid waste franchisee disseminates information to residents and businesses on proper handling of wastes such as: vehicle waste fluids, household waste materials, construction waste materials, organic waste and animal waste. City staff disseminate opportunities for participation in pollution prevention activities and events to residents and businesses via the City's Blue Newsletter. Accordingly, the City's PIPP obligations will be met through a combination of individual City activities, outreach material developed in collaboration with the other members of the Peninsula WMG, promotion of local environmental events and

workshops hosted by other organizations, as well as statewide and regional outreach and engagement efforts including those developed by the California Stormwater Quality Association (CASQA) and those implemented through the Safe Clean Water Program. The Regional Permit requires documentation and tracking of information on the City's PIPP activities, including the (1) date of activity; (2) method of dissemination, (3) targeted behavior; (4) targeted pollutant; (5) targeted audience; (6) culturally effective methods; (7) metric(s) for measuring effectiveness of activity, and related information necessary for measuring effectiveness.

Subtask 2.1 PIPP Implementation

This subtask includes an allocation of time to track the City's PIPP activities via metrics identified in collaboration with City staff in a spreadsheet database. McGowan Consulting will work with City staff to track the metrics throughout the year for compilation in the City's next Individual Annual Report. This task also provides an allocation of effort for McGowan Consulting to support the City as needed in its efforts to disseminate public outreach materials and encourage community engagement on stormwater and related environmental programs. This support may include reviewing and recommending changes to the City's Environmental Programs website material and/or recommendations for information to be disseminated to the public via the City's Blue Newsletter.

It is assumed that City staff will be responsible for making as-needed recommended updates to its website content and disseminating information via its Blue Newsletter.

Subtask 2.1 Deliverables:

- Annual update of City's individual PIPP activities database and metrics for tracking effectiveness

Subtask 2.2 Safe Clean Water Municipal Program

The Safe Clean Water (SCW) Program, also known as Measure W, provides dedicated funding to increase local water supply, improve water quality and protect public health with a key goal of supporting municipalities in meeting water quality objectives required by the Regional Permit. The City receives approximately $100,000 annually in Municipal Program Funds and has annual planning and reporting responsibilities for the expenditure of these funds as outlined in the City's Municipal Transfer Agreement with Los Angeles County Flood Control District (LACFCD). The City's Municipal SCW Annual Plan and Municipal SCW Annual Report on expenditures must be prepared and submitted via the SCW online reporting tool in accordance with the structure and content required by the tool. The tool is mounted on the Los Angeles County SCW Program website (SafeCleanWaterLA.org) where the plans and reports are also posted for public transparency and accountability. The City's first 3-year independent audit of its expenditures will be due on March 31, 2024 and will also be posted to that website.

This subtask provides for McGowan Consulting to assist the City by preparing the Municipal SCW Annual Report of its expenditures for FY2022-23 and the Municipal SCW Annual Plan for FY2024-25 based on a similar level of effort experienced preparing these plans and reports for the City during previous years. Authorized City staff must approve and submit the final Municipal SCW Annual Report and Annual Plan to the LACFCD via the SCW reporting tool.

Municipal SCW Annual Report (due in December): McGowan Consulting will prepare a draft expenditure spreadsheet and list of information necessary to prepare the draft Municipal SCW Annual Report covering expenditures during the preceding fiscal year (FY2022-23). Within six weeks of receiving the requested information, McGowan Consulting will prepare the draft Municipal SCW Annual Report via the SCW online tool for City staff review. A consolidated set of comments from City staff, and a single revision of the report to incorporate City staff comments are assumed.

Municipal SCW Annual Plan (due by April 1): McGowan Consulting will prepare a draft annual plan spreadsheet for discussion with City staff in January 2024 to identify anticipated Municipal SCW Program expenditures for the upcoming fiscal year (FY2024-25) and will then provide a list of additional information items necessary to prepare the Municipal SCW Annual Plan. Given receipt of the requested information from City Staff by February 1, McGowan Consulting will prepare a revised spreadsheet and draft Municipal SCW Annual Plan narrative via the SCW online tool for City staff review by March 1. A two-week turnaround for City staff review, with a consolidated set of City staff comments, and a single revision of the annual plan are assumed.

It is assumed that City staff will be responsible for adherence to the SCW Program financial documentation and will contract separately for the independent 3-year audit as specified in the SCW Municipal Program Transfer Agreement.

Subtask 2.2 Deliverables:

- Draft and Final Municipal SCW Annual Plan
- Draft and Final Municipal SCW Annual Report

Task 4 Planning & Land Development and Development Construction Programs

The Planning & Land Development and Construction Programs are both applicable to public and private development projects and there are separate and cross-cutting requirements in these programs. In addition, targeted staff positions whose duties include carrying out the Planning and Land Development and Construction programs, must be annually trained on the permit requirements and their roles and responsibilities.

Subtask 4.1 Planning & Land Development Program Training & Tracking

The Planning and Land Development provisions of the Regional Permit require the City to ensure that Priority Development Projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with Low Impact Development (LID) requirements. Qualifying capital improvement projects are also subject to LID requirements.

This subtask provides for preparation and delivery of a training for Community Development staff on the Planning & Land Development Program requirements of the Regional Permit. This subtask also provides an allocation of time for entering Priority Development Projects subject to LID into the WRAMPS online tool for tracking and annual reporting.

It is assumed that contracted Building & Safety service providers will be responsible for training their staff and will self-certify that training.

Subtask 4.1 Deliverables:

- Training session for Community Development staff on the Planning & Land Development requirements

Subtask 4.2 Construction Program Support

The City is required to implement a Construction Program to track and ensure appropriate BMPs are being implemented on construction sites within its jurisdiction. The City must also ensure that developers of construction sites larger than one acre are obtaining coverage under the Statewide Construction General Permit (CGP), have an approved LID Plan in place prior to the City's issuance of a grading or building permit, and that these sites are inspected for effective stormwater BMPs at frequencies consistent with the Regional Permit requirements.

This task includes time to track and review via the State Board's online SMARTS system the status, documentation and reporting by construction sites disturbing one acre or more within the City. This subtask also provides for preparation and delivery of a virtually accessible training for Community Development and Public Works staff on the Construction Program requirements of the Regional Permit. This training will be distinct from the Planning & Land Development training to provide flexibility for targeted staff to access the training at their convenience as appropriate to their job responsibilities. McGowan Consulting time for this effort assumes cost-sharing among three municipal clients.

It is assumed that the City will utilize contracted or in-house practitioners that are trained and knowledgeable in CGP requirements for any municipal capital improvement projects one acre and larger consistent with the State Water Board Qualified QSD/QSP program since the training provided by McGowan Consulting is primarily focused on the Regional Permit Construction Program requirements and is not equivalent to the two- or three-day training required for practitioners of the CGP. It is also assumed that contracted Building & Safety service providers will be responsible for training their staff and will self-certify that training.

Subtask 4.2 Deliverables

- Virtual training for Community Development and Public Works staff on the Regional Permit Construction Program requirements

Subtask 4.3 Expanded LID Support

Effective site design preserves and/or creates natural landscape features that promote percolation of stormwater on-site, minimizes impermeable surfaces that create runoff, and uses permeable paving for exterior paved surfaces where feasible. Broader application of effective site design practices will distribute stormwater detention and retention capacity across more properties in the City, thereby increasing overall stormwater capture and supporting the City's 85%, 24-hour stormwater retention compliance approach.

This subtask includes an allocation of time for McGowan Consulting to assist staff in carrying out the City's expanded LID program for effective site design on new and redevelopment projects.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on public works maintenance and capital improvement activities. The Regional Permit requires implementation of BMPs to minimize water quality impacts from the maintenance of public facilities, including parks, streets, storm drain infrastructure, recreational and other municipally owned or operated facilities. The City must annually train all employees in targeted positions whose interactions, jobs and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as solid waste collection or landscape maintenance.

This subtask provides for McGowan Consulting to provide virtually accessible training for targeted City staff and contracted service providers. The training will include an overview of the stormwater program for context and then focus most of the training on municipal operation and maintenance activities with the potential to impact stormwater quality. McGowan Consulting time for preparation of this training module assumes cost-sharing among three municipal clients.

McGowan Consulting will also assist City staff in obtaining the requisite self-certification from contractors by preparing template letters with links to the virtually accessible training for City staff to finalize and send to contractors.

Task 5 Deliverables:

- Virtual training for targeted public works staff and contractors
- Template letters for obtaining self-certification from contractors

Task 6 Illicit Discharge Detection and Elimination Program Training

The Regional Permit requires the City to continue to implement its Illicit Discharge Detection and Elimination (IDDE) program to detect and identify the source of suspected illicit discharges and to implement procedures for eliminating confirmed illicit discharges. In addition, the City's IDDE Procedures Manual must be updated once during the five-year Regional Permit term.

This task provides for preparation and delivery of an interactive or virtually accessible annual training for field staff on identification and reporting of illicit discharges. McGowan Consulting time for preparation of this training module assumes cost-sharing among three municipal clients. This subtask also includes an allocation of effort for McGowan Consulting to work with City staff to review and update the IDDE Procedures Manual. McGowan Consulting will meet with City staff to discuss the City's IDDE response procedures and progressive enforcement policy, and will use the information gathered during this meeting to update the IDDE Procedures Manual and provide a draft for City staff review. It is assumed City staff will provide one set of consolidated comments and a single revision of the draft manual will be made. Once finalized, the final IDDE Procedures Manual, including all appendices, will be delivered to the City in PDF format.

Task 6 Deliverable:

- Virtual training on the IDDE program
- Update of IDDE Procedures Manual

Task 7 Watershed Group Planning and Coordination

The Coordinated Integrated Watershed Management Program (CIMP) and Watershed Management Program (WMP) are being implemented cooperatively by the Peninsula WMG in accordance with the requirements of the Regional Permit. The City has been participating in CIMP implementation through a separate contracting mechanism under an MOU administered by the City of Rancho Palos Verdes in coordination with the Peninsula WMG member agencies. The WMP was revised in 2021 to newly include the City of Rolling Hills as an 85th %, 24-hr stormwater runoff retention area. The City is also participating in the Harbor Regional Monitoring Coalition MOU to meet its monitoring obligations under the Greater Los Angeles and Long Beach Harbors Toxics TMDL. The Harbor Regional Monitoring Coalition (Harbor RMC) meets quarterly to coordinate TMDL compliance monitoring and reporting in the harbors.

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The Peninsula WMG members have been undertaking certain WMP implementation tasks in a cooperative manner with effort for carrying out these tasks distributed equitably between the consultant for the City of Rancho Palos Verdes and McGowan Consulting as consultant for the Cities of Rolling Hills Estates, Palos Verdes Estates and Rolling Hills. This task provides for McGowan Consulting to perform the City's share of the following cooperative WMP implementation subtasks.

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The Regional Permit newly requires the submittal of Semi-annual Watershed Progress Reports to the LA Water Board which are due on December 15 and June 15. Although the consultant for the City of Rancho Palos Verdes will lead this submittal, this is necessarily a cooperative effort and as such, McGowan Consulting will provide assistance in compiling key elements of these reports and will also provide review and comment on the draft and final Semi-annual Progress Reports. Additionally, as part of the City's contribution to the Peninsula WMG progress reporting requirements, McGowan Consulting will provide assistance to the City in updating its progress on meeting Watershed Management Program (WMP) measures in WRAMPS on a semi-annual basis.

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Cost Estimate

McGowan Consulting will deliver the services described in the foregoing Scope of Services for an estimated cost of **$68,200** based on time and materials as detailed in the following Budget Table and FY2023-24 Rate Schedule. To provide flexibility to best meet the needs of the City in addressing the requirements of the Regional Permit, it is understood that reallocation of level-of-effort between tasks and subtasks may occur so long as the total contract amount is not exceeded. Given the nature of regulatory-driven programs which are subject to changing requirements and unpredictable developments, an additional ten percent contingency in the amount of $6,820 is also provided to be used only when authorized by the City to support additional assistance that is unplanned.

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Fiscal Year 2023-2024 Budget Table Stormwater Consulting Services			
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+ indicates costs planned to be covered by the SCW Municipal Program Fund			

McGowan Consulting, LLC
Labor Rates - Contract Year 2023-24[1]

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[1] Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

MCGOWAN CONSULTING, LLC
412 Olive Avenue, #189, Huntington Beach, CA 92648
310-213-4979 Kathleen@McGowan.Consulting

April 20, 2023

Elaine Jeng, City Manager
John Signo, Director of Planning & Community Services
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

RE: PROPOSAL FOR MS4 PERMIT CONSULTING FY2023-24

Dear Ms. Jeng and Mr. Signo:

McGowan Consulting is pleased to provide the enclosed scope of services and cost estimate to assist the City of Rolling Hills (City) in implementing the requirements of the Regional Municipal Stormwater Permit (Regional Permit) during fiscal year 2023-2024. As you are aware, we specialize in providing customized stormwater quality and watershed protection consulting services to municipal clients and have an in-depth understanding of the City's character, opportunities and constraints. The LA Water Board acceptance of the City's deemed compliance approach is a unique accomplishment among the municipalities in Los Angeles County; we are gratified to have assisted the City in achieving that approval.

This scope of services is designed to assist the City in implementing its individual requirements under the Regional Permit including supporting the City in cooperative implementation of the Peninsula Watershed Management Program (WMP), planning and reporting on expenditure of the City's Municipal Safe Clean Water funds, decision making and review of data and reporting from the Peninsula Coordinated Integrated Monitoring Program, and representing the City's interests to the LA Water Board. This proposal has been prepared with the assumption that the City's participation in the WMP as an 85th%, 24-hour stormwater runoff retention area will continue to provide the City with deemed compliance with TMDLs. However, it is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable developments, and as such a ten percent contingency has been included for additional unplanned assistance to be used only when authorized by the City.

Please contact me if you have any questions or require additional information. Thank you for the opportunity to continue to work with you and your colleagues in serving the City of Rolling Hills.

Sincerely,

Kathleen C. McGowan, P.E., Principal
McGowan Consulting, LLC

Attachment: Scope of Services and Cost Estimate

Scope of Services – Stormwater Permit Consulting
City of Rolling Hills FY2023-24

This scope of services is designed to assist the City of Rolling Hills (City) with implementation of required programs in the Regional Phase I MS4 NPDES Permit – Order No. R4-2021-0105 – NPDES Permit No. CAS004004 Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties (Regional Permit). The City is participating in the Palos Verdes Peninsula Watershed Management Group (Peninsula WMG) and this scope of services also includes the City's in-kind contribution of effort for implementation and reporting by the Peninsula WMG as required by the Regional Permit.

This scope of services is organized into tasks based on the Regional Permit program areas.

Task 1 - Program Management, Individual Reporting and Regulatory Support
Task 2 - Public Information and Participation Program
Task 3 - Commercial Facilities Control Program [*not applicable to the City*]
Task 4 - Planning & Land Development and Construction Programs
Task 5 - Public Agency Activities Program
Task 6 - Illicit Discharge Detection and Elimination Program
Task 7 - Watershed Group Planning and Coordination
Task 8 - Watershed Management Program Joint Implementation Activities

Task 1 Program Management, Individual Reporting and Regulatory Support

The Regional Permit affects a wide range of municipal activities and requires management and coordination of pollution prevention and implementation activities across municipal functions and among co-permittees. Task 1 is focused on stormwater program planning, coordination and reporting.

Subtask 1.1 Coordination, Communication and Program Management

This subtask provides an allocation of time for McGowan Consulting to conduct stormwater program planning, coordination, and regular communication with City staff on action items and pending decisions needed, regulatory and watershed developments, and for internal coordination and project management. Time is also included in this subtask for periodic meetings or calls with City staff on the status of work progress. This effort will include working with City staff to maintain a required list of applicable staff positions and contractors who should receive stormwater annual training specific to their responsibilities and in tracking that staff in these targeted positions are trained annually or within 180 days of starting employment. This task may also include time for assisting City staff in preparing staff reports to City Council to update them on progress of key stormwater program implementation topics.

Subtask 1.2 Regional Permit Individual Annual Report

The Regional Permit requires the City to submit an Individual Annual Report to the Los Angeles Regional Water Quality Control Board (LA Water Board) by December 15th summarizing its stormwater management program activities during the preceding fiscal year (July 1st-June 30th), including a detailed categorization and reporting of costs and tracking of measurable achievements.

This subtask covers McGowan Consulting's preparation of the City's Individual Annual Report following the required format and content prescribed in the Regional Permit, including activities implemented and costs incurred by stormwater program and type during the reporting year. McGowan Consulting will provide City staff a detailed list of information needed to complete the Individual Annual Report. Given receipt of the requested Individual Annual Report information in electronic format from City staff by September 15, a draft Individual Annual Report will be prepared using the updated WRAMPS online reporting tool for City staff review by November 1. A two-week turnaround for City staff review with a consolidated set of comments, and a single revision of the annual report are assumed to meet the December 15th submittal deadline. Following submittal of the report, an electronic copy of the Individual Annual Report and its supporting files will be provided for the City's records.

It is assumed that the City will continue to contract separately for monitoring of trash consistent with its approved Trash Monitoring and Reporting Program and that information will be provided to McGowan Consulting in the spreadsheet format required by the Regional Permit for inclusion in its Individual Annual Report.

Subtask 1.2 Deliverables:

- Draft and final Regional Permit Individual Annual Report

Subtask 1.3 Permit-wide Coordination and Regulatory Suppport

This subtask includes time to participate in virtual Co-Permittee meetings and conference calls to share information, resources and address challenges cooperatively amongst the Co-Permittees of the Regional Permit and for coordination with other Permittees on implementation strategies for new Regional Permit provisions, such as participation in LA Permit Group meetings, the County of Los Angeles's WRAMPS workshops and Technical Working Group meetings. This subtask also allocates time for McGowan Consulting to participate in committees and attend workshops to track and review regulatory activities affecting the City's stormwater program such as new or revisions to statewide water quality standards applicable to MS4 permits, statewide permitting policies, precedential State and Regional Water Board orders, and issuance or reconsideration of Total Maximum Daily Loads (TMDLs). McGowan Consulting time for this subtask assumes cost-sharing among three municipal clients.

Task 2 Public Information and Participation Program

Each Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific Regional Permit and Peninsula WMP requirements. Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, individual program approach, and/or through partnerships with State or National stormwater member agencies, or a combination of approaches. The Peninsula WMG has committed to joint development of certain elements of the PIPP which are addressed in Subtask 8.2. The City's solid waste franchisee disseminates information to residents and businesses on proper handling of wastes such as: vehicle waste fluids, household waste materials, construction waste materials, organic waste and animal waste. City staff disseminate opportunities for participation in pollution prevention activities and events to residents and businesses via the City's Blue Newsletter. Accordingly, the City's PIPP obligations will be met through a combination of individual City activities, outreach material developed in collaboration with the other members of the Peninsula WMG, promotion of local environmental events and

workshops hosted by other organizations, as well as statewide and regional outreach and engagement efforts including those developed by the California Stormwater Quality Association (CASQA) and those implemented through the Safe Clean Water Program. The Regional Permit requires documentation and tracking of information on the City's PIPP activities, including the (1) date of activity; (2) method of dissemination, (3) targeted behavior; (4) targeted pollutant; (5) targeted audience; (6) culturally effective methods; (7) metric(s) for measuring effectiveness of activity, and related information necessary for measuring effectiveness.

Subtask 2.1 PIPP Implementation

This subtask includes an allocation of time to track the City's PIPP activities via metrics identified in collaboration with City staff in a spreadsheet database. McGowan Consulting will work with City staff to track the metrics throughout the year for compilation in the City's next Individual Annual Report. This task also provides an allocation of effort for McGowan Consulting to support the City as needed in its efforts to disseminate public outreach materials and encourage community engagement on stormwater and related environmental programs. This support may include reviewing and recommending changes to the City's Environmental Programs website material and/or recommendations for information to be disseminated to the public via the City's Blue Newsletter.

It is assumed that City staff will be responsible for making as-needed recommended updates to its website content and disseminating information via its Blue Newsletter.

Subtask 2.1 Deliverables:

- Annual update of City's individual PIPP activities database and metrics for tracking effectiveness

Subtask 2.2 Safe Clean Water Municipal Program

The Safe Clean Water (SCW) Program, also known as Measure W, provides dedicated funding to increase local water supply, improve water quality and protect public health with a key goal of supporting municipalities in meeting water quality objectives required by the Regional Permit. The City receives approximately $100,000 annually in Municipal Program Funds and has annual planning and reporting responsibilities for the expenditure of these funds as outlined in the City's Municipal Transfer Agreement with Los Angeles County Flood Control District (LACFCD). The City's Municipal SCW Annual Plan and Municipal SCW Annual Report on expenditures must be prepared and submitted via the SCW online reporting tool in accordance with the structure and content required by the tool. The tool is mounted on the Los Angeles County SCW Program website (SafeCleanWaterLA.org) where the plans and reports are also posted for public transparency and accountability. The City's first 3-year independent audit of its expenditures will be due on March 31, 2024 and will also be posted to that website.

This subtask provides for McGowan Consulting to assist the City by preparing the Municipal SCW Annual Report of its expenditures for FY2022-23 and the Municipal SCW Annual Plan for FY2024-25 based on a similar level of effort experienced preparing these plans and reports for the City during previous years. Authorized City staff must approve and submit the final Municipal SCW Annual Report and Annual Plan to the LACFCD via the SCW reporting tool.

Municipal SCW Annual Report (due in December): McGowan Consulting will prepare a draft expenditure spreadsheet and list of information necessary to prepare the draft Municipal SCW Annual Report covering expenditures during the preceding fiscal year (FY2022-23). Within six weeks of receiving the requested information, McGowan Consulting will prepare the draft Municipal SCW Annual Report via the SCW online tool for City staff review. A consolidated set of comments from City staff, and a single revision of the report to incorporate City staff comments are assumed.

Municipal SCW Annual Plan (due by April 1): McGowan Consulting will prepare a draft annual plan spreadsheet for discussion with City staff in January 2024 to identify anticipated Municipal SCW Program expenditures for the upcoming fiscal year (FY2024-25) and will then provide a list of additional information items necessary to prepare the Municipal SCW Annual Plan. Given receipt of the requested information from City Staff by February 1, McGowan Consulting will prepare a revised spreadsheet and draft Municipal SCW Annual Plan narrative via the SCW online tool for City staff review by March 1. A two-week turnaround for City staff review, with a consolidated set of City staff comments, and a single revision of the annual plan are assumed.

It is assumed that City staff will be responsible for adherence to the SCW Program financial documentation and will contract separately for the independent 3-year audit as specified in the SCW Municipal Program Transfer Agreement.

Subtask 2.2 Deliverables:

- Draft and Final Municipal SCW Annual Plan
- Draft and Final Municipal SCW Annual Report

Task 4 Planning & Land Development and Development Construction Programs

The Planning & Land Development and Construction Programs are both applicable to public and private development projects and there are separate and cross-cutting requirements in these programs. In addition, targeted staff positions whose duties include carrying out the Planning and Land Development and Construction programs, must be annually trained on the permit requirements and their roles and responsibilities.

Subtask 4.1 Planning & Land Development Program Training & Tracking

The Planning and Land Development provisions of the Regional Permit require the City to ensure that Priority Development Projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with Low Impact Development (LID) requirements. Qualifying capital improvement projects are also subject to LID requirements.

This subtask provides for preparation and delivery of a training for Community Development staff on the Planning & Land Development Program requirements of the Regional Permit. This subtask also provides an allocation of time for entering Priority Development Projects subject to LID into the WRAMPS online tool for tracking and annual reporting.

It is assumed that contracted Building & Safety service providers will be responsible for training their staff and will self-certify that training.

Subtask 4.1 Deliverables:

- Training session for Community Development staff on the Planning & Land Development requirements

Subtask 4.2 Construction Program Support

The City is required to implement a Construction Program to track and ensure appropriate BMPs are being implemented on construction sites within its jurisdiction. The City must also ensure that developers of construction sites larger than one acre are obtaining coverage under the Statewide Construction General Permit (CGP), have an approved LID Plan in place prior to the City's issuance of a grading or building permit, and that these sites are inspected for effective stormwater BMPs at frequencies consistent with the Regional Permit requirements.

This task includes time to track and review via the State Board's online SMARTS system the status, documentation and reporting by construction sites disturbing one acre or more within the City. This subtask also provides for preparation and delivery of a virtually accessible training for Community Development and Public Works staff on the Construction Program requirements of the Regional Permit. This training will be distinct from the Planning & Land Development training to provide flexibility for targeted staff to access the training at their convenience as appropriate to their job responsibilities. McGowan Consulting time for this effort assumes cost-sharing among three municipal clients.

It is assumed that the City will utilize contracted or in-house practitioners that are trained and knowledgeable in CGP requirements for any municipal capital improvement projects one acre and larger consistent with the State Water Board Qualified QSD/QSP program since the training provided by McGowan Consulting is primarily focused on the Regional Permit Construction Program requirements and is not equivalent to the two- or three-day training required for practitioners of the CGP. It is also assumed that contracted Building & Safety service providers will be responsible for training their staff and will self-certify that training.

Subtask 4.2 Deliverables

- Virtual training for Community Development and Public Works staff on the Regional Permit Construction Program requirements

Subtask 4.3 Expanded LID Support

Effective site design preserves and/or creates natural landscape features that promote percolation of stormwater on-site, minimizes impermeable surfaces that create runoff, and uses permeable paving for exterior paved surfaces where feasible. Broader application of effective site design practices will distribute stormwater detention and retention capacity across more properties in the City, thereby increasing overall stormwater capture and supporting the City's 85%, 24-hour stormwater retention compliance approach.

This subtask includes an allocation of time for McGowan Consulting to assist staff in carrying out the City's expanded LID program for effective site design on new and redevelopment projects.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on public works maintenance and capital improvement activities. The Regional Permit requires implementation of BMPs to minimize water quality impacts from the maintenance of public facilities, including parks, streets, storm drain infrastructure, recreational and other municipally owned or operated facilities. The City must annually train all employees in targeted positions whose interactions, jobs and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as solid waste collection or landscape maintenance.

This subtask provides for McGowan Consulting to provide virtually accessible training for targeted City staff and contracted service providers. The training will include an overview of the stormwater program for context and then focus most of the training on municipal operation and maintenance activities with the potential to impact stormwater quality. McGowan Consulting time for preparation of this training module assumes cost-sharing among three municipal clients.

McGowan Consulting will also assist City staff in obtaining the requisite self-certification from contractors by preparing template letters with links to the virtually accessible training for City staff to finalize and send to contractors.

Task 5 Deliverables:

- Virtual training for targeted public works staff and contractors
- Template letters for obtaining self-certification from contractors

Task 6 Illicit Discharge Detection and Elimination Program Training

The Regional Permit requires the City to continue to implement its Illicit Discharge Detection and Elimination (IDDE) program to detect and identify the source of suspected illicit discharges and to implement procedures for eliminating confirmed illicit discharges. In addition, the City's IDDE Procedures Manual must be updated once during the five-year Regional Permit term.

This task provides for preparation and delivery of an interactive or virtually accessible annual training for field staff on identification and reporting of illicit discharges. McGowan Consulting time for preparation of this training module assumes cost-sharing among three municipal clients. This subtask also includes an allocation of effort for McGowan Consulting to work with City staff to review and update the IDDE Procedures Manual. McGowan Consulting will meet with City staff to discuss the City's IDDE response procedures and progressive enforcement policy, and will use the information gathered during this meeting to update the IDDE Procedures Manual and provide a draft for City staff review. It is assumed City staff will provide one set of consolidated comments and a single revision of the draft manual will be made. Once finalized, the final IDDE Procedures Manual, including all appendices, will be delivered to the City in PDF format.

Task 6 Deliverable:

- Virtual training on the IDDE program
- Update of IDDE Procedures Manual

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PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of August 2015 at City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, hereinafter called the CITY, and McGowan Consulting LLC, hereinafter called the CONSULTANT.

1. RECITALS:

A. CITY desires to retain CONSULTANT for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. CONSULTANT is well qualified by reason of education and experience to perform such services; and

C. CONSULTANT is willing to render such professional services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agree to perform the services set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the proposal including scope of work attached as Exhibit A.

3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Exhibit A, Cost Breakdown for City of Rolling Hills sheet:

> Total expenditure made under this contract shall not exceed the sum of $35,850 for FY 2015-16; $39,976 for FY 2016-17 and $39,468 for FY 2017-18. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the City Manager and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed monthly in arrears based upon the hourly services provided. CONSULTANT shall submit invoices in duplicate and addressed to the CITY, c/o the Planning Department, 2 Portuguese Bend Road, Rolling Hills, CA 90274.

5. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this contract without the express written consent of the CITY.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this agreement upon execution of this agreement.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's California office during the contract period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

9. TERM OF CONTRACT

This contract shall be valid for three years from execution of this agreement. The City may extend this contract for additional three years or less. Such extension shall be in writing by the CITY to the CONSULTANT.

10. TERMINATION

This contract may be terminated at any time for breach and the CITY may terminate unilaterally and without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

CONSULTANT shall not assign or transfer interest in this contract without the prior written consent of the CITY.

12. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

13. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. INDEMNITY

CONSULTANT agrees to indemnify the CITY, its officers, employees and agents against, and will hold and save each of them 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 the negligent acts or intentional tortuous acts, errors or omissions of CONSULTANT, its agents, employees, subcontractors, or invitees, provided for herein. CONSULTANT will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorneys' fees incurred in connection herewith. CONSULTANT will promptly pay any judgment rendered against CITY, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities. In the event CITY, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence of CONSULTANT hereunder, CONSULTANT agrees to pay CITY, its officers, agents, or employees, any and all costs and expenses incurred by CITY, its officers, agents or employees in such action or proceeding, including but not limited to reasonable attorney's fees.

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence.

ii. Public Liability and Property Damage Insurance, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California.

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed $5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers, agents, and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) (ii) and (iii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this Agreement, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the Agreement. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this Agreement or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

16. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

17. CONFLICTS OF INTEREST

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in

the performance of this Agreement, no person having any such interest shall be employed.

18. INDEPENDENT CONTRACTOR

The CONSULTANT 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 over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT 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 the CITY.

19. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF ROLLING HILLS	CONSULTANT
CITY MANAGER:	MCGOWAN CONSULTING LLC:
RAYMOND R. CRUZ	KATHLEEN MCGOWAN
DATE: 7/23/15	DATE: 7/15/2015

ATTEST:

Heidi Luce, City Clerk

APPROVED AS TO FORM:

City Attorney

McGowan Consulting LLC
412 Olive Avenue, #189, Huntington Beach, CA 92648
310-213-4979 Kathleen.EnvE@Verizon.net

EXHIBIT A

Scope of Work

This scope of work is organized into tasks according to the following Permit program areas:

Task 1 - Program Management and Coordination;
Task 2 - Public Information and Participation Program;
Task 3 - Industrial/Commercial Facilities Control Program-no scope anticipated,
Task 4 - Planning & Land Development and Construction Programs;
Task 5 - Public Agency Activities Program;
Task 6 - Illicit Connection & Illicit Discharge Elimination;
Task 7 - Watershed Planning and Implementation

Task 1 Program Management and Coordination

The MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of MS4 Permit activities across municipal functions. Task 1 is focused on stormwater program management and coordination and annual reporting.

Subtask 1.1 Coordination and Communication

This task provides an allocation of time for regular communication with City staff via email and telephone and for semi-annual meetings on the status of work progress, recent regulatory and watershed developments, need for action or response, and to provide opportunity for City staff to inject policy direction as needed. An allocation of time is included in this task to review regulatory actions by the Regional Board and State Water Resources Control Board (State Board) and related actions by non-governmental organizations that may directly affect the City. This subtask also includes project management and organization.

Subtask 1.1 Deliverables:

- Semi-annual meeting agendas and progress reports (one page)
- At least one specific recommendation per year for City improvements in stormwater management, complete with location and illustrations as is appropriate

Subtask 1.2 Annual Reporting

The City is required to submit an annual report to the Regional Board by December 15 of each year covering the preceding reporting period that aligns with the City's fiscal year. Regional Board staff is in the process of developing a new annual reporting template which may affect level of effort to prepare the City's annual report over previous years, however that template is not yet available.

McGowan Consulting will assemble information for the preceding reporting year provided by City staff and its contract services from each of the five categories of minimum control measures applicable in the City to prepare the draft annual report for City staff review. Following receipt of comments from City staff, the annual report will be revised and the final annual report will be completed with relevant annual monitoring reports appended or incorporated by reference in the form of electronic PDF files for delivery to Regional Board staff. One bound copy as well as an electronic copy of the annual report will also be provided for the City's records.

It is assumed that City staff will provide necessary information for the annual report including but not limited to:

- Budgetary information for stormwater expenditures
- Public outreach and education materials, e.g., newsletters, fliers
- New development/redevelopment project plan review conditions
- Building & Safety's storm-water related construction inspection records
- Municipal capital improvement project information relevant to stormwater
- Illicit connection and discharge incident tracking

Given timely receipt of the necessary annual report information from City staff by September 15th of each year, a draft annual report for City staff review will be delivered in electronic format by November 1st. A three-week turnaround for City staff review with a consolidated set of City staff comments, and a single revision of the annual report are also assumed. Labor effort for annual report preparation for contract years 2015-16 and 2017-18 are based on an assumed level-of-effort similar to that for the 2014-15 annual report, however in contract year 2016-17 additional effort is anticipated to address a new annual report format currently in development. Time is also included for review and comment on the City's annual trash monitoring report and the Non-Stormwater Screening and Monitoring Report prepared under a separate contract. Additionally, this effort will include preparation of a letter to accompany the annual trash monitoring report requesting that the Regional Board allow the City of Rolling Hills to cease trash monitoring based on justification in the new Statewide Trash Policy issued by the State Water Resources Control Board.

It is assumed that the annual Machado Lake TMDL Monitoring Report due with the City's annual report, and the integrated monitoring report which will be due with subsequent annual reports arising from the Peninsula CIMP implementation will be prepared through separate contracting with the Peninsula agencies so that no effort by McGowan Consulting in preparing the annual monitoring reports will be necessary. A separate allocation of time for reviewing and commenting on Machado Lake and Integrated Monitoring reports is included under Task 7.

Subtask 1.2 Deliverables:

- Draft and final FY14-15 Annual Report

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time to participate in MS4 Permit Co-Permittee meetings to share information, resources and address MS4 Co-Permitee challenges cooperatively. A total of ten (10) such meetings are assumed. Additionally attendance at two (2) special meetings or workshops which may be called by Regional Board staff is also assumed.

Task 2 Public Information and Participation Program

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific MS4 Permit requirements and meets the general objectives of:

- Measurably increasing the knowledge of target audiences about the adverse impacts of stormwater pollution on receiving waters and the potential solutions to mitigate these impacts
- Measurably changing the waste disposal and stormwater pollutant generating behavior of target audiences

- Involving and engaging a diversity of socio-economic groups and ethnic communities in mitigating the impacts of stormwater pollution.

Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, or individual program approach. Required activities which may be best coordinated within the watershed and/or Countywide include: public service announcements and advertising campaigns, development of public education materials, distribution of public educational material at points of purchase, and distribution of materials to public and independent K-12 schools. The County has stated it will cease providing a K-12 outreach program and will limit the scope of its support to other Permittees to: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, and facilitating dissemination of stormwater pollution prevention materials. The Peninsula Watershed Management Group (WMG) has historically coordinated some joint public outreach programs. It is anticipated that the Peninsula WMG will continue to jointly coordinate some of the required elements of the PIPP. The City is individually responsible for continuing to provide information and links on its website to other stormwater websites that include educational materials and opportunities for the public to participate in stormwater pollution prevention and clean-up activities.

This task provides an allocation of effort to work collaboratively with the Peninsula WMG to develop and implement joint elements of the PIPP program. Effort for staffing a stormwater booth at a ½ day community event in partnership with the City of Rolling Hills Estates is included in this task. This task also includes attendance at four (4) quarterly County-wide Public Outreach coordination meetings to avail the City of resources and information on County-wide efforts. McGowan Consulting will also review the City's website links and make annual recommendations for content changes to the City's website and outreach materials.

Time for attendance at Peninsula WMG meetings will be covered under Subtask 7.1. It is assumed that costs for printing public education materials or purchasing premiums for distribution to the public will be procured directly by the City through direct purchase orders with vendors or through a joint agreement among the Peninsula WMG and are excluded from this Scope of Work.

Task 2 Deliverables:

- Memo with recommendations for content changes or additions to the City's website and outreach materials
- Notes from Quarterly County-wide Public Outreach coordination meetings
- Staffing for ½ day community outreach event

Task 3 Industrial/Commercial Facilities Control Program

The permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. The sole industrial/commercial facility located within the City is the Palos Verdes Peninsula Unified School District's maintenance facility, which is subject to the Statewide General Industrial Activities Stormwater Permit. McGowan Consulting understands that the City has no jurisdiction over this state facility; accordingly no time is allocated for this task. [This task has been left as a placeholder with no budget to simplify time charging by task for multiple clients].

Task 4 Planning & Land Development and Development Construction Programs

The Development Planning provisions of the MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements, including the City's Green Street Policy. It is assumed that the City's contracted Building & Safety and City Engineer services contractors will be responsible for implementing the foregoing requirements.

The Development Construction Program of the NDPES Permit tasks the City with the related objective of minimizing pollutant loads from development and redevelopment sites during construction, including its own capital improvement projects. The City is required to review and approve construction plan documents for consistency with the requirements of the MS4 Permit and make technical standards for construction best management practices (BMPs) readily available to the development community via the City's website and at the public counter. The City must also implement inspection procedures and for public and private construction sites consistent with the MS4 Permit requirements. It is assumed that the City's contracted Building & Safety services contractors will be responsible for implementing the foregoing requirements and for documenting and tracking the implementation of the Development Construction Program.

Subtask 4.1 LID Implementation Support

The MS4 Permit requires that a GIS or other electronic system be established to cumulatively track the effectiveness of new development and redevelopment low impact development implementation over time. This effectiveness is to be assessed by compiling, analyzing, and summarizing information with respect to new development and redevelopment and retrofit projects to allow assessment of the following as part of annual reporting:

- Estimated cumulative change in percent effective impervious area (EIA) since the effective date of the MS4 Permit and, if possible, the estimated change in the storm water runoff volume during the 85th percentile storm event;
- Summary of New Development/Re-development Projects constructed within the Permittee(s) jurisdictional area during the reporting year;
- Summary of Retrofit Projects that reduced or disconnected impervious area from the MS4 during the reporting year;
- Summary of other projects designed to intercept storm water runoff prior to discharge to the MS4 during the reporting year; and
- For the projects summarized above, estimate of the total runoff volume retained on site by the implemented projects.

The information to be tracked must produce the foregoing effectiveness assessment metrics as well as a list of mandatory information identified in the MS4 Permit to be tracked for these projects.

An allocation of effort in this subtask is provided for McGowan Consulting to assist City staff in coordinating with contracted building & safety staffs in implementing a system for tracking the information required in the MS4 Permit for annual reporting purposes and for reviewing outputs to

verify that the MS4 Permit requirements are being effectively tracked for annual reporting purposes.

Subtask 4.2 Training for Planning and Management Staff

Implementation of the Planning & Land Development and Construction Programs under the Municipal Stormwater Permit occurs through: planning staff review of new development/redevelopment projects, and contracted building & safety issuance of building and grading permits, and inspection of construction sites during construction and upon project completion. Similar parallel responsibilities for public capital improvement projects reside with City staff. The MS4 Permit requires annual training of targeted staff implementing the Planning & Land Development and Construction program requirements.

This subtask is intended to provide training to the City's planning and management staff to assist them in their planning review and oversight and coordination of contract Building & Safety services. This training will be focused on implementation of MS4 Permit requirements for the Planning & Land Development and Development Construction programs. A single one-hour training session will be conducted with visual presentation and handouts. It is assumed that the City's contracted inspectors have been previously trained and are knowledgeable in inspection procedures consistent with the State Water Resources Control Board Qualified SWPPP Practitioner program for the Statewide Construction General Permit (CGP) and the MS4 Permit technical requirements for low impact development.

Subtask 4.2 Deliverables:

- Training session for City Planning and management staff

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on public facilities requiring implementation of Best Management Practices (BMPs) to minimize water quality impacts. Since the City of Rolling Hills does not own any part of the storm drain system, all streets within the City are private, and the City currently is not subject to the WDRs for Sewage Collection Systems, some of these requirements do not directly apply to the City. The City must train employees whose interactions, jobs, and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance or trash collection. Training must address the requirements of the overall stormwater management program, as well as training specific to the duties carried out by the employee or contractor. This required training will be combined with required illicit discharge elimination training with the effort included in Task 6.

It is understood that the City has previously developed a public facility inventory of municipally owned or operated facilities that are potential sources of stormwater pollution consistent with the Part VI.D.9.c of the MS4 Permit and that five facilities are included in the inventory: City Hall, Community Association, Community Tennis Courts, Hess' Gap Riding Ring, and Clif Hix Ring. McGowan Consulting will develop an inspection checklist to be used to document that appropriate BMPs continue to be implemented at these facilities and will conduct annual field visits of the facilities. It is assumed that the field visits will require one person one field day to conduct facility site walks, make notes, and take photographs as needed to document the inspections. This task also provides an allocation of time to support City staff as needed on public agency activity compliance issues.

Task 5 Deliverables:

- Inspection checklist for stormwater BMPs at municipal facilities
- Completed checklists with photographs documenting conditions at the five facilities

Task 6 Illicit Discharge Elimination and Field Staff Training

The City's Illicit Connection and Illicit Discharge (IC/ID) Elimination program must include written procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. It is understood that the City's existing Illicit Discharge Elimination Procedures manual has been updated for consistency with the 2012 MS4 Permit requirements.

This task provides for preparation and delivery of an interactive training for public works staff and contracted service providers selected by the City. The training will provide an overview of the permit requirements and then focus the majority of training time on activity-specific BMPs and permit requirements in Part VI.D.9. Public Agency Activities minimum control measures. Municipal field staff and contractors will also be trained to identify and report illicit discharges as part of their normal job responsibilities consistent with the procedures described in the City's existing Illicit Discharge Elimination Procedures Manual. A single one-hour interactive presentation is assumed with additional time for open discussion.

Task 6 Deliverables:

- One (1) annual training session (1- to 1.5-hours) for public works and community association staff and contract service providers

Task 7 Watershed Planning and Implementation

The City is participating in the implementation of a Coordinated Integrated Monitoring Program (CIMP) consistent with the Permit and in cooperation with the cities of Rancho Palos Verdes, Palos Verdes Estates, and Rolling Hills, along with the Los Angeles County Department of Public Works and Flood Control District (Peninsula Watershed Management Group or Peninsula WMG). As required by the Permit, the draft CIMP was submitted in June 2014—comments from Regional Board staff were received in late May 2015 requesting a revised CIMP be submitted to address the comments. Upon approval of the revised CIMP by Regional Board staff, the Peninsula WMG will have 90 days to begin implementing the CIMP and this will be accomplished through development of a memorandum of agreement for joint monitoring among the agencies of the Peninsula WMG. In addition to implementation of the CIMP, other joint efforts to be undertaken by the Peninsula WMG during FY15-16 will include developing a coordinated approach to PIPP requirements. It is assumed that the City of Rolling Hills will not be participating in the Peninsula Enhanced Watershed Management Program as previously determined by the City Council.

Subtask 7.1 Watershed Group Planning

The Peninsula WMG has been meeting on a monthly basis to coordinate compliance. This task includes time to prepare for and participate in the meetings on the City's behalf, and provide review and comment on the group's joint work products. Anticipating that frequency of meetings will be reduced now that CIMP and EWMP development is substantially complete, this scope of work includes representation of the City at nine (9) watershed management group meetings. It is assumed that McGowan Consulting effort for meeting attendance and document review will be distributed across three municipal clients. The scope also includes participation in the quarterly Greater Harbor Regional Monitoring Coalition meetings by conference call.

Subtask 7.2 Monitoring Data Summary for City's Annual Report

This task provides for preparation of a City-specific summary of the annual water quality monitoring results for monitoring locations to which drainage from the City is tributary. This summary will be included in the effectiveness assessment of the annual report to support the City's individual annual report submittal. Once CIMP implementation is underway, the quantity of monitoring data to be summarized will increase significantly, accordingly an escalated level-of-effort is anticipated for contract years 2016-17 and 2017-18 in comparison with contract year 2015-16.

The data summary will draw upon and utilize the annual Machado Lake TMDL Monitoring Report due in December 2015, the integrated monitoring report for the CIMP which will be prepared for subsequent annual reports, and the annual report for the Coordinated Compliance Monitoring for the Greater Los Angeles and Long Beach Harbors Toxics TMDL, which are all to be prepared through separate contracting mechanisms and are not part of this scope of work. It is assumed that draft versions of these reports will be available to McGowan Consulting by October 1 each year in order to allow sufficient time to prepare the City-specific data summary and allow for City staff review prior to annual report submittal.

Excluded from this scope of work is effort to respond to Regional Board staff requests for information with respect to exceedances of TMDL objectives or receiving water standards/limits, notices of violation or other enforcement actions.

Subtask 7.2 Deliverables:

- City-specific Annual Summary of Monitoring Results for Annual Report Effectiveness Assessment

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and McGowan Consulting LLC, ("Consultant") as of July 16, 2018.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated July 15, 2015 (the "Agreement") by which City engaged Consultant for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. City and Consultant now desire to amend the Agreement in order to extend the agreement and compensation to Consultant to extend the services for two years per the attached Scope of Work and compensation schedule.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

A. Section 1. "SCOPE OF WORK" of the Agreement is amended as follows:

Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A, except for the Optional Task 7.3.

B. Section 3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Exhibit A, Cost Breakdown for City of Rolling Hills sheet, except for the Optional Task 7.3:

Total expenditure made under this contract shall not exceed the sum of $35,850 for FY 2015-16; $39,976 for FY 2016-17, $39,468 for FY 2017-18, $43,996 for FY 2018-19, beginning on July 16, 2018 and $45,992 for FY 2019-20. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings and miscellaneous costs, estimated to be accrued during that period. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the City Manager and CONSULTANT.

C. Section 9. TERM OF CONTRACT

The term of this agreement is extended to June 30, 2020.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

6-26-18

YOLANTA SCHWARTZ Date
Interim City Manager

ATTEST:

Yvette Hall
Yvette Hall, City Clerk Date

CONSULTANT
MCGOWAN CONSULTING, LLC.

7/2/18
Date

Exhibit A

McGowan Consulting, LLC
412 Olive Avenue, #189, Huntington Beach, CA 92648
310-213-4979 Kathleen@McGowan.Consulting

May 30, 2018

Yolanta Schwartz, Interim City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

RE: PROPOSAL FOR MS4 PERMIT CONSULTING SERVICES FOR FY1819 & FY1920

Dear Ms. Schwartz:

McGowan Consulting is pleased to provide this proposal to assist the City of Rolling Hills (City) in implementing the requirements of the Municipal Stormwater Permit (LA MS4 Permit)[1] during fiscal years 2018-2019 (FY1819) and 2019-2020 (FY1920). As you know, we specialize in providing customized, expert stormwater quality and watershed protection consulting services to small municipal clients.

This proposal provides a scope of services designed to: assist the City in implementing its individual requirements under the LA MS4 Permit, represent the City's interests at watershed and Co-Permittee meetings, and pursue opportunities to cooperate in external regional water quality improvement projects in order to address the City's total maximum daily load (TMDL) requirements under the LA MS4 Permit.

We have developed this proposal based on the regulatory requirements of the current 4th term LA MS4 Permit, the Peninsula Coordinated Integrated Monitoring Program (Peninsula CIMP), and our understanding of the City's particular needs. Regional Water Quality Control Board (Regional Board) staff have stated that they anticipate the adoption of a new MS4 Permit this calendar year, therefore, it is assumed that the 5th term MS4 Permit will be adopted during FY1819. The level of effort in certain subtasks reflects support for the permit negotiation process during FY1819. According to statements made by Regional Board staff, the 5th term permit is expected to be a regional permit covering urbanized areas of Los Angeles and Ventura Counties, but will have similar provisions as the 4th term LA MS4 permit. Accordingly, this proposal does not include any significant increase in level of effort for implementation of the MS4 Permit programs during FY1920 following adoption of the 5th term MS4 Permit. This proposal assumes that the City will not be participating in the Peninsula Enhanced Watershed Management Program (Peninsula EWMP) during FY1819 as previously determined by the City Council and that the City will continue to comply with the LA MS4 Permit through implementation of the minimum control measures and approved source control and institutional measures identified in implementation plans for the various TMDLs to which it is subject. If following adoption of the 5th term MS4 Permit, the City determines to join the Peninsula EWMP, an optional Task 7.3 is provided to address the City's additional joint responsibilities for implementing the Peninsula EWMP, including contributing to its share of the effort for preparation of the Watershed Annual Report and preparation of an adaptive management revision to the EWMP to include the City's participation in external regional projects and the EWMP as a whole.

[1] Order No. R4-2012-0175 NPDES Permit No. CAS004001 Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach.

Scope of Services

As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the LA MS4 Permit identifies conditions, requirements and programs that municipalities must implement to protect regional water resources from adverse impacts associated with pollutants in stormwater and urban runoff. Although the 4th term LA MS4 Permit expired in December 2017, the City is obligated to continue to comply with the permit requirements, including the elements of the approved Peninsula CIMP, until a new 5th term MS4 Permit is issued.

This scope of services is organized into tasks according to the following Permit program areas:

Task 1 - Program Management and Coordination;
Task 2 - Public Information and Participation Program;
Task 3 - Commercial Facilities Control Program (not applicable),
Task 4 - Planning & Land Development and Construction Programs;
Task 5 - Public Agency Activities Program;
Task 6 - Illicit Connection & Illicit Discharge Elimination Program;
Task 7 - Watershed Planning and Implementation

Task 1 Program Management and Coordination

The LA MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of LA MS4 Permit compliance implementation activities across municipal functions. Task 1 is focused on stormwater program management, planning and coordination, and annual reporting.

Subtask 1.1 Coordination and Communication

This subtask provides an allocation of time for internal project management and coordination, regular communication via email and telephone with City staff, and periodic meetings with City staff on the status of work progress, regulatory and watershed developments, need for action or response, and to obtain direction from City staff as needed. In addition, this subtask includes time during FY1819 to track the progress of the County's Safe, Clean Water stormwater funding measure and time during FY1920 to assist with implementation of the funding measure, assuming voters approve it. This subtask also provides an allocation of time for McGowan Consulting to work with City staff to prepare updates and obtain direction from City Council on issues such as LA MS4 Permit negotiations, adoption of the LA County Local Area Management Program for septic systems, and external regional projects and/or alternative strategies for attainment of TMDLs.

Subtask 1.1 Deliverables:

- Two (2) staff reports or stormwater program updates to City Council in each fiscal year
- One (1) in person briefing at a City Council meeting in each fiscal year

Subtask 1.2 Annual Reporting

The City is required to submit an annual report to the Regional Board by December 15th each year covering the preceding reporting period that aligns with the City's fiscal year (July 1st-June 30th). This subtask covers McGowan Consulting's preparation of the individual annual report for the City based on information already in-hand and information to be provided by City staff and contract staff covering activities implemented during the reporting year. By September 15th, McGowan Consulting will prepare a first draft annual report given the information already in hand and provide City staff a list of information needed to complete the annual report. Information requested may include but is not limited to:

- Budgetary information for stormwater expenditures in each category
- Copies of City newsletters with stormwater related information
- Low impact development (LID) project information for private and public development and redevelopment projects completed within the reporting year
- Stormwater-related construction inspections and plan check (including SWPPP and/or ESCP review)
- Illicit discharge incident tracking

The County of Los Angeles has developed the GIS-based Watershed Reporting Adaptive Management and Planning System (WRAMPS) which includes a Project Module to assist Permittees and watershed groups in compiling and analyzing the LID project data necessary for completing the annual report. WRAMPS produces effectiveness assessment metrics necessary for annual reporting cumulatively from one annual reporting year to the next. It is assumed that the City's contract building & safety staff will provide LID project information to McGowan Consulting in the Excel® spreadsheet template format provided by WRAMPS or the LID Project form developed by McGowan Consulting.

Given timely receipt of the requested annual report information from City staff in the necessary electronic formats no later than October 15th, a second draft individual annual report for City staff review will be delivered in electronic format by November 10th. A two-week turnaround for City staff review with a consolidated set of City staff comments, and a single revision of the annual report are assumed. Following receipt of comments from City staff, the Individual Annual Report will be revised, and the final annual report prepared in the form of electronic PDF files. McGowan Consulting will deliver the City's Individual Annual Report in the preferred electronic format to Regional Board staff. An electronic copy of the individual annual report will be provided for the City's records.

Level of effort for annual report preparation is assumed to be similar to that expended in FY1718 since, based on previous experience with the 4th term LA MS4 Permit adoption, any modifications to the annual report format and content associated with the 5th term MS4 permit will not likely be applicable until the annual report that is due in December 2020.

Subtask 1.2 Deliverables:

- First draft, second draft and final Individual Annual Report for FY1718 reporting year
- First draft, second draft and final Individual Annual Report for FY1819 reporting year

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time to participate in LA MS4 Permit Co-Permittee meetings and coordination conference calls to share information, resources and address Co-Permittee and Watershed Group challenges cooperatively amongst the 84 co-permittees of the LA MS4 Permit. An allocation of time is provided for attendance at bi-monthly LA Permit Group Meetings. Additionally, it is anticipated that the 5th term MS4 Permit will be negotiated and adopted during FY1819 and attendance at three (3) Regional Board special meetings or workshops regarding the 5th term MS4 Permit is assumed. An allocation of time is also included to review and comment on the anticipated draft 5th term MS4 Permit. McGowan Consulting anticipates that much of the work in this subtask such as attending meetings and reviewing and analyzing the draft permit will be performed in common for multiple clients and, as such, the effort in this subtask is reduced based on distribution of time among clients.

Task 2 Public Information and Participation Program

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific MS4 Permit requirements and meets the general objectives of:

- Increasing the knowledge of target audiences about the adverse impacts of stormwater pollution on receiving waters and the potential solutions to mitigate these impacts;
- Changing the waste disposal and stormwater pollutant generating behavior of target audiences; and
- Involving and engaging a diversity of socio-economic groups and ethnic communities in mitigating the impacts of stormwater pollution.

Each of the required elements of this program may be met by the City either through a County-wide, watershed group, or individual program approach. The County has formally stated that it will continue implementing the following County-wide efforts on behalf of the Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, developing and facilitating dissemination of stormwater pollution prevention materials, and implementing a K-12 outreach program. The Peninsula WMG has committed to joint coordination and development of some of the required elements of the program.

The City is individually responsible for certain elements of the program that are not appropriate for joint implementation, such as maintaining a stormwater website or providing links on its website to stormwater websites that include educational materials and opportunities for the public to participate in stormwater pollution prevention and clean-up activities. This task provides an allocation of effort to work collaboratively with the Peninsula WMG to develop and implement joint elements of the PIPP program (to the extent applicable in Rolling Hills) and, during FY1920, to review the City's website and make recommendations for changes to content and links as appropriate. This task also includes effort for staffing a stormwater booth at a ½ day community event in partnership with the City of Rolling Hills Estates.

It is assumed that costs for printing public education materials for distribution to the City's residents will be procured directly by the City through direct purchase orders with vendors or through a joint agreement among the Peninsula WMG and are excluded from this Scope of Services. It is assumed that the City's solid waste franchise contract addresses the LA MS4 Permit requirement to distribute information to residents on proper handling of wastes such as: vehicle waste fluids, household waste materials, construction waste materials, green waste and animal waste.

Subtask 3 Deliverables:

- Staffing for ½ day community outreach event, once in each fiscal year
- Recommendations for content changes or additions to the City's website and outreach materials during FY1920

Task 3 Commercial Facilities Control Program

The permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. The sole industrial/commercial facility located within the City is the Palos Verdes Peninsula Unified School District's maintenance facility, which is subject to the Statewide General Industrial Activities Stormwater Permit. McGowan Consulting understands that the City has no jurisdiction over this state facility;

accordingly, no time is allocated for this task. [This task has been left as a placeholder with no budget to simplify time charging by task numbers for multiple clients].

Task 4 Support for Planning & Land Development and Development Construction Programs

The Planning and Land Development provisions of the LA MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements, including the green streets provisions. The Development Construction provisions of the LA MS4 Permit require the City to ensure that development and redevelopment projects including its own capital improvement projects implement measures to reduce storm water pollutant loads from the development site during construction.

Subtask 4.1 Support for Planning & Land Development and Construction Programs

This task provides an allocation of 24 hours of effort during FY1819 to complete the guidelines for design of residential equestrian/stable facilities begun during FY1718 in order to fulfill an additional implementation activity identified in the Machado Lake Nutrient TMDL Implementation Plan. This may require a meeting with the City's Planning Commission to obtain input, and then revision and finalization of the guidelines based on input from the Planning Commission and direction from City staff.

A revision of Chapter 8.32 Stormwater Management and Pollution Control of the City's municipal code may be needed during FY1920, after the issuance of the 5th term MS4 Permit. An allocation of 24 hours of effort is provided for McGowan Consulting to assist City staff in preparing a revision of Chapter 8.32 to address minor changes arising from the 5th term MS4 Permit. It is assumed that this revision will not be a wholesale repeal and replacement of Chapter 8.32, but rather that the chapter will remain substantially intact with minor redline changes to be made at select locations.

An annual allocation of eight (8) hours is also included in this task for McGowan Consulting to track reporting by construction sites disturbing 1 acre or more via the State Board's online SMARTS system on a quarterly basis to confirm that required reports have been submitted. This quarterly tracking will allow McGowan Consulting to alert City staff of potential deficiencies and the need for closer follow up at large construction sites.

It is assumed that the City is utilizing Building and Safety inspectors trained in MS4 Permit inspection procedures to carry out inspections of construction sites at frequencies consistent with the LA MS4 Permit requirements. The small site construction brochure developed jointly by the Peninsula WMG is targeted at small construction sites and can be used by contract building & safety staff and City planning staff to educate and enforce these requirements. Additionally, for construction sites disturbing 1 acre or greater, it is assumed that the City is utilizing Building and Safety inspectors trained in the State Board's CGP Qualified SWPPP Practitioner Program for stormwater inspections and plan reviews. Construction inspectors and construction plan reviewers may attend training on the construction provisions of the MS4 Permit that is being coordinated jointly through the Peninsula WMG, so it is assumed that no training for the construction program is necessary by McGowan Consulting in this scope of services.

Subtask 4.2 Regulatory Transition into LA County LAMP

McGowan Consulting understands that most properties in the City are served by onsite wastewater treatment systems (OWTS), or septic systems. In 2013 the State Water Resources Control Board issued an OWTS Policy that provides for a waiver of Waste Discharge Requirements (WDRs) for individual property owners if a local agency adopts a Local Agency Management Program (LAMP) consistent with the OWTS Policy. Los Angeles County Department of Public Health (LACDPH) has developed the Los Angeles County LAMP as approved by the Regional Board in May 2018. After the Los Angeles County Board of Supervisors formally adopts the Los Angeles County LAMP and accompanying ordinance, a number of steps are necessary in order to put the LAMP into effect within the City so that any new and replacement OWTS in the City can continue to be permitted by LACDPH. This process will require that the City and LACDPH enter into a 5-year MOU designating the LACDPH as the Qualified Local Agency to regulate OWTS within the City. The City must also adopt the Los Angeles County LAMP Ordinance, adopt the Los Angeles County Professional Guide on Conventional and Non-Conventional OWTS Requirements and Procedures, adopt any necessary revisions to the Los Angeles County Plumbing Code, and pass a Resolution authorizing LACDPH to enforce its code within the City.

This task provides an allocation of effort for McGowan Consulting to assist City staff in coordinating and carrying out the process to put the Los Angeles County LAMP into effect within the City. It is assumed that this effort will likely include attending an organizational meeting with LACDPH staff and representatives of other municipalities to discuss the process, preparing a staff report and resolution for City Council, and related coordination efforts. Once the LAMP is effective, an allocation of effort during FY1920 is included to assist City staff in providing additional information necessary for LACDPH to implement the program on the City's behalf. McGowan Consulting anticipates that time for meeting attendance and staff report preparation will be distributed between several clients.

It is assumed that the Los Angeles County LAMP Ordinance and any necessary revisions to the Los Angeles County Plumbing Code will be adopted by reference so that significant modifications to the City's own code will not be necessary and such effort is excluded from this scope. It is also assumed that LACDPH will prepare annual reports on the City's behalf for the LAMP program, and no effort by McGowan Consulting is necessary in preparing the LAMP annual report for the City.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on municipal facilities and activities requiring implementation of Best Management Practices (BMPs) to minimize water quality impacts. Since the City of Rolling Hills does not own any part of the storm drain system, all streets within the City are private, and the City currently is not subject to the WDRs for Sewage Collection Systems, many of these requirements do not apply to the City. During FY1516, McGowan Consulting assisted the City in preparing an inventory of its municipal facilities and a list of potential opportunities for stormwater retrofits at these facilities consistent with the LA MS4 Permit requirements. McGowan Consulting has also developed a self-inspection checklist for City staff to utilize to identify, implement and/or document that effective source control BMPs are implemented at municipal facilities and as part of routine maintenance activities. The City must annually train employees whose interactions, jobs, and activities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as landscape maintenance or trash collection.

This task allocates effort to provide informal training to City management staff in implementing the stormwater program.

Required annual training of contract service providers whose interactions, jobs, and activities affect stormwater quality is being coordinated jointly through the Peninsula Watershed Group. It is assumed that City staff will arrange for contract service personnel to attend the training coordinated jointly through the Peninsula Watershed Group, and that no training for this program will be necessary by McGowan Consulting.

Task 6 Illicit Discharge Elimination Program

The City's Illicit Discharge Elimination (IDE) program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. The City's IDE procedures manual was updated in 2014 for consistency with the 2012 LA MS4 Permit requirements. Field staff, including contracted staff who as part of their normal job responsibilities may come into contact with or observe illicit discharges or illicit connections, must be trained on the City's IDE procedures at least twice during the term of the MS4 Permit, and for new employees, within 180 days of being hired. Since IDE procedures training was held twice for City/contract staff during the 4th term LA MS4 Permit, this requirement will be addressed following the adoption of the 5th term MS4 Permit in FY1920. Based on the understanding that the 5th term MS4 Permit will be substantially similar to the 4th term LA MS4 Permit, it is assumed that only minor revisions to the City's IDE procedures manual will be necessary.

This task provides for McGowan Consulting to prepare for and deliver a training session for City staff and key contract staff during FY1920. An allocation of six (6) hours of time is also provided for McGowan Consulting to prepare minor revisions to the City's IDE manual.

Subtask 6 Deliverable:

- One (1) training session on IDE program for field staff and code enforcement staff during FY1920
- One (1) revision of the City's IDE manual during FY1920

Task 7 Watershed Planning

The Peninsula CIMP and EWMP are being implemented cooperatively by the Peninsula WMG. The Peninsula CIMP is being carried out through an MOU administered by the City of Rancho Palos Verdes through a separate contracting mechanism. The Peninsula EWMP is being implemented cooperatively by the Peninsula WMG through a combination of joint and individual activities—although the City is not currently participating in the Peninsula EWMP, it is possible that with the adoption of the 5th term MS4 Permit and completion of preliminary design of a key external regional project, the City Council may determine that it is in the City's best interest to join the Peninsula EWMP. In the event this occurs, an additional optional task is provided to address the City's additional joint responsibilities for implementing the Peninsula EWMP, including contributing to its share of effort for preparation of the Watershed Annual Report and preparation of an adaptive management revision to the EWMP to include the City's participation in external regional projects and the EWMP as a whole.

Task 7.1 Watershed Group Planning/Meetings

The Peninsula WMG meets monthly to coordinate compliance monitoring and implementation activities for both the Peninsula CIMP and EWMP. This task includes time to prepare for and participate in the

meetings on the City's behalf and to provide review and comment on the group's joint work products. The effort shown in this task assumes McGowan Consulting's time is distributed between three municipal clients.

Task 7.2 TMDL Support

Since the City is not currently participating in the Peninsula EWMP, it must continue to implement approved TMDL Implementation Plans to attain waste load allocations in stormwater discharges for pollutants of concern.

During FY1617, McGowan Consulting prepared a draft Implementation Plan for Machado Lake Pesticides & PCBs, Greater Los Angeles Harbor Waters Toxic Pollutants, and Santa Monica Bay DDT & PCBs Total Maximum Daily Loads (Toxics TMDL Implementation Plan) to satisfy the implementation planning requirements for both the Machado Lake Pesticides & PCBs and the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDLs established by the Regional Board, and also to support attainment of water quality objectives for the Santa Monica Bay DDT and PCBs TMDL issued by U. S. EPA. To date the City has not received comments from Regional Board staff on the draft Toxics TMDL Implementation Plan submitted in July 2017. In the event that comments are received, this task includes an allocation of effort to revise the City's draft Toxics TMDL Implementation Plan in response to Regional Board staff comments, assuming that only minor revisions will be required and that the overall source control and institutional measures approach will be accepted by Regional Board staff (a similar approach was accepted by the Regional Board for the Machado Lake Nutrient TMDL).

This subtask also provides an allocation of effort for McGowan Consulting to continue to contribute, on the City's behalf, to the Peninsula WMG's ongoing effort to pursue external regional projects with potential capacity to capture the 85th percentile/24-hour stormwater runoff volume from the Machado Lake watershed areas of the Peninsula. According to the LA MS4 Permit provisions, such project(s), if constructed, would deem the City in compliance with the Machado Lake TMDLs if the City is participating in an approved EWMP. McGowan Consulting effort in this subtask may include review and comment on externally provided engineering studies, feasibility analyses, grant proposals, and agreements to implement external regional projects located in other jurisdictions. The effort may also include support for reconsideration of the Machado Lake TMDLs by the Regional Board which will require coordination with outside agencies and as-needed technical/regulatory support on behalf of the Peninsula WMG agencies.

The overall level-of-effort allocated for this subtask is assumed to be similar to that expended in FY1718.

Task 7.3 Watershed Annual Report and EWMP Revision (optional)

Following adoption of the 5th term MS4 Permit, the City Council may determine that it is in the City's best interest to join the Peninsula EWMP in order to avail the City of the option to be deemed in compliance with final TMDL objectives through implementation of one or more regional projects that capture and retain all stormwater runoff up to and including the volume equivalent to the 85th percentile/24-hour storm event. In such an event and at City staff's direction, McGowan Consulting will carry out this optional task to address the City's additional joint responsibilities for implementing the Peninsula EWMP, including contributing the City's share of effort for preparation of the Watershed Annual Report and supporting the consultant for Rancho Palos Verdes in preparing an adaptive revision of the Peninsula EWMP to include the City.

The Peninsula WMG has agreed to undertake certain EWMP implementation tasks in a cooperative manner with responsibility for carrying out identified tasks distributed equitably between the consultant for the City of Rancho Palos Verdes, and McGowan Consulting as consultant for the City of Rolling Hills Estates, Palos Verdes Estates (and also for Rolling Hills if the City Council determines to join the Peninsula EWMP). McGowan Consulting is responsible for preparing the joint Watershed Annual Report by December 15th covering the previous reporting year which aligns with the agencies' fiscal year. In preparing the Watershed Annual Report, McGowan Consulting will rely on information provided by each agency in the Peninsula WMG as well as key elements of the report to be provided by the consultant for Rancho Palos Verdes including:

- Excel spreadsheets containing monitoring data organized according to the required fields
- Narrative discussion of investigation of outfalls with significant non-stormwater discharges
- Integrated Monitoring Compliance Report
- Supporting Data and Information

It is assumed that the consultant for Rancho Palos Verdes will provide Excel spreadsheets containing monitoring data organized according to the required fields for the reporting period by October 1st. It is also assumed that each individual Peninsula WMG agency will upload its individual new development and redevelopment LID projects through the online WRAMPs tool no later than October 15th to enable McGowan Consulting to download and compile the information necessary to prepare the Watershed Annual Report.

Given timely receipt of the necessary annual report information from the individual Peninsula WMG agencies and the CIMP Implementation Consultant, McGowan Consulting will deliver a draft Watershed Annual Report for review by the Peninsula WMG in electronic format by November 10th. The Watershed Annual Report will follow the template provided by Regional Board staff. A three-week turnaround for Peninsula WMG review, and a single revision of the watershed annual report to incorporate compiled comments from the Peninsula WMG agencies are also assumed.

The MS4 Permit Part VI.C.8.a. Adaptive Management Process and the Regional Board Executive Officer's letter dated April 19, 2016 approving the Peninsula EWMP requires that the group submit an adaptive management evaluation every two years in parallel with the Watershed Annual Report. The adaptive management evaluation is to include an analysis of progress in achieving water quality objectives, milestones and re-evaluation of water quality priorities based on data generated by the CIMP, and other information and data that informs the effectiveness of the EWMP. The adaptive management evaluation will identify any modifications to the EWMP and provide rationale for the changes (such as the inclusion of the City of Rolling Hills).

This subtask provides an allocation effort during FY1920 for McGowan Consulting to assist the consultant for Rancho Palos Verdes in conducting the Peninsula WMG's Adaptive Management Evaluation due by December 15th, 2020, and revising the Peninsula EWMP to include the City of Rolling Hills. It is assumed that the consultant for Rancho Palos Verdes will have the lead role in this effort and will be responsible for producing the Adaptive Management Evaluation Report and revised Peninsula EWMP. Effort to conduct any necessary reasonable assurance analysis modeling to incorporate the City into the Peninsula EWMP is excluded from this scope of services.

Subtask 7.3 Deliverables:

- Draft and Final Watershed Annual Report for FY1819 reporting year

COST PROPOSAL

McGowan Consulting will conduct the work effort described in the above Scope of Services for an amount not to exceed **$43,996 in FY18-19 and $57,992 in FY19-20 (including optional task 7.3)** as detailed in the attached Budget Table and Rate Schedule. In order to provide a measure of flexibility to best meet the needs of the City, it is understood that reallocation of labor hours and budget between tasks and subtasks may occur as long as the total contract amount is not exceeded. When possible, consulting time for attending meetings and performing tasks in common for clients will be distributed between two or more clients, thereby reducing individual costs to each client; tasks and subtasks where labor effort has been reduced due to an assumption of work performed in common for more than one client are identified with an asterisk (*) in the budget table. Invoices will be submitted based on actual effort expended in accordance with the attached rate schedule for FY1819, with an increase in rates for FY1920 based on the increase in Consumer Price Index for the Los Angeles area.

McGowan Consulting will inform City staff of changing requirements and emerging issues as part of regular communication. It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements with the issuance of the 5th term MS4 Permit, new/emerging regulatory issues, enforcement action, or significant additional support required by City staff that was unanticipated. If such unpredictable event(s) or needs arise, we are prepared to assist the City and, if necessary and at City staff's direction, we will submit a request for an authorization for scope change to provide the City with additional consulting services to respond to meet the need.

Please do not hesitate to contact me if you have any questions or require additional information or scope clarification. Thank you for the opportunity to continue to work with you and your colleagues and to serve the City of Rolling Hills.

Sincerely,



Kathleen C. McGowan, P.E., Principal
McGowan Consulting LLC

Attachments:

Two-Year Budget Table
Rate Schedule

Two-Year Budget for MS4 Permit Consulting for City of Rolling Hills

	FY18-19		FY19-20	
	Labor Hours	Budget	Labor Hours	Budget
Task 1 Program Management and Coordination				
1.1 - Coordination and Communication	48	$ 7,008	48	$ 7,200
1.2 - Annual Reporting	50	$ 7,300	50	$ 7,500
1.3 - Permit-wide Planning and Coordination *	28	$ 4,088	20	$ 3,000
Subtotal Task 1	126	$ 18,396	118	$ 17,700
Task 2 Public Information & Participation Program				
PIPP Program Development & Implementation*	20	$ 2,600	26	$ 3,484
Subtotal Task 2	20	$ 2,600	26	$ 3,484
Task 3 Industrial/Commercial Facilities Control Program		$ -		$ -
Not Applicable	0	$ -	0	$ -
Task 4 Planning & Land Development and Construction Programs				
4.1 - Planning & Land Development and Construction Support	32	$ 4,480	32	$ 4,608
4.2 - OWTS (Septic) Incorporation into County LAMP*	32	$ 4,672	12	$ 1,800
Subtotal Task 4	64	$ 9,152	44	$ 6,408
Task 5 Public Agency Activities Program				
Training of Management Staff	8	$ 1,168	8	$ 1,200
Subtotal Task 5	8	$ 1,168	8	$ 1,200
Task 6 Illicit Discharge Elimination				
Training of Field Staff and minor revision of IDE Manual*	0	$ -	18	$ 2,700
Subtotal Task 6	0	$ -	18	$ 2,700
Task 7 Watershed Planning and Implementation *				
7.1 - Watershed Group Planning/Meetings*	40	$ 5,840	50	$ 7,500
7.2 - TMDL Support*	40	$ 5,840	40	$ 6,000
7.3 - Watershed Annual Report and EWMP Revision (optional)*		$ -	80	$ 12,000
Subtotal Task 7	80	$ 11,680	170	$ 25,500
Subtotal Labor Tasks 1-7	**298**	**$42,996**	**384**	**$56,992**
Subcontracted expense for contracted graphic design and website content updates and hosting*	-	$ 1,000	-	$ 1,000
TOTAL ESTIMATED COST FOR EACH YEAR *without Optional Task 7.3*		**$ 43,996**		**$ 45,992**
TOTAL ESTIMATED COST FOR FY1920 *with Optional Task 7.3*:				**$ 57,992**

** indicates tasks where there are some labor/cost savings due to cost sharing between clients*

McGowan Consulting, LLC

Labor Rates

Contract Year 2018-19[1]

Professional/Staff Rates

Principal	**$158 per hour**
Sr. Scientist	**$131 per hour**
Staff Scientist	**$58 per hour**

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates.

[1] Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

RECEIVED
APR 17 2019
City of Rolling Hills
By

MCGOWAN CONSULTING LLC

TRANSMITTAL SHEET

TO:	FROM:
Elaine Jeng, City Manager	Kathleen McGowan
COMPANY:	DATE:
City of Rolling Hills	April 15, 2019

RE:

Two (2) original copies of signed
Amendment 2 to PSA

☐ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY

☐ FOR YOUR RECORDS ☐ PLEASE RECYCLE

NOTES/COMMENTS:

Elaine,
Please find enclosed two (2) original signed copies of the Second Amendment to our Professional Services Agreement to be executed by the City.
Many thanks,
Kathleen

412 OLIVE AVENUE, #189, HUNTINGTON BEACH, CA 92648

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Second Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and McGowan Consulting LLC, ("Consultant") upon full, written execution by both parties.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated July 15, 2015 (the "Agreement") by which City engaged Consultant for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. City and Consultant are parties to the Agreement that was amended by the First Amendment to the Agreement dated July 26, 2018 (the "First Amendment") by which City engaged Consultant to perform MS4 permit consulting services for an additional two year period from FY 2018-19 to FY 2019-20 under a new compensation schedule per a new scope of work, which was attached as Exhibit A to the First Amendment.

C. City and Consultant now desire to amend the Agreement for a second time in order to increase the do not exceed amount of the Agreement and to expand the scope of the Agreement to require Consultant to prepare a revised Trash and Monitoring and Reporting Plan (TMRP) for both the Machado Lake Trash and the Santa Monica Bay Debris TMDL monitoring requirements and a cover letter to submit to the Los Angeles Regional Water Quality Control Board justifying a reduction in monitoring frequency to once every five years (the "Second Amendment").

D. City and Consultant agree to replace Exhibit A that was attached to the Agreement by the First Amendment with Exhibit A that is attached to the Second Amendment, and to increase the do not exceed amount of the Agreement by $3,000 in FY2018-19 and $1,000 in FY2019-20 to account for the expanded scope of work.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

A. Section 1 "SCOPE OF WORK" of the Agreement is amended to read as follows:

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A, except for the Optional Task 7.3 in Part 1 of the scope of work.

B. Section 3. "COST" of the Agreement is amended to read as follows:

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Exhibit A, except for the Optional Task 7.3 in Part 1 of the scope of work:

Total expenditure made under this contract shall not exceed the sum of $35,850 for FY 2015-16; $39,976 for FY 2016-17, $39,468 for FY 2017-18, $46,996 for FY 2018-19, beginning on July 16, 2018 and $46,992 for FY 2019-20. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings and miscellaneous costs, estimated to be accrued during that

period. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the City Manager and CONSULTANT.

Except as above modified, in all other respects the Agreement is hereby affirmed in full force and effect.

ATTEST

City Clerk 4/9/2019 Date

CITY OF ROLLING HILLS

ELAINE JENG 4/19/2019 Date

MCGOWAN CONSULTING, LLC

KATHLEEN MCGOWAN 4/15/19 Date

MCGOWAN CONSULTING LLC

RECEIVED
JUL 30 2020
City of Rolling Hills
By

TRANSMITTAL

TO:	FROM:
Elaine Jeng Meredith Elguira	Kathleen McGowan 310-213-4979 Kathleen@McGowan.Consulting
CITY:	**DATE:**
Rolling Hills	July 29, 2020

RE:

3rd Amendment to PSA

FOR REVIEW

NOTES/COMMENTS:

Enclosed are two copies signed of the Third Amendment to our PSA.

Please let me know if you have any questions or require further information.

Thank you very much,

412 OLIVE AVENUE, #189, HUNTINGTON BEACH, CA 92648

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Third Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and McGowan Consulting LLC, ("Consultant") as of July 29, 2020.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated July 15, 2015 (the "Agreement") by which City engaged Consultant for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. City and Consultant now desire to amend the Agreement in order to extend the agreement and compensation to Consultant to extend the services for one year per the attached Scope of Work and compensation schedule, see Exhibit A to the Third Amendment.

C. City and Consultant agree to replace Exhibit A that was attached to the Agreement by the Second Amendment with Exhibit A that is attached to the Third Amendment and to increase the do not exceed amount of the Agreement by $70,605 (Total Cost Includes Optional Subtask 7.3 of $6,200) in FY 2020-21 to account for the proposed scope of work.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

A. Section 1. "SCOPE OF WORK" of the Agreement is amended as follows:

Consultant shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A.

B. Section 3. "COST" of the Agreement is amended as follows:

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Exhibit A, Budget Table (MS4 Permit Consulting Services FY2021) for City of Rolling Hills.

Total expenditure made under this contract shall not exceed the sum of $35,850 for FY 2015-16; $39,976 for FY 2016-17, $39,468 for FY 2017-18, $46,996 for FY 2018-19, beginning on July 16, 2018 as amended by the Second Amended Agreement, $46,992 for FY 2019-20 as amended by the Second Amended Agreement, and $70,605 (Total Cost Includes Optional Subtask 7.3 of $6,200) for FY 2020-21. Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying. Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates. It also includes any escalation or inflation factors anticipated. No increase in fees will be allowed during the life of the contract.

Any increase in contract amount or scope shall be by express written amendment approved by the City Manager and CONSULTANT.

C. Section 9. TERM OF CONTRACT

The term of this agreement is extended to June 30, 2021.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

CITY OF ROLLING HILLS

7/30/2020

ELAINE JENG, P.E. Date
City Manager

ATTEST:

7/30/2020

City Clerk Date

CONSULTANT
MCGOWAN CONSULTING, LLC.

7/29/20

Date

EXHIBIT A

McGowan Consulting, LLC
412 Olive Avenue, #189, Huntington Beach, CA 92648
310-213-4979 Kathleen@McGowan.Consulting

May 11, 2020

Elaine Jeng, City Manager
Meredith Elguira, Director Planning and Community Services
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

RE: PROPOSAL FOR MS4 PERMIT CONSULTING SERVICES FOR FY2021

Dear Ms. Jeng and Ms. Elguira:

McGowan Consulting is pleased to provide this proposal to assist the City of Rolling Hills (City) in implementing the requirements of the Municipal Stormwater Permit (MS4 Permit)[1] during fiscal year 2020-21 (FY2021). We specialize in providing top-notch, customized stormwater quality and watershed protection consulting services to small municipal clients. Our staff are experts in resolving municipal stormwater regulatory and water quality challenges and we have an in-depth understanding of the City's stormwater quality needs and constraints.

This proposal provides a scope of services designed to assist the City in implementing its individual requirements under the current 4th term MS4 Permit, to represent the City's interests during development of the 5th term MS4 Permit, to assist the City in addressing its total maximum daily load (TMDL) waste load allocations under the MS4 Permit, and to document eligible expenditures under the Safe, Clean Water Program. Although the 4th term MS4 Permit has expired, the City is obligated to continue to comply with the requirements of that permit, as well as commitments made in the Peninsula Coordinated Integrated Monitoring Program (Peninsula CIMP), until a new 5th term MS4 Permit is issued. Regional Water Quality Control Board – Los Angeles (Regional Board) staff have stated that they anticipate the adoption of a new region-wide MS4 Permit late in calendar year 2020.

Scope of Services

We have developed this proposal based on the regulatory requirements of the current 4th term MS4 Permit, the Peninsula CIMP, and our understanding of the City's interest in investigating and negotiating an alternative compliance approach for TMDLs. Regional Water Quality Control Board (Regional Board) staff have stated that they anticipate the adoption of a new regional MS4 Permit this calendar year, therefore it is assumed that the 5th term MS4 Permit will be adopted during FY2021. Estimated level of effort for preparing to implement new permit requirements are based on the requirements outlined in the December 2019 unofficial working draft of the 5th term MS4 Permit circulated by Regional Board staff and that the City will continue to comply with

1 Order No. R4-2012-0175 NPDES Permit No. CAS004001 Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach.

the MS4 Permit through implementation of the minimum control measures and approved source control and institutional measures identified in implementation plans for the various TMDLs to which it is subject while investigating alternative compliance approaches.

This scope of services is organized into tasks according to the following Permit program areas:

Task 1 - Program Management and Coordination;
Task 2 - Public Information and Participation Program;
Task 3 - Commercial Facilities Control Program (not applicable);
Task 4 - Planning & Land Development and Construction Programs;
Task 5 - Public Agency Activities Program;
Task 6 - Illicit Connection & Illicit Discharge Elimination Program;
Task 7 - Watershed Planning and TMDL Implementation

Task 1 Program Management, Reporting and Coordination

The MS4 Permit affects a wide range of municipal activities and requires effective management and coordination of MS4 Permit activities across municipal functions. Task 1 is focused on providing assistance to the City in stormwater program management and coordination and annual reporting.

Subtask 1.1 Project Management, Coordination and Communication

This subtask provides an allocation of time for internal project management and coordination, regular communication via email, and periodic meetings or calls with City staff on the status of work progress, regulatory and watershed developments, need for action or response, and to obtain direction from City staff. This subtask also provides an allocation of time for McGowan Consulting to work with City staff to prepare written updates for City Council on issues such as MS4 Permit negotiations and alternative compliance strategies for attainment of TMDLs. Level of effort in this subtask is assumed based on level of effort expended during FY1920.

Subtask 1.2 Annual Reporting

The City is required to submit an annual report to the Regional Board by December 15th each year covering the preceding reporting period that aligns with the City's fiscal year (July 1st-June 30th). This subtask covers McGowan Consulting's preparation of the individual annual report for the City based on information already in-hand and information to be provided by City and contract staff covering activities implemented during the reporting year. By September 15th, McGowan Consulting will provide City staff a list of information needed to complete the annual report. Information requested may include but is not limited to:

- Budgetary information for stormwater expenditures in each category
- Copies of City newsletters with stormwater related information
- Low impact development (LID) project information for private and public development and redevelopment projects completed within the reporting year
- Stormwater construction inspections (including SWPPP/ESCP review)
- Illicit discharge incident tracking

It is assumed that the City's contract building & safety staff will provide LID project information to McGowan Consulting in the Excel® spreadsheet template format provided by the online LA County Watershed Reporting Adaptive Management and Planning System (WRAMPS).

Given timely receipt of the requested annual report information from City staff in the necessary electronic formats no later than October 15th, a complete draft individual annual report for City staff review will be delivered in electronic format by November 10th. A two-week turnaround for City staff review with a consolidated set of City staff comments, and a single revision of the annual report are assumed. Following receipt of consolidated comments from City staff, the Individual Annual Report will be revised, and the final annual report prepared in the form of electronic PDF files. McGowan Consulting will deliver the City's Individual Annual Report in the preferred electronic format to Regional Board staff. An electronic copy of the individual annual report will be provided for the City's records.

Level of effort for annual report preparation is assumed to be similar to that expended in FY1920 since any modifications to the annual report format and content associated with the 5th term MS4 permit will not likely be applicable until the annual report that is due in December 2021.

Subtask 1.2 Deliverables:

- Information request for Individual Annual Report
- Draft and final Individual Annual Report for FY1920 reporting year

Subsubtask 1.3 Permit-wide Planning and Coordination

This subsubtask includes time to participate in MS4 Permit Co-Permittee meetings and coordination conference calls and Permit negotiation meetings. An allocation of time is provided for attendance at six (6) bi-monthly LA Permit Group Meetings. An allocation of time is also included to review and comment on the official draft 5th Term MS4 Permit and to attend Regional Board meetings either in person or by remote video broadcast when significant items that may affect the City are being considered. This subtask also allocates time to track and respond to other regulatory actions by the Regional Board and State Water Resources Control Board (State Board) such as: new or revisions to statewide water quality standards applicable to the MS4 permit, statewide permitting policies, precedential State Board orders, Total Maximum Daily Load (TMDL) reconsiderations or issuance of new TMDLs. The work in this subtask such as attending meetings, reviewing and analyzing the draft permit and other regulatory actions will be performed in common for multiple McGowan Consulting clients and as such the effort assumed in this subtask is reduced based on cost-sharing.

Task 2 Public Information and Participation Program

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific MS4 Permit requirements. Each of the required elements of the PIPP may be met either through a County-wide, watershed group, or individual program approach. It is assumed that the Los Angeles County Department of Public Works will continue to implement the following efforts on behalf of all Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting,

broadcasting public service announcements and conducting regional advertising campaigns, developing stormwater pollution prevention materials, and implementing a K-12 outreach program. The Peninsula WMG has committed to joint development of certain other elements of the PIPP in which the City is participating.

Subtask 2.1 PIPP Implementation

The City is individually responsible for elements of the program not addressed through joint or region-wide outreach including: maintaining a stormwater website or providing links on its website to stormwater websites that include educational materials and opportunities for the public to participate in stormwater pollution prevention and clean-up activities. This subtask includes effort to review the City's website and provide recommended content to meet MS4 Permit objectives in the form of narrative text with links to other websites as appropriate. This subtask also includes effort for staffing a stormwater booth at a ½ day community event in partnership with the City of Rolling Hills Estates in order to meet the MS4 Permit requirement to organize events that educate and involve the community in storm water and non-storm water pollution prevention and clean-up.

Subtask 2.1 Deliverables:

- Recommendations for revisions to the City's website content
- Staffing for ½ day community outreach event

Subtask 2.2 Safe Clean Water Municipal Program

The Safe Clean Water (SCW) Program provides dedicated funding to increase local water supply, improve water quality and protect public health with a key goal of supporting municipalities in meeting MS4 Permit water quality objectives. Beginning in FY2021, the City will receive its first 40% municipal return of the revenues generated by the Safe Clean Water (SCW) parcel tax within 45 days of executing a transfer agreement with the Los Angeles County Flood Control District (LACFCD). It is anticipated that the City will receive approximately $110,000 annually in Municipal Program Funds and must spend at least seventy percent (70%) of these funds on eligible expenses related to new projects or programs implemented on or after November 6, 2018. Up to thirty percent (30%) of the City's Municipal Program Funds may be used to pay for eligible costs and expenses incurred after November 6, 2018 related to maintenance of effort on programs initiated prior to November 6, 2018. The City has a five-year window to expend each traunch and will be required to prepare two SCW expenditure plans during FY2021 forecasting how the Municipal Program Funds will be spent on eligible stormwater program activities in conformance with the SCW Municipal Program requirements outlined in the draft Municipal Transfer Agreement. The first SCW expenditure plan for FY2021 must be submitted within 45 days of executing the Municipal Program Transfer Agreement and the second SCW expenditure plan for FY2122 is due by April 1, 2021. In addition, the City is required to annually make available to the public informational materials containing up-to-date information on the City's actual and budgeted use of the SCW Municipal Program Funds. Transparency and public accountability are integral to the SCW Program, and outreach is required for all aspects of the SCW Program.

This subtask includes assistance to City staff in preparing the City's first two annual SCW expenditure plans for FY2021 and FY2122. The LACFCD staff intend to provide templates for the expenditure plans, however as of the date of this proposal these templates have not yet been provided therefore the extent of effort for this subtask is uncertain. Given this uncertainty, an allocation of twenty (20) hours is provided for McGowan Consulting to prepare the City's draft FY2021 and FY2122 SCW expenditure plans, assuming ten hours per plan to hold a conference call with City staff, prepare of a list of additional information required, and prepare the draft expenditure plan utilizing the LACFCD template.

Following the release of the template by LACFCD, we will hold a call with City staff to identify anticipated eligible expenditures to be included in the plan for FY2021. Within one week of the call we will provide a list of information items necessary to prepare the draft FY2021 SCW expenditure plan. Within four weeks of receipt of the information, McGowan Consulting will prepare a draft FY2021 SCW expenditure plan for City staff.

Prior to initiating the preparation of the FY2122 SCW expenditure plan, McGowan Consulting will hold a second conference call with City staff in early January 2021 to identify anticipated eligible SCW expenditures for FY2122. Within one week of the meeting, we will provide to City staff a list of additional information items necessary to prepare the draft FY2122 SCW expenditure plan. Given receipt of the requested information from City Staff by February 1st, McGowan Consulting will prepare a draft FY2122 SCW expenditure plan for City staff by March 1st.

This and certain other subtasks in this scope of work have been segregated to facilitate inclusion in the seventy percent (70%) of eligible expenses related to new projects or programs implemented under the SCW Municipal Program. It is assumed that City staff will finalize the annual SCW expenditure plans for submittal to the LACFCD by the relevant deadlines. It is also assumed that City staff will be responsible for preparing informational material for public dissemination.

Subtask 2.2 Deliverables:

- Draft SCW expenditure plan describing SCW Municipal Program budget and planned expenditures for FY2021
- Draft SCW expenditure plan describing SCW Municipal Program budget and planned expenditures for FY2122

Subtask 2.3 Develop and Update Joint Outreach Content

The Peninsula WMG has committed to joint coordination and development of elements of the PIPP program in order to address certain MS4 Permit outreach requirements. This subtask provides for McGowan Consulting to develop joint public outreach materials utilizing contract services for graphic design and also includes management of website content and hosting through contracted services with the Environmental Services Center staff of the South Bay Cities Council of Governments. McGowan Consulting's effort under this subtask is shared between the Peninsula and Beach Cities WMGs and the attached budget table reflects the City's share of this effort. In FY2021, this work is anticipated to include: finalization of the South Bay Rainwater

Harvesting Guide, development of revised webpage content and layout for the existing Environmentally Friendly Landscaping, Gardening and Pest Control webpages, and development of new South Bay Rainwater Harvesting webpage content/layout. The website content prepared for the City will include a link to these webpages.

This subtask also includes an allocation of effort for McGowan Consulting to develop content for a webpage to be added to the City's website to address environmentally-friendly horse keeping best management practices. The draft narrative will include links to additional external content for more detailed information and recommendations. One revision to address comments from City staff is assumed. Allocation of time for preparing this website content has been reduced to account for shared effort with the City of Rolling Hills Estates. It is assumed that City staff will arrange for layout and posting of the new content to the City's website.

Subtask 2.3 Deliverables:

- Final South Bay Rainwater Harvesting Guide
- Draft and final narrative webpage content on environmentally friendly horse keeping

Task 3 Commercial Facilities Control Program

The permit requires the implementation of an Industrial/Commercial Facilities control Program to track, inspect and ensure compliance at facilities that are critical sources of pollutants in storm water. The sole industrial/commercial facility located within the City is the Palos Verdes Peninsula Unified School District's maintenance facility, which is subject to the Statewide General Industrial Activities Stormwater Permit. McGowan Consulting understands that the City has no jurisdiction over this state facility; accordingly, no time is allocated for this task. [This task has been left as a placeholder with no budget to simplify time charging by task number for multiple clients].

Task 4 Planning & Land Development and Development Construction Programs

The Planning and Land Development provisions of the LA MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The Development Construction provisions of the LA MS4 Permit require the City to ensure that development and redevelopment projects, including its own capital improvement projects, implement measures to reduce storm water pollutant loads from the development site during construction.

Subtask 4.1 Planning & Land Development and Construction Programs

This subtask allocates time for training of City Planning staff and contract Building & Safety staff on the Planning and Land Development requirements of the 5th Term MS4 Permit following its adoption. This training will also cover the updated hydromodification control requirements developed in Subtask 4.2. An allocation of effort is also included in this subtask for quarterly tracking of construction sites disturbing 1 acre or more via the State Board's online SMARTS

system to identify potential deficiencies and the need for closer follow up at large construction sites.

It is assumed that the City is utilizing Building and Safety inspectors trained in MS4 Permit inspection procedures to carry out inspections of construction sites at frequencies consistent with MS4 Permit requirements. The small site construction brochure previously developed jointly by the Peninsula and Beach Cities WMGs is targeted at small construction sites and can be used by contract Building & Safety staff and City Planning staff to educate and enforce these requirements. Additionally, for construction sites disturbing 1 acre or greater, it is assumed that the City is utilizing Building and Safety inspectors trained in the State Board's CGP Qualified SWPPP Practitioner Program for stormwater inspections and plan reviews. Construction inspectors and construction plan reviewers may attend training on the construction provisions of the MS4 Permit that is being coordinated jointly through the Peninsula WMG, thus it is assumed that no training for the construction program is necessary by McGowan Consulting in this scope of services.

Subtask 4.1 Deliverables:

- One training session for Planning, Building & Safety, and Engineering staff on the 5th Term MS4 Permit provisions

Subtask 4.2 Hydromodification Control Development & Code Revision

McGowan Consulting understands that the City intends to strengthen the hydromodification control provisions in RHMC Chapter 8.32 Stormwater Management and Pollution Control applicable to new and redevelopment projects in order to increase protections for downstream property owners and habitat in natural drainage courses. We previously prepared a memorandum outlining options for increasing the stringency of these provisions within the current regulatory framework of the MS4 Permit and the Los Angeles County code 12.84.445 Hydromodification.

This subtask allocates effort for McGowan Consulting to prepare a slide presentation, propose redline changes to RHMC 8.32.095.B.5(b) and prepare a draft staff report in order to support the consensus-building and decision-making process for modifying the City's hydromodification control provisions. It is assumed that the first deliverable will consist of a slide presentation with 10-15 slides to assist City staff in presenting and discussing the options and facilitating the formation of a consensus approach. Based on direction from City Staff, McGowan Consulting will translate the consensus approach into a draft set of redline changes to RHMC 8.32.095.B.5(b) for review and comment by City staff and the City Attorney. One round of revisions to incorporate combined City staff and City Attorney comments is assumed.

Revisions to other sections of RHMC Chapter 8.32 Stormwater Management and Pollution Control will be required following the issuance of the 5th term MS4 Permit to incorporate minor changes to LID requirements and other new permit requirements. If the City's adoption of updated hydromodification control provisions occurs after adoption of the 5th term Permit by the

Regional Board, the effort in this subtask may also be used to address these additional code changes in parallel with the hydromodification provisions.

It is assumed that City staff will conduct meetings and facilitate discussions with the City Council and Planning Commission and that no attendance by McGowan Consulting staff is needed at these meetings.

Subtask 4.2 Deliverables:

- Presentation with 10-15 slides covering options for hydromodification controls
- First draft redline changes to RHMC 8.32 for review and comment by City staff and City Attorney
- Final draft redline changes to RHMC 8.32
- Draft staff report to present final draft redline changes to RHMC 8.32

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on municipal facilities and activities, requiring implementation of Best Management Practices (BMPs) to minimize water quality impacts. Since the City does not own any part of the storm drain system, all streets within the City are private, and the City does not currently own or operate 1 or more miles of sewer lines, many of these requirements do not apply. The City has adopted the Los Angeles County Department of Public Health (LACDPH) Local Area Management Plan (LAMP) for managing onsite wastewater treatment systems on residential properties. While municipal solid waste and landscape maintenance contractors as well as Rolling Hills Community Association staff are responsible for the maintenance of City-owned facilities, the City is ultimately responsible for ensuring that these contracted service providers and municipal facilities implement appropriate BMPs in accordance with the MS4 Permit

This task allocates eight (8) hours of time to assist City staff as needed in addressing issues that may arise during the year related to contracted services that have the potential to impact stormwater quality.

McGowan Consulting previously assisted the City in preparing a required inventory of its municipal facilities and a self-inspection checklist for City staff to utilize to identify, implement and/or document that effective source control BMPs are implemented at municipal facilities and as part of routine maintenance activities. Based on review of the Working Proposal of the 5th term MS4 Permit, it is assumed that updates to the City's municipal facilities inventory will not be required until FY2122 and such updates are excluded from this task. The City must continue to annually train employees whose interactions, jobs, and activities affect stormwater quality. This required annual training of City staff and contract service providers is being coordinated jointly through the Peninsula WMG, and it is assumed that City staff will arrange for their attendance. As such, there is no scope included in this task for training under this program by McGowan Consulting.

Task 6 Illicit Discharge Elimination Program

The City's Illicit Discharge Elimination (IDE) program includes procedures for conducting investigations to identify the source of suspected illicit discharges and procedures for eliminating the discharge. The City's IDE procedures manual was updated in 2014 for consistency with the 4th Term MS4 Permit requirements. City and contracted field staff who may observe or receive reports of illicit discharges as part of their normal job responsibilities must be trained on the City's IDE procedures at least twice during the term of the MS4 Permit, and for new employees, within 180 days of being hired. Since IDE procedures training was held twice for City/contract staff during the 4th term MS4 Permit, this requirement has been completed under the current permit. Newly hired City staff can be trained on the IDE program as part of the annual training being held jointly for Peninsula WMG members mentioned in Task 5.

This task provides an allocation of eight (8) hours for as-needed support to City staff in implementing the IDE program and consulting with City staff in responding to and reporting on discovery and resolution of illicit discharges.

Task 7 Watershed Planning and TMDL Implementation

The Peninsula Coordinated Integrated Monitoring Program (CIMP) is being implemented cooperatively by the Peninsula WMG through an MOU and contract services administered by the City of Rancho Palos Verdes. The Peninsula WMG meets monthly to coordinate compliance monitoring, reporting and implementation activities for both the Peninsula CIMP and TMDLs. The City is also participating in the Harbor Regional Monitoring Coalition MOU to meet its monitoring obligations under the Greater Los Angeles and Long Beach Harbors Toxics TMDL. The Harbor Regional Monitoring Coalition (Harbor RMC) meets quarterly to coordinate TMDL compliance monitoring and reporting in the harbors.

The City has submitted a joint request for time schedule order (TSO) with the Peninsula WMG for both the Machado Lake Nutrient and the Pesticides and PCBs TMDLs to obtain additional time to investigate and implement projects needed to attain the TMDL targets. The Rolling Hills Country Club/Chandler Ranch Regional Project completed in 2018 through private redevelopment in Rolling Hills Estates addresses 140 acres of the City of Rolling Hills' tributary area to Machado Lake by capturing and infiltrating well in excess of the 85th percentile/24-hour stormwater runoff volume from the tributary area to the project. In addition, the City participated in funding the preliminary design of a regional project in the City of Torrance with the potential to address the remaining tributary area of the City to Machado Lake, either alone, or in combination with a third regional project at Harbor City Park in Los Angeles. The South Santa Monica Bay Watershed Area Steering Committee is currently considering programming SCW Regional Program funds to support the final design of the Torrance Airport Project as well as a feasibility study for the Harbor City Park project during FY2021.

Since the City is not currently participating in a Watershed Management Program, it must implement approved TMDL Implementation Plans to attain waste load allocations in stormwater discharges for pollutants of concern. The City is currently implementing the approved Machado Lake Nutrient Implementation Plan. Previously, McGowan Consulting prepared a combined

Implementation Plan for Machado Lake Pesticides & PCBs, Greater Los Angeles Harbor Waters Toxic Pollutants, and Santa Monica Bay DDT & PCBs Total Maximum Daily Loads (Toxics TMDL Implementation Plan) which the City submitted to Regional Board staff for review to satisfy the implementation planning requirements for these TMDLs. To date, the City has received neither approval nor comments from Regional Board staff on the combined Toxics TMDL Implementation Plan submitted in July 2017.

Task 7.1 Watershed Group Planning

This subtask allocates effort to represent the City's interests in ongoing Peninsula CIMP implementation activities and adaptive management decisionmaking based on review of ongoing monitoring results and participation in monthly Peninsula WMG meetings. This subtask also includes effort to review results of ongoing Harbor Toxics TMDL monitoring activities and to represent the City's interests at quarterly Harbor RMC coordination meetings. This subtask assumes McGowan Consulting's time for this ongoing review and representation is distributed among three municipal clients for the Peninsula WMG and two municipal clients for the Harbor RMC and as such allocates forty (40) hours of effort which is similar to that expended during FY1920.

Task 7.2 TMDL Support

During FY2021 the Peninsula WMG will be establishing a new MOU for implementing the Peninsula CIMP with a scope of work that will include updating the CIMP to conform to the requirements of the 5th Term MS4 Permit. This subtask allocates time for McGowan Consulting to review and comment on the new Peninsula CIMP MOU and technical scope of work for preparing the CIMP update, as well as to perform a comparative review of the technical and cost proposals received from potential CIMP Implementation contractors. The work to update the CIMP will not be completed until FY2122 and therefore review of that work product is excluded from the scope.

This subtask also provides time for McGowan Consulting to track and provide input on the City's behalf on the conceptual development and design of regional projects external to the City with potential capacity to capture either the TMDL-compliance volume or the 85th percentile/24-hour stormwater runoff volume from the Machado Lake watershed areas of the City.

The City's revised Trash Monitoring and Reporting Plan (TMRP) proposing to reduce the frequency of monitoring to once every five years has been unofficially approved by Regional Board staff via email; a formal letter approving the revised TMRP is anticipated to be forthcoming and as such, no further effort by McGowan Consulting in revising the TMRP is assumed. It is assumed that there will be no activity related to negotiation of Time Schedule Orders or reconsideration of TMDLs during FY2021 and that resolution of these issues will be addressed in the 5th Term MS4 Permit.

Task 7.3 Alternative Compliance Approach (optional)

Based on the City's recent interest in investigating an alternative compliance approach for Machado Lake and Greater Los Angeles Harbor TMDLs utilizing stormwater capture projects to

be sited within the City, this optional subtask is intended to assist City staff in defining and exploring such alternative compliance approaches. Effort in this subtask may include: assisting City staff in managing the collection and review of baseline flow and water quality monitoring data to support an alternative compliance approach, developing a concept for and engaging in discussions with Regional Board staff in establishing an alternative regulatory compliance approach, and other as-needed activities to support the City Council's objectives related to an alternative TMDL compliance approach. Since this will be an evolving process and specific scope is uncertain, an allocation of forty (40) hours of effort is included in this subtask.

This allocation is not sufficient for development of an individual Watershed Management Plan for the City which could be a condition of Regional Board staff's acceptance of this approach. It is also assumed that the City will contract separately for feasibility study and/or design of any proposed stormwater capture projects.

Cost Proposal

McGowan Consulting will conduct the work effort described in the above Scope of Services for an amount not to exceed **$64,405 for all tasks exclusive of Subtask 7.3,** and, if approved, an additional cost not to exceed **$6,200 for optional Subtask 7.3** as detailed in the attached Budget Table and Rate Schedule. In order to provide a measure of flexibility to best meet the needs of the City, it is understood that reallocation of labor hours and budget between tasks and subtasks may occur as long as the total contract amount is not exceeded. When possible, consulting time for performing work in common for clients will be distributed between two or more clients, thereby reducing individual costs to each client; tasks and subtasks where labor effort has been reduced due to an assumption of work performed in common for more than one client are identified with an asterisk (*) in the budget table. Subtasks which may be identified as an eligible expnense under the seventy 70% of SCW Municipal Program funds related to new projects or programs implemented on or after November 6, 2018 are identified with a "+" in the budget table. Invoices will be submitted based on actual effort expended in accordance with the attached rate schedule for FY2021.

McGowan Consulting will inform City staff of changing requirements and emerging issues as part of regular communication. It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements with the issuance of the 5th term MS4 Permit, enforcement action, or significant additional support required by City staff that was unanticipated. If such unpredictable event(s) or need for additional support arise, we are prepared to assist the City and, if necessary and at City staff's direction, we will submit a request for an authorization for scope change to provide the City with additional consulting services to respond to the need.

Please do not hesitate to contact me if you have any questions or require additional information or scope clarification. Thank you for the opportunity to continue to work with you and your colleagues and to serve the City of Rolling Hills.

Sincerely,

Kathleen McGowan, P.E., ENV SP
Principal

Attachments:

Budget Table
Rate Schedule - FY2021

Budget Table MS4 Permit Consulting Services FY2021			
Task	**Description**	**Labor Hours**	**Estimated Cost**
1.1	Project Management, Coordination and Communication	60	$ 9,300
1.2	Annual Reporting	50	$ 7,750
1.3	Permit-wide Planning and Coordination *	36	$ 5,580
2.1	Public Information & Participation Program Implementation	18	$ 2,790
2.2	Safe Clean Water Municipal Program * +	20	$ 3,100
2.3	Develop and Update Joint Outreach Content * +	35	$ 5,425
4.1	Planning & Land Development and Construction Program	30	$ 4,650
4.2	Hydromodification Control Development & Code Revision +	56	$ 8,680
5	Public Agency Activities Program	8	$ 1,240
6	Illicit Discharge Elimination Program	8	$ 1,240
7.1	Watershed Group Planning	40	$ 6,200
7.2	TMDL Support +	40	$ 6,200
7.3	*Alternative Compliance Approach (optional) +*	*40*	*$ 6,200*
Other Direct Costs - Includes subcontracted website hosting by SBCCOG and graphic design and layout for outreach materials* +			$2,250
	Total Cost excluding Subtask 7.3		$ 64,405
	Total Cost including Optional Subtask 7.3		$ 70,605
** estimate assumes cost savings due to work performed in common for more than one client* *+ related to new projects or programs implemented on or after November 6, 2018 per SCW Program*			

McGowan Consulting, LLC

Labor Rates

Contract Year 2020-21[1]

Professional/Staff Rates

Principal	**$162 per hour**
Sr. Scientist	**$134 per hour**
Staff Scientist	**$58 per hour**

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates.

[1] Due to Covid-19 emergency and pending financial impacts, labor rates have been held flat and have not been increased from 2019-20 rates as they would normally be to reflect increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and McGowan Consulting LLC ("Consultant") upon full, written execution by both parties.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated July 15, 2015 (the "Agreement") by which City engaged Consultant for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. The Agreement has been amended by a First Amendment to the Agreement dated July 26, 2018 (the "First Amendment"), a Second Amendment to the Agreement dated April 17, 2019 (the "Second Amendment") and a Third Amendment to Agreement dated July 29, 2020 (the "Third Amendment") by which City extended Consultant's engagement to perform MS4 permit consulting services.

C. City and Consultant now desire to further amend the Agreement for a fourth time in order to engage Consultant to perform MS4 permit consulting services for the 2021-2022 fiscal year and to establish compensation for such services.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

A. Section 1 "SCOPE OF WORK" of the Agreement is amended to read as follows:

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A, and incorporated herein by this reference, including Optional Task 7.3 in Part 1 of the scope of work.

B. Section 3 "COST" of the Agreement is amended to read as follows:

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the Budget Table in the attached Exhibit A. Total expenditures under this Fourth Amendment shall not exceed the sum of $99,095.00 (inclusive of Subtask 7.3) for FY 2021-22. This fee includes automobile mileage, parking fees, routine printing and copying, photography, travel, attendance at meetings and routine miscellaneous costs incurred during the term. No increase in fees will be allowed during the life of this Fourth Amendment.

Any increase in contract amount or scope shall be by express written amendment approved by the City Manager and CONSULTANT.

Except as above modified, in all other respects the Agreement as previously amended is hereby affirmed and in full force and effect.

ATTEST

Janely Sandoval 06/29/2021

Janely Sandoval, City Clerk Date

CITY OF ROLLING HILLS

ELAINE JENG Date

MCGOWAN CONSULTING, LLC

June 29, 2021

KATHLEEN MCGOWAN Date

EXHIBIT A

Scope of Services – MS4 Permit Consulting FY2021-22

As authorized by the Federal Clean Water Act and the California Porter-Cologne Act, the Municipal Separate Storm Sewer System Permit (MS4 Permit) identifies conditions, requirements and programs that municipalities must implement to protect regional water resources from adverse impacts associated with pollutants carried in stormwater runoff via the MS4. Although the 4th Term MS4 Permit[1] has expired, the City is obligated to continue to comply with the requirements of that permit, including commitments made in the Palos Verdes Peninsula Coordinated Integrated Monitoring Program (CIMP), until the new Regional MS4 Permit becomes effective (estimated to be in September 2021). Permittees must implement the requirements of the Regional MS4 Permit as of the effective date which is typically 45 days following adoption. Therefore this scope of services assumes that the City will begin implementing the Regional MS4 Permit in fiscal year year 2021-2022 (FY2021-22). The assumed effort to assist the City in preparing for and initiating implementation of the Regional MS4 Permit has been based on the requirements described in the Tentative Regional MS4 Permit issued by Regional Board staff in August 2020 and does not reflect any major differences that may arise between the Tentative Regional MS4 Permit and the final adopted Regional MS4 Permit. While the City may submit a notice of intent (NOI) to join the Palos Verdes Peninsula Enhanced Watershed Management Program (Peninsula EWMP) during FY2021-22, the City would not be required to implement the provisions of the Peninsula EWMP until the updated EWMP is approved by the Los Angeles Regional Water Quality Control Board (Regional Board), which would likely be during FY2022-23.

This scope of services is organized into tasks based on the MS4 Permit program areas.

Task 1 - Program Management, Coordination and Individual Reporting
Task 2 - Public Information and Participation Program
Task 3 - Commercial Facilities Control Program [*not applicable to the City*]
Task 4 - Planning & Land Development and Construction Programs
Task 5 - Public Agency Activities Program
Task 6 - Illicit Discharge Detection and Elimination Program
Task 7 - Watershed Planning and CIMP and TMDL Implementation

Task 1 Program Management, Coordination and Individual Reporting

The MS4 Permit affects a wide range of municipal activities and requires management and coordination of pollution prevention and implementation activities across municipal functions and among co-permittees. Task 1 is focused on stormwater program management and coordination and annual reporting.

Subtask 1.1 Coordination, Communication and Program Management

This subtask provides for time to support City staff in managing and coordinating stormwater program planning and implementation throughout the year. This effort includes regular communication via email

[1] Order No. R4-2012-0175 as amended by Order WQ 2015-0075, NPDES Permit No. CAS004001 Waste Discharge Requirements for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles County, except those Discharges Originating from the City of Long Beach.

and telephone with City staff, periodic meetings with City staff on the status of work progress and to obtain direction from City staff as needed, and internal project management.

Subtask 1.2 MS4 Permit Individual Annual Report

The MS4 Permit requires the City to submit an Individual Annual Report to the Regional Board by December 15th for the preceding reporting period (July 1st-June 30th). This subtask covers McGowan Consulting's preparation of the City's Individual Annual Report based on information in-hand and information to be provided by City staff covering activities implemented during the reporting year. The Tentative Regional Permit specifies that Permittees shall continue annual reporting with format and content similar to the previous permit, therefore a level of effort for this subtask similar to that expended in FY2020-21 is assumed. Within six (6) weeks following the close of the FY2020-21 reporting year, McGowan Consulting will provide City staff a list of information needed to complete the annual report. Information requested may include but is not limited to:

- Budgetary information on stormwater expenditures in each required category for FY2020-21 and projected budget for FY2021-22;
- Low impact development (LID) project information for private and public development and redevelopment projects planned or completed within the reporting year provided in the County of Los Angeles Watershed Reporting Adaptive Management and Planning System (WRAMPS) spreadsheet format or LID project information form;
- Records from contract Building & Safety storm-water related construction inspection and plan check review (including SWPPP/ESCP review and approval);
- Public works capital improvement projects related to stormwater; and
- Illicit connection and discharge incident results and records, including enforcement actions taken.

Given receipt of the requested Individual Annual Report information from City staff as well as monitoring results from the CIMP and Harbor Toxics TMDL in the necessary electronic formats by October 1st, McGowan Consulting will prepare a draft Individual Annual Report for City staff review by November 1st. Following receipt of comments from City staff on the draft report, we will revise and finalize the Individual Annual Report in the form of electronic PDF files for inclusion and submittal to the Regional Board with the Watershed Annual Report. A two-week turnaround for City staff review with a consolidated set of comments, and a single revision of the annual report are assumed. The Individual Annual Report and its supporting files will be provided in electronic format for the City's records.

Subtask 1.2 Deliverables:

- Information request for Individual Annual Report
- Draft and final Individual Annual Report and supporting files

Subtask 1.3 Permit-wide Planning and Coordination

This subtask includes time to participate in MS4 Permit Co-Permittee meetings to share information and address Co-Permittee and Watershed Group challenges cooperatively. An allocation of time is provided for attendance at six (6) bi-monthly LA Permit Group Meetings. Time is also allocated to participate in Regional Board meetings and workshops—Regional Board staff anticipates a multi-day permit adoption hearing throughout July 2021 for the new Regional Permit. This subtask also allocates time to track and

respond to regulatory actions by the Regional Board and State Water Resources Control Board (State Board). The work in this subtask such as reviewing and analyzing the final draft Regional MS4 permit, attending hearings and meetings, and tracking other regulatory actions will be performed in common for McGowan Consulting clients with similar interests and characteristics, and as such the effort assumed in this subtask is reduced based on cost-sharing among multiple municipal clients.

Task 2 Public Information and Participation Program

Each Co-Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific MS4 Permit requirements. Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, or individual program approach.

Subtask 2.1 PIPP Implementation

The City is individually responsible for certain elements of the PIPP that are not appropriate for joint implementation, such as providing information links on its website to stormwater websites that include educational materials and opportunities for the public to participate in stormwater pollution prevention and clean-up activities.

This subtask provides an allocation of effort for McGowan Consulting to work with City staff in updating the City's website content and developing metrics for measuring effectiveness of the PIPP objectives under the Regional MS4 Permit. This subtask also includes an allocation of time to assist City staff in disseminating information to residents through its website and Blue Newsletter to educate and involve them in storm water and non-storm water pollution prevention, outdoor water conservation and sustainable gardening.

It is assumed that the Los Angeles County Department of Public Works will continue to implement the following efforts on behalf of the Permittees: maintaining the countywide hotline (888-Clean-LA) and website (888cleanLA.com) for public reporting, broadcasting public service announcements and conducting regional advertising campaigns, maintaining the waterforla.com and safecleanwaterla.org websites with regional water resouces information and opportunities for the public to engage in water resources planning, and implementing a County-wide K-12 outreach program. The Peninsula Watershed Management Group (Peninsula WMG) has committed to joint development of certain other elements of the PIPP which are addressed in Subtask 2.3. It is assumed that the City's solid waste franchisee will continue to disseminate information to residents on proper handling of wastes such as: vehicle waste fluids, household waste materials, construction waste materials, green waste and animal waste.

Subtask 2.1 Deliverable:

- Memo with recommendations for updating the City's website content and proposing metrics for tracking effectiveness of the City's individual PIPP

Subtask 2.2 Safe Clean Water Municipal Program

The Safe Clean Water (SCW) Program provides dedicated funding to increase local water supply, improve water quality and protect public health with a key goal of supporting municipalities in meeting MS4 Permit water quality objectives. Note that the cost for several tasks (including the optional task) in this

scope of services are planned to be covered by these funds as denoted by a "+" in the Budget Table and as provided in the City's SCW Annual Plan for FY2021-22. Transparency and public accountability are integral to the SCW Program.

The City receives its 40% municipal return of the revenues generated by the SCW parcel tax in August each year and by the preceding April 1 must prepare and submit an annual plan forecasting how the Municipal Program Funds will be spent on eligible expenditures in the upcoming fiscal year. The City has a five-year window to expend each traunch of funds it receives and must also submit an annual Progress/Expenditure Report to the LA County Flood Control District (LACFCD) within six months of the close of the each fiscal year. The first Progress/Expenditure Report covering the City's SCW expenditures through June 2021 will be due in December 2021 and is expected to include the following information:

- A summary of the expenditures and Water Quality, Water Supply, and Community Investment Benefits realized through the City's use of SCW Municipal Program Funds;
- The amount of SCW Municipal Program funds expended;
- A description of work accomplished during the reporting period;
- The milestones achieved or deliverables completed during the reporting period;
- The work anticipated to be accomplished during the next reporting period;
- Photo documentation as appropriate;
- A description of the City's stakeholder-engagement activities during the reporting period, including documentation as appropriate

The LACFCD will review the City's Progress/Expenditure Report to make a preliminary determination of whether and to what extent the City's expenditures achieved SCW Program Goals, and will then forward its preliminary determination to the Regional Oversight Committee who will also review the City's Annual Program/Expenditure Report and develop recommendations as appropriate for the LA County Board of Supervisors and the City.

This subtask provides an allocation of effort for McGowan Consulting to prepare the first Progress/Expenditure Report for the City due in December 2021 covering SCW Municipal expenditures through June 2021 and to prepare the City's Annual Plan for FY2022-23 due by April 1, 2022 with direction, information and review by City staff. The LACFCD staff intend to provide municipalities guidance in preparing the SCW Progress/Expenditure Report and use of the online reporting tool, however this guidance and reporting tool access has not yet been provided thus the level of effort for this subtask is uncertain.

It is assumed that City staff will be responsible for adherence to the SCW Program financial documentation and audit requirements, compliance with revenue transfer agreement requirements, operation in accordance with best practices and strict accountability for funds, receipts and disbursements as delineated in the SCW Municipal Program Transfer Agreement.

Subtask 2.2 Deliverables:

- Draft and final Progress/Expenditure Report documenting actual expenditures of the City's SCW Municipal funds through June 2021.
- Draft and final Annual Plan describing SCW Municipal Program budget and planned expenditures for FY2022-23 fiscal year

Task 2.3 Develop and Update Joint Outreach Content

The Peninsula WMG, jointly with the Beach Cities WMG, has been developing and posting stormwater outreach website content via the South Bay Cities Council of Governments (SBCCOG) Environmental Services Center program pages to meet MS4 Permit requirements. This outreach program has been managed and facilitated by McGowan Consulting through contracted services with the Environmental Services Center staff of the South Bay Cities Council of Governments and through contracted services for graphic design to create content and enhance the messaging and reach of the website content.

During FY2021-22 McGowan Consulting will begin working with the WMGs and SBCCOG to develop metrics for measuring effectiveness of the the joint outreach program to meet the new objectives required by the Regional MS4 Permit. Additionally, in FY2021-22 the scope of this subtask is anticipated to include development of revised webpage content and layout for the existing Environmentally Friendly Landscaping, Gardening and Pest Control webpages as a result of SBCCOG's planned change to a new website platform and layout. We also anticipate the development of new South Bay Rainwater Harvesting webpage content to accompany the South Bay Homeowner's Guide to Rainwater Harvesting which was completed in FY2020-21.

It is assumed that McGowan Consulting's level of effort and supporting contract services for this subtask will be similar to that in FY2020-21 and will be offset through combined work for the Beach Cities WMG including shared contracting costs for graphic design and website hosting. An allocation is included in the cost estimate for the City's share of contracted costs for website hosting and graphic design to support this outreach.

Task 4 Planning & Land Development and Development Construction Programs

The Planning and Land Development provisions of the MS4 Permit require the City to ensure that private development and redevelopment projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with low impact development (LID) requirements. The City is also responsible for requiring that its qualifying capital improvement projects incorporate LID requirements and/or the City's Green Street Policy as applicable. Furthermore, the Development Construction provisions of the MS4 Permit require the City to ensure that development and redevelopment projects including its own capital improvement projects implement measures to reduce storm water pollutant loads from the development site during construction.

Subtask 4.1 Planning & Land Development and Construction Programs Support

Minor revisions to the Rolling Hills Muncipal Code (RHMC) Chapter 8.32, Stormwater Management and Pollution Control, are anticipated following the issuance of the Regional MS4 Permit to align RHMC with

changes to MS4 Permit requirements. Additionally, as discussed in Subtask 4.2, the City is contemplating strengthening the hydromodifications control provisions in RHMC 8.32.095.B.5(b). This subtask includes time for McGowan Consulting to prepare a draft set of changes to RHMC 8.32 to incorporate proposed changes to the hydromodification provisions as well as the minor changes to align with the adopted Regional MS4 Permit. One revision based on consolidated comments received from the Director of Community Development and City Attorney is assumed.

This subtask also allocates time for conducting a training session for City staff on the Planning & Land Development and Construction Program requirements following adoption of the Regional MS4 Permit. For the Development Construction Program, this subtask includes time for McGowan Consulting to track and review reporting via the State Board's online SMARTS system by construction sites disturbing 1 acre or more within the City.

It is assumed that the City is utilizing contract Building and Safety inspectors trained in MS4 Permit inspection procedures to carry out inspections of construction sites at frequencies consistent with MS4 Permit requirements. The small site construction brochure previously developed jointly by the Peninsula and Beach Cities WMGs is targeted at small construction sites and can be used by contract Building & Safety staff and City staff to educate and enforce these requirements. Additionally, for construction sites disturbing 1 acre or greater, it is assumed that the City is utilizing Building and Safety inspectors trained in the State Board's Construction General Permit Qualified SWPPP Practitioner Program for stormwater inspections and plan reviews.

Subtask 4.1 Deliverables:

- Draft and final changes to the City's stormwater chapter of the municipal code
- Training for City Planning and Management staff on the Regional MS4 Permit Planning and Land Development provisions

Subtask 4.2 Hydromodification Control Provisions

McGowan Consulting understands that the City intends to strengthen the hydromodification control provisions in RHMC 8.32.095.B.5(b) applicable to new and redevelopment projects in order to increase protections for downstream property owners and habitat in natural drainage courses. We previously prepared a memorandum outlining options for increasing the stringency of these provisions within the current regulatory framework of the MS4 Permit and the Los Angeles County code 12.84.445 Hydromodification.

This subtask allocates effort for McGowan Consulting to support the City's consensus-building and decision-making process for modifying the hydromodification control provisions. Under this subtask, McGowan Consulting will prepare a slide presentation to assist City staff in presenting and discussing the options with the City Council and facilitating the formation of a consensus approach.

It is assumed that City staff will conduct follow up meetings and facilitate discussions with the City Council and Planning Commission as needed to arrive at a final consensus approach to be translated as appropriate into RHMC 8.32.095.B.5(b) as discussed in Subtask 4.1.

Subtask 4.2 Deliverable:

- Presentation on hydromodification controls

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on municipal facilities and activities, requiring implementation of Best Management Practices (BMPs) to minimize water quality impacts. The City is responsible for ensuring that municipal facilities and municipal contract service providers incorporate and implement appropriate BMPs in accordance with the MS4 Permit. This includes municipal solid waste and landscape maintenance contractors as well as Rolling Hills Community Association staff with responsibility for the maintenance of City-owned and/or operated facilities.

An interactive training for management staff will be developed and delivered to familiarize staff with the modified requirements of the Regional MS4 Permit and to plan for implementation of these provisions. An allocation of time is also included for assisting management staff in implementing the new provisions.

It is assumed that municipal contract service providers whose interactions, jobs, and activities affect stormwater quality will self-certify that their staff have been provided annual MS4 Permit training, or participate in the training provided for management staff.

Task 5 Deliverable:

- Interactive training presentation for senior management staff

Task 6 Support for Illicit Discharge Elimination

During FY2021-22 this task provides an allocation of time as needed to support City staff in implementing the Illicit Discharge Detection and Elimination (IDDE) program to identify the source of reported or suspected illicit discharges as they may arise, and in taking measures to eliminate confirmed illicit discharges as needed.

Although the City's IDDE procedures manual must be updated once per permit term, it is assumed that such an update will be made during FY2022-23 in the year following adoption of the Regional MS4 Permit and is excluded from this scope of services. It is assumed that training on the requirements of the IDDE program will be included in the trainings discussed in Task 5.

Task 7 Watershed Group Planning and CIMP and TMDL Implementation

The Peninsula Coordinated Integrated Monitoring Program (CIMP) is being implemented cooperatively by the Peninsula WMG through an MOU and contract services administered by the City of Rancho Palos Verdes. The Peninsula WMG meets monthly to coordinate compliance monitoring, reporting, and implementation activities for both the Peninsula CIMP and TMDLs. A new CIMP contractor will be assuming responsibility for monitoring during reporting year 2021-22 while the outgoing CIMP contractor will retain responsibility for completing the Integrated Monitoring Compliance Report covering reporting year 2020-21. Additionally, work may begin on updating and adaptively modifying the CIMP plan.

The City is also participating in the Harbor Regional Monitoring Coalition MOU to meet its monitoring obligations under the Greater Los Angeles and Long Beach Harbors Toxics TMDL. The Harbor Regional Monitoring Coalition (Harbor RMC) meets quarterly to coordinate TMDL compliance monitoring and reporting in the harbors.

Task 7.1 Watershed Group Planning

This subtask includes representation of the City at twelve (12) Peninsula WMG meetings, including effort for preparation and meeting attendance with McGowan Consulting time assumed to be distributed between three (3) Peninusula municipal clients. This subtask also includes effort to review results of ongoing Harbor Toxics TMDL monitoring activities and to represent the City's interests at quarterly monitoring coordination meetings with McGowan Consulting's time assumed to be distributed between two (2) municipal clients.

A level of effort similar to that expended during previous fiscal years is assumed for this subtask.

Task 7.2 Alternative Compliance Approach for TMDLs

Given the historical low impact character of development standards in the City and the new Sepulveda Canyon monitoring data documenting the retentive capacity of the natural canyons that serve to convey stormwater, McGowan Consulting understands that the City intends to demonstrate compliance with TMDLs by documenting through City-specific stormwater flow and water quality monitoring that water quality targets established in applicable TMDLs are being met by the City. This subtask allocates time for McGowan Consulting to assist the City in assessing monitoring data, coordinating with Regional Board staff, and building the case to demonstrate compliance with TMDLs.

First, McGowan Consulting will draft a letter to Regional Board staff stating the City's intent to withdraw from the previously submitted joint requests for time schedule orders for the Machado Lake Nutrients and Pesticides & PCBs TMDLs submitted by the Peninsula WMG. Second, upon adoption of the Regional MS4 Permit, we will draft a letter to Regional Board staff requesting that the City receive an extension of time to submit a notice of intent to join the Peninsula Enhanced Watershed Management Program (EWMP). This request will be based on the justification that an additional year of City-specific water quality and flow monitoring is necessary to determine whether compliance can be demonstrated by meeting numeric water quality limitations in the City's runoff or whether joining the Peninsula EWMP in order to avail itself of deemed compliance with TMDLs based on retention of runoff from the 85th % 24-hr rainfall event is the appropriate action for the City. This subtask also provides an allocation of time to coordinate with the City's monitoring contractor during the second year of Sepulveda Canyon monitoring and to review and comment on a technical memorandum to be prepared by the City's monitoring contractor evaluating the hydrologic retention capacity of City's natural canyon system.

This subtask also provides an allocation of time for communication with Regional Board staff on the timing of submittal of the notice of intent and possible revision of the Peninsula EWMP to incorporate the City. Based on Regional Board staff's response and/or the results of the second year of monitoring data, and if directed by City staff, McGowan Consulting will prepare a letter notifying the Regional Board of the City's intent to join the Peninsula EWMP (Notice of Intent). This subtask also provides an allocation

of time for McGowan Consulting to prepare updates for City Council as directed by City staff on these matters.

Subask 7.2 Deliverables:

- Draft letter to Regional Board withdrawing City's prior requests for time schedule orders for Machado Lake Nutrient TMDL and Machado Lake Pesticides & PCBs TMDL
- Draft letter to Regional Board requesting an extension of time to submit a notice of intent to join the Peninsula EWMP
- Draft letter notifying Regional Board of City's intent to join the Peninsula EWMP (Notice of Intent)

Optional Subtask 7.3 Revision of Peninsula EWMP to Include City

Preliminary results from the City's Sepulveda Canyon monitoring study initiated during FY 2020-21 indicates that this natural canyon drainage system effectively retains at least the 85th %, 24-hour storm runoff volume, and, based on the results of the second year of monitoring and the technical memorandum to be prepared by the City's monitoring contractor, this retention performance may be extrapolated to the City as a whole. The MS4 Permit provides deemed compliance with TMDLs if a Permittee retains all non-stormwater and all stormwater up to and including the volume equivalent to the 85th percentile, 24-hour event for the drainage area tributary to the applicable receiving water provided a Permittee is implementing all actions and schedules in an approved EWMP. In order to avail itself of this deemed compliance approach the City would need to join the Peninsula EWMP, and to do so the Peninsula EWMP would need to be revised to include the City. This revision would not require an update to the Reasonable Assurance Analysis (RAA) since 85th %, 24-hr storm runoff volume capture areas are excluded from the RAA modeling requirement.

If directed by City staff, i.e., at the City's option, this subtask allocates effort for McGowan Consulting to revise relevant sections of the Peninsula EWMP document to include the City as an 85th %, 24-hour stormwater capture area within the Peninsula EWMP area. This will require revision of multiple sections, tables and figures throughout this lengthy document. The techncila memorandum prepared by the City's Sepulveda Canyon monitoring contractor will be added as an appendix to the Peninsula EWMP for documentation of the City's 85%, 24-hr runoff retention. It is assumed that the Peninsula WMG will provide McGowan Consulting the Microsoft Word® version of the Peninsula EWMP for our use in peforming this subtask. A draft version of the Peninsula EWMP revised to incorporate the City will be provided in Microsoft Word® with changes tracked for City staff and Peninsula WMG members' review. One round of revisions to incorporate combined comments from City staff and Peninsula WMG members is assumed.

Subtask 7.3 Deliverables:

- Draft revision of Peninsula EWMP with changes tracked
- Final revision of Peninsula EWMP and with changes tracked

Cost Estimate

McGowan Consulting will conduct the work effort described in the foregoing Scope of Services for an amount not to exceed **$75,545 for all tasks exclusive of Subtask 7.3,** and for an additional cost not to exceed **$23,550 for optional Subtask 7.3** as detailed in the attached Budget Table and Rate Schedule. In order to provide a measure of flexibility to best meet the needs of the City and given the nature of regulatory uncertainty at this time, it is understood that reallocation of level of effort between tasks and subtasks may occur so long as the total contract amount is not exceeded. When possible, consulting time for attending meetings and performing tasks in common for clients will be distributed between two or more clients, thereby reducing individual costs to each client. Tasks and subtasks where labor effort has been reduced due to an assumption of work performed in common for more than one client are identified with an asterisk (*) in the budget table. Invoices will be submitted based on actual effort expended in accordance with the Rate Schedule for FY2021-22. Labor rates shown in the Rate Schedule include automobile mileage, parking fees, and routine printing and copying. Other direct costs chargeable to the project may include: subcontracted webpage hosting, graphic design, illustration and translation services; report reproduction and binding; courier services; and other direct project costs not specifically included in labor rates.

McGowan Consulting will inform City staff of changing requirements and emerging issues as part of regular communication. It is the nature of regulatory-driven programs to be subject to uncertainty and unpredictable events such as changes in regulatory requirements with the issuance of the Regional MS4 Permit, new/emerging regulatory issues, enforcement action, or significant additional support needed by City staff that was unanticipated. If such unpredictable event(s) or needs arise, we are prepared to assist the City and, if necessary and at City staff's direction, we will submit a request for an authorization for scope change to provide the City with additional consulting services to meet the need.

Budget Table MS4 Permit Consulting Services FY2021-22			
Task	**Description**	**Labor Hours**	**Estimated Cost**
1.1	Coordination, Communication and Project Management	52	$ 8,320
1.2	MS4 Permit Individual Annual Report	50	$ 8,000
1.3	Permit-wide Planning and Coordination *	35	$ 5,495
2.1	Public Information & Participation Program Implementation	30	$ 4,530
2.2	Safe Clean Water Municipal Program * +	50	$ 7,950
2.3	Develop and Update Joint Outreach Content *	20	$ 3,020
4.1	Planning & Land Development and Construction Support	54	$ 8,640
4.2	Hydromodification Control Provisions +	30	$ 4,800
5	Public Agency Activities Program	36	$ 5,544
6	Support for Illicit Discharge Elimination	8	$ 1,232
7.1	Watershed Group Planning *	45	$ 7,065
7.2	Alternative Compliance Approach for TMDLs	57	$ 8,949
Other Direct Costs - Includes subcontracted website hosting by SBCCOG and graphic design and layout for outreach materials *			$ 2,000
Total Estimated Costs *(excluding optional subtask 7.3)*			**$ 75,545**
7.3	*(Optional) Revise Peninsula EWMP to Include City +*	*150*	*$ 23,550*

* *estimate assumes cost savings due to work performed in common for more than one client*
\+ *indicates costs to be covered by the SCW Municipal Program Funds*

McGowan Consulting, LLC

Labor Rates

Contract Year 2021-22[2]

Professional/Staff Rates

Principal	**$168 per hour**
Sr. Scientist	**$139 per hour**
Staff Scientist	**$60 per hour**

Expenses

Labor rates include: automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates.

[2] Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This Fifth Amendment to Professional Services Agreement is entered into by and between the City of Rolling Hills, a municipal corporation ("City") and McGowan Consulting LLC ("Consultant") upon full, written execution by both parties.

RECITALS

A. City and Consultant are parties to that Professional Services Agreement dated July 15, 2015 (the "Agreement") by which City engaged Consultant for environmental consulting services pertaining to the implementation of the Municipal Separate Storm Sewer System Permit (MS4) and Total Maximum Daily Load (TMDL) implementation under the requirements of the Federal Clean Water Act.

B. The Agreement has been amended by a First Amendment to the Agreement dated July 26, 2018 (the "First Amendment"), a Second Amendment to the Agreement dated April 17, 2019 (the "Second Amendment"), a Third Amendment to the Agreement dated July 29, 2020 (the "Third Amendment"), and a Fourth Amendment to the Agreement dated June 29, 2021 (the "Fourth Amendment") by which City continued Consultant's engagement to perform MS4 permit consulting services.

C. City and Consultant now desire to further amend the Agreement for a fifth time in order to engage Consultant to perform MS4 permit consulting services for the 2022-2023 fiscal year and to establish compensation for such services (the "Fifth Amendment").

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

A. Section 2 "SCOPE OF WORK" of the Agreement is amended to read as follows:

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached as Exhibit A, and incorporated herein by this reference.

B. Section 3 "COST" of the Agreement is amended to read as follows:

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this Agreement at the rates and in the manner established in the attached Exhibit A.

Total expenditures made under this Agreement shall not exceed the sum of $35,850 for FY 2015-16; $39,976 for FY 2016-17; $39,468 for FY 2017-18; $46,996 for FY 2018-19; $46,992 for FY 2019-20; $70,605 for FY 2020-21; $99,095 for FY 2021-22; and $71,500 (inclusive of 10% contingency fee) for FY 2022-23 services in the attached Exhibit A. All such fees include automobile mileage, parking fees, routine printing and copying, photography, travel, attendance at meetings and routine miscellaneous costs incurred during the term. No increase in fees will be allowed during the life of this Fifth Amendment.

Any increase in contract amount or scope shall be by express written amendment approved by the City and CONSULTANT.

C. Section 9 "TERM" of the Agreement is amended to read as follows:

The term of the Agreement is extended until June 30, 2023.

D. Except as above modified, in all other respects the Agreement as previously amended is hereby affirmed and in full force and effect.

ATTEST

Christian Horvath, City Clerk Date

CITY OF ROLLING HILLS

ELAINE JENG Date

MCGOWAN CONSULTING, LLC

KATHLEEN MCGOWAN 6/28/22 Date

EXHIBIT A

(See following page)

EXHIBIT A

Scope of Services – Stormwater Permit Consulting
City of Rolling Hills FY2022-23

This scope of services is designed to assist the City of Rolling Hills with implementation of required programs in the Regional Phase I MS4 NPDES Permit – Order No. R4-2021-0105 – NPDES Permit No. CAS004004 Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges within the Coastal Watersheds of Los Angeles and Ventura Counties (Regional Permit). The City has notified the Los Angeles Regional Water Quality Control Board (LA Water Board) of its intent to to participate in the Palos Verdes Peninsula Watershed Management Program and has submitted a required addendum to the Watershed Management Program and responded to LA Water Board comments. This proposal has been prepared with the assumption that the City's participation as an 85th%, 24-hour stormwater runoff retention area will be approved and become effective for reporting year 2022-2023 (FY2022-23).

This scope of services is organized into tasks based on the Regional Permit program areas.

Task 1 - Program Management, Individual Reporting and Regulatory Support
Task 2 - Public Information and Participation Program
Task 3 - Commercial Facilities Control Program [*not applicable to the City*]
Task 4 - Planning & Land Development and Construction Programs
Task 5 - Public Agency Activities Program
Task 6 - Illicit Discharge Detection and Elimination Program
Task 7 - Watershed Planning and CIMP and TMDL Implementation

Task 1 Program Management, Individual Reporting and Regulatory Support

The Regional Permit affects a wide range of municipal activities and requires management and coordination of pollution prevention and implementation activities across municipal functions and among co-permittees. Task 1 is focused on stormwater program planning, coordination and reporting.

Subtask 1.1 Coordination, Communication and Project Management

This subtask provides an allocation of time for McGowan Consulting to conduct stormwater program planning, coordination, and regular communication with City staff on action items and pending decisions needed, regulatory and watershed developments, and for internal coordination and project management. Time is also included in this subtask for periodic meetings or calls with City staff on the status of work progress. This effort will include working with City staff to create and maintain a required list of applicable staff positions and contractors who should receive stormwater annual training specific to their responsibilities and in tracking that new staff in these targeted positions are trained within 180 days of starting employment. This task also allocates time for assisting City staff in preparing staff reports to City Council to update them on progress of key stormwater program implementation topics, and attending City Council meetings when needed.

Subtask 1.2 Regional Permit Individual Annual Report

The Regional Permit requires the City to submit an Individual Annual Report to the Los Angeles Regional Water Quality Control Board (LA Water Board) by December 15th summarizing its stormwater management program activities during the preceding fiscal year (July 1st-June 30th). The Regional Permit

introduced a new reporting format with more detailed categorization and reporting of costs and tracking of measurable achievements; FY2022-23 will be the first time using the new format which is being deployed via the Los Angeles County-wide Watershed Reporting Adaptive Management & Planning System (WRAMPS) online reporting tool (https://wramps2.org/app/). Additionally, as part of the City's contribution to the new Palos Verdes Peninsula Watershed Management Group (Peninsula WMG) progress reporting requirements, the City will need to update its progress on meeting Watershed Management Program (WMP) measures in WRAMPS on a semi-annual basis.

This subtask covers McGowan Consulting's preparation of the City's Individual Annual Report following the required format and content prescribed in the Regional Permit covering activities implemented and costs incurred by stormwater program and type during the reporting year. The City's Individual Annual Report also supports the preparation of the Semi-Annual Watershed Report which is also due on December 15. BMcGowan Consulting will provide City staff a detailed list of information needed to complete the Individual Annual Report. Given receipt of the requested Individual Annual Report information in electronic format from City staff by September 15, a draft Individual Annual Report will be prepared using the updated WRAMPS online reporting tool for City staff review by November 1. A two-week turnaround for City staff review with a consolidated set of comments, and a single revision of the annual report are assumed to meet the December 15th submittal deadline. Following submittal of the report, an electronic copy of the Individual Annual Report and its supporting files will be provided for the City's records. Time is also allocated in this subtask to upload the City's semi-annual progress reporting information into WRAMPS for submittal to the watershed lead.

It is assumed that the City will continue to contract separately for monitoring of trash consistent with its approved Trash Monitoring and Reporting Program and that information will be provided to McGowan Consulting in spreadsheet format required by the Regional Permit for inclusion in its Individual Annual Report.

Subtask 1.2 Deliverables:

- Draft and final Regional Permit Individual Annual Report

Subtask 1.3 Permit-wide Coordination and Regulatory Suppport

This subtask includes time to participate in virtual Co-Permittee meetings and conference calls to share information, resources and address challenges cooperatively amongst the Co-Permittees of the Regional Permit and for coordination with other Permittees on implementation strategies for new Regional Permit provisions, such as participation in LA Permit Group meetings, the County of Los Angeles's WRAMPS workshops and Technical Working Group meetings. This subtask also allocates time for McGowan Consulting to track and review regulatory actions affecting the City's stormwater program such as new or revisions to statewide water quality standards applicable to MS4 permits, statewide permitting policies, precedential State and Regional Water Board orders, and issuance or reconsideration of Total Maximum Daily Loads (TMDLs). McGowan Consulting's effort for this subtask has been reduced based on the assumption that actual time will be be distributed among several municipal clients.

Task 2 Public Information and Participation Program

Each Permittee is responsible for developing and implementing a Public Information and Participation Program (PIPP) that addresses specific Regional Permit and Peninsula WMP requirements. Each of the required elements of the PIPP may be met by the City either through a County-wide, watershed group, individual program approach, and/or through partnerships with State or National stormwater member agencies, or a combination of approaches. The Palos Verdes Peninsula Watershed Management Group (Peninsula WMG) has committed to joint development of certain elements of the PIPP which are addressed in Subtask 8.2. The City's solid waste franchisee disseminates information to residents and businesses on proper handling of wastes such as: vehicle waste fluids, household waste materials, construction waste materials, organic waste and animal waste. City staff disseminate opportunities for participation in pollution prevention activities and events to residents and businesses via e-news and Blue Newsletter. Accordingly, the City's PIPP obligations will be met through a combination of individual City activities, outreach material developed in collaboration with the other members of the Peninsula WMG, promotion of local environmental events and workshops hosted by other organizations, as well as County-wide outreach and engagement efforts including those implemented through the Safe Clean Water Program. The Regional Permit requires documentation and tracking of information on the City's PIPP activities, including the (1) date of activity; (2) method of dissemination, (3) targeted behavior; (4) targeted pollutant; (5) targeted audience; (6) culturally effective methods; (7) metric(s) for measuring effectiveness of activity, and related information necessary for measuring effectiveness.

Subtask 2.1 PIPP Implementation

This subtask includes an allocation of time to track the City's PIPP activities via metrics identified in collaboration with City staff in a spreadsheet database to be updated annually. This scope of work includes a meeting with City staff at the beginning of the fiscal year to discuss the anticipated PIPP activities and associated metrics to be tracked during the year and to gather information on the metrics tracked during the preceding year. McGowan Consulting will update the spreadsheet database following this meeting and will work with City staff to track the metrics throughout the year for compilation in the City's next Individual Annual Report.

This task also provides an allocation of effort for McGowan Consulting to support the City as needed in its efforts to disseminate public outreach materials and encourage community engagement on stormwater and related environmental programs. This support may include reviewing and recommending changes to the Environmental Programs website material and/or recommendations for information to be disseminated to the public via the City's Blue Newsletter.

It is assumed that City staff will be responsible for making as-needed recommended updates to its website content.

Subtask 2.1 Deliverables:

- Annual update of City's individual PIPP activities database and metrics for tracking effectiveness

Subtask 2.2 Safe Clean Water Municipal Program

The Safe Clean Water (SCW) Program, also known as Measure W, provides dedicated funding to increase local water supply, improve water quality and protect public health with a key goal of supporting

municipalities in implementing new efforts to meet Regional Permit water quality objectives. The City receives approximately $100,000 annually in Municipal Program Funds and accordingly has annual planning and reporting responsibilities for the expenditure of these funds as outlined in the City's Municipal Transfer Agreement with Los Angeles County Flood Control District (LACFCD). The Municipal SCW Annual Plan and the Municipal SCW Annual Progress/Expenditure Report must be prepared and submitted via the SCW online reporting tool following the structure and detailed content required by the tool. The tool is mounted on the Los Angeles County Safe Clean Water Program website (SafeCleanWaterLA.org) where the plans and reports are also posted for public transparency and accountability.

This subtask provides for McGowan Consulting to assist the City by preparing the Municipal SCW Annual Progress/Expenditure Report for FY2021-22 and the Municipal SCW Annual Plan for FY2023-24 using the SCW online reporting tool based on a similar level of effort experienced preparing these plans and reports for the City during FY2021-22. Authorized City staff must approve and submit the final Municipal SCW Annual Progress/Expenditure Report and Annual Plan to the LACFCD via the SCW reporting tool.

Municipal SCW Annual Progress/Expenditure Report (due in December): McGowan Consulting will prepare a list of information necessary to prepare the draft Municipal SCW Annual Progress/Expenditure Report covering the preceding fiscal year (FY2021-22). Within six weeks of receiving the requested information, McGowan Consulting will prepare the draft Municipal SCW Annual Progress/Expenditure Report for City staff review. A consolidated set of comments from City staff, and a single revision of the report to incorporate City staff comments are assumed.

Municipal SCW Annual Plan (due by April 1): McGowan Consulting will meet with City staff in January to identify anticipated Municipal SCW Program expenditures for the upcoming fiscal year (FY2023-24) and then will provide a list of additional information items necessary to prepare the Municipal SCW Annual Plan. Given receipt of the requested information from City Staff by February 1st, McGowan Consulting will prepare a draft Municipal SCW Annual Plan for City staff review by March 1st. A two-week turnaround for City staff review, with a consolidated set of City staff comments, and a single revision of the annual plan are assumed.

It is assumed that City staff will be responsible for adherence to the SCW Program financial documentation and audit requirements, compliance with revenue transfer agreement requirements, operation in accordance with best practices and strict accountability for funds, receipts and disbursements as delineated in the SCW Program Municipal Program Transfer Agreement.

Subtask 2.2 Deliverables:

- Draft and Final Municipal SCW Annual Plan
- Draft and Final Municipal SCW Annual Progress/Expenditure Report

Task 4 Planning & Land Development and Development Construction Programs

The Planning & Land Development and Construction Programs are both applicable to public and private development projects and there are separate and cross-cutting requirements in these programs.

Subtask 4.1 Planning & Land Development Program Training & Tracking

The Planning and Land Development provisions of the Regional Permit require the City to ensure that Priority Development Projects provide for permanent measures to reduce storm water pollutant loads from the development site by conditioning approval of these projects with Low Impact Development (LID) requirements. Qualifying capital improvement projects are also subject to LID requirements.

This subtask provides for preparation and delivery of a virtually accessible training on the Planning & Land Development Program requirements of the Regional Permit consistent with the City's implementation policies and procedures. This subtask also provides an allocation of time for entering Priority Development Projects subjected to LID into the WRAMPS online tool for tracking and annual reporting.

Subtask 4.1 Deliverables:

- Virtual training session for Community Development, Management and contract staff on the Planning & Land Development requirements

Subtask 4.2 Construction Program Training

The City is required to implement a Construction Program to track and ensure appropriate BMPs are being implemented on construction sites within its jurisdiction. The City must also ensure that developers of construction sites larger than one acre are obtaining coverage under the Statewide Construction General Permit (CGP), have an approved LID Plan in place prior to the City's issuance of a grading or building permit, and that these sites are inspected for effective stormwater BMPs at frequencies consistent with the Regional Permit requirements.

This subtask provides for preparation and delivery of a virtually accessible training on the Construction Program requirements of the Regional Permit. This training will be distinct from the Planning & Land Development training module to provide flexibility for targeted City and contract staff to access the training at their convenience as appropriate to their job responsibilities. This task also includes time to track and review reporting via the State Board's online SMARTS system by construction sites disturbing one acre or more within the City.

It is assumed that the City will utilize contracted or in-house practitioners that are trained and knowledgeable in CGP requirements for any municipal capital improvement projects one acre and larger consistent with the State Water Board Qualified QSD/QSP program since the training provided by McGowan Consulting is primarily focused on the Regional Permit Construction Program requirements and is not equivalent to the two- or three-day training required for practitioners of the CGP.

Subtask 4.2 Deliverables

- Virtual training session for Community Development, Management and contract staff on the Regional Permit Construction Program requirements

Subtask 4.3 Expanded LID Support

McGowan Consulting understands the City intends to establish a program of expanded low impact development for new and redevelopment projects through effective site design requirements. Broader

application of effective site design practices to development projects will distribute stormwater detention and retention across more properties in the City thereby increasing overall stormwater capture in the City and supporting the City's 85%, 24-hour stormwater retention compliance approach. Effective site design preserves and/or creates natural landscape features that promote percolation of stormwater on-site, minimizes impermeable surfaces that create runoff, and uses permeable paving for exterior paved surfaces where feasible. Effective site design practices are no more complex than what is normally undertaken by architects and landscape designers for a typical new or redevelopment project and therefore can be applied to most new and redevelopment projects during planning and design, regardless of whether they trigger the numeric performance requirements of Priority Development Projects as defined in the Regional Permit.

This subtask provides an allocation of time for McGowan Consulting to assist City staff in developing guidelines and outreach materials for implementation of the program.

Task 5 Public Agency Activities Program

The Public Agency Activities program focuses on public works maintenance and capital improvement activities. The Regional Permit requires implementation of BMPs to minimize water quality impacts from the maintenance of public facilities, including parks, streets, storm drain infrastructure, recreational and other municipally owned or operated facilities.

The City is required to maintain an updated electronic inventory or database of all public facilities that are potential sources of pollutants in stormwater runoff; incorporation of facility information into GIS is recommended but not required by the Regional Permit. The inventory must also identify potential for stormwater pollutant generation activities at each facility and the BMPs that are implemented to address them. The City's facility inventory was previously developed in spreadsheet format in 2016, and the Regional Permit newly requires the addition of Permittee-maintained roads and catch basins to the inventory. McGowan Consulting will meet with management staff to verify the accuracy of the City's public facility inventory and to identify significant modifications or other changes that have occurred since 2016 that require reassessment of specific facilities and/or revision of the inventory. This subtask includes time for McGowan Consulting to conduct site visits/assessments at up to three (3) municipal facilities selected by City staff to assess significantly revised conditions for purposes of updating the facility inventory. It is assumed that City staff will contract separately for conversion of some or all of the facility inventory to GIS if City staff determines it is appropriate.

The City must annually train all employees in targeted positions whose interactions, jobs, 6ctiveities affect stormwater quality. This training requirement also applies to contractors performing privatized/contracted municipal services such as solid waste collection or landscape maintenance. This subtask provides for McGowan Consulting to prepare and provide virtually accessible training for targeted City staff and contracted service providers. The training will provide an overview of the permit requirements for context and then focus most of the training on municipal operation and maintenance activities with the potential to impact stormwater quality.

The Regional Permit further specifies that contractors hired by the City to conduct public works activities that may affect stormwater quality be contractually required to implement and maintain BMPs for the

work they are conducting. This subtask includes an allocation of time for McGowan Consulting to prepare template language for insertion in public works contracts.

Task 5 Deliverables:

- Up to three (3) public facility site visits/assessments with recommendationed revisions to the facility inventory
- Virtual training session for targeted public works staff and contractors
- Template language for insertion in public works contracts

Task 6 Illicit Discharge Detection and Elimination Program Training

The Regional Permit requires the City to continue to implement its Illicit Discharge Detection and Elimination (IDDE) program to detect and identify the source of suspected illicit discharges and to implement procedures for eliminating confirmed illicit discharges. This task provides for preparation and delivery of an interactive or virtually accessible required annual training for field staff on the identification and reporting of illicit discharges.

Although the City's IDDE procedures manual must be updated once during the five-year Regional Permit term, it is assumed that such an effort will be deferred to a later year within the permit term in favor of updating the Public Facility Inventory in FY2022-23 as described in Task 5 a to allow balancing of the City's annual stormwater costs.

Task 6 Deliverable:

- Virtual training session on the IDDE program with anonymous online quiz to assess effectiveness of the training

Task 7 Watershed Group Planning and Coordination

The Coordinated Integrated Watershed Management Program (CIMP) and Watershed Management Program (WMP) are being implemented cooperatively by the Peninsula WMG in accordance with the requirements of the Regional Permit. The City has been participating in CIMP implementation through a separate contracting mechanism under an MOU administered by the City of Rancho Palos Verdes in coordination with the Peninsula WMG member agencies. The WMP was revised in 2021 to newly include the City of Rolling Hills as an 85th %, 24-hr stormwater runoff retention area and to update the WMP based on monitoring data collected and stormwater capture projects implemented over the past five years. The Peninsula WMG is currently responding to comments from the LA Water Board on the revised WMP and making further revisions as necessary. The City is also participating in the Harbor Regional Monitoring Coalition MOU to meet its monitoring obligations under the Greater Los Angeles and Long Beach Harbors Toxics TMDL. The Harbor Regional Monitoring Coalition (Harbor RMC) meets quarterly to coordinate TMDL compliance monitoring and reporting in the harbors.

Task 7.1 Watershed Group Planning & Coordination

The Peninsula WMG meets monthly to plan and coordinate compliance monitoring and implementation activities for both the CIMP and WMP and TMDL regulatory issues. This subtask includes McGowan Consulting time for meeting preparation and attendance at twelve (12) Peninsula WMG meetings, with time for this effort distributed among three Peninsula municipal clients. Additional time is included for

periodic coordination meetings among the Peninsula WMG consulting team members. Time for participation in quarterly Harbor RMC meetings is also included with that effort distributed between two Peninusula municipal clients.

Task 7.2 CIMP Review & Support

During FY2022-23 the Peninsula CIMP must be revised to align with the Regional Permit monitoring and reporting requirements and to make adaptive management changes planned for the benefit of the Peninsula WMG agencies. This subtask allocates time for McGowan Consulting to provide review and comment on the draft and final revisions of the CIMP prior to submittal to the LA Water Board for review. This subtask also allocates time for McGowan Consulting to provide review and comment on the draft and final annual Integrated Monitoring Compliance Report to be prepared by the CIMP Consultant. Lastly, this task provides time for McGowan Consulting to review results of sampling events and attend monthly 30-minute coordination calls with the Peninusula WMG and CIMP consulting teams to make as-needed implementation and adaptive management decisions. McGowan Consulting time for this subtask has been reduced based on the assumption that it will be be distributed among three municipal clients.

Task 8 WMP Joint Implementation Activities

The Peninsula WMG members have been undertaking certain WMP implementation tasks in a cooperative manner with effort for carrying out these tasks distributed equitably between the consultant for the City of Rancho Palos Verdes and McGowan Consulting as consultant for the City of Rolling Hills Estates, Palos Verdes Estates and Rolling Hills. This task provides for McGowan Consulting to perform the City's share of the following cooperative WMP implementation subtasks.

Subtask 8.1 Semi-Annual Watershed Progress Report Assistance & Review

The Regional Permit newly requires the submittal of semi-annual Watershed Progress Reports to the LA Water Board which are due on December 15 and June 15. Although the consultant for the City of Rancho Palos Verdes will lead this submittal, this is necessarily a cooperative effort and as such, McGowan Consulting will provide assistance in compiling key elements of these reports and will also provide review and comment on the draft and final semi-annual progress reports.

Subtask 8.2 Joint Public Outreach Content Development & Metrics

The Peninsula WMG in collaboration with the Beach Cities WMG has been developing and disseminating stormwater outreach website content to the local community via the South Bay Cities Council of Governments (SBCCOG) website. This outreach program has been managed and facilitated by McGowan Consulting, supported by website hosting services subcontracted with the SBCCOG. This outreach program also includes the development of periodic supplemental outreach pieces for dissemination through the participating jurisdictions' e-news and social media channels to extend the reach of the messaging and draw traffic to the website content.

The ongoing scope of this subtask is anticipated to include annual revision and refreshing of webpage content on the SBCCOG website platform. The Regional Permit newly requires Permittees to track metrics on the effectiveness of their public outreach and participation efforts which will be implemented in part through collection of website metrics from the SBCCOG hosting service. Additionally, the effort in this subtask may include development of one or more targeted public outreach pieces to address topics relevant to the stormwater management program with support by subcontracted graphic design

services as needed. McGowan Consulting's level of effort and supporting contract services for this subtask are assumed to be similar to those in previous years and will continue to be offset through combined work for the Beach Cities WMG including shared subcontracting costs for website hosting and as-needed graphic design.

Cost Estimate

McGowan Consulting will deliver the services described in the foregoing Scope of Services for an estimated cost of **$65,000** based on time and materials as detailed in the following Budget Table and FY2022-23 Rate Schedule. To provide flexibility to best meet the needs of the City in addressing the requirements of the Regional Permit, it is understood that reallocation of level-of-effort between tasks and subtasks may occur so long as the total contract amount is not exceeded. Given the nature of regulatory-driven programs which are subject to changing requirements and unpredictable developments, an additional ten percent contingency in the amount of $6,500 is also recommended to be used only when authorized by the City to support additional assistance that is unplanned.

Labor rates for FY2022-23 are shown in the Rate Schedule and include automobile mileage, parking fees, and routine printing and copying. Invoices will be submitted based on actual time expended by each McGowan Consulting staff member in accordance with the rate schedule. Other direct costs chargeable to the project may include subcontracted website hosting, graphic design, illustration, and translation services; and other direct project costs not specifically included in labor rates.

Fiscal Year 2022-2023 Budget Table Stormwater Consulting Services			
Task	**Description**	**Labor Hours**	**Estimated Cost**
1.1	Coordination, Communication and Program Management	50	$ 8,500
1.2	Regional Permit Individual Annual Report	50	$ 8,400
1.3	Permit-wide Coordination and Regulatory Support	18	$ 2,900
2.1	Public Information & Participation Program Implementation	24	$ 3,600
2.2	Safe Clean Water Municipal Program +	50	$ 8,400
4.1	Planning & Land Development Program Training & Tracking	22	$ 3,600
4.2	Construction Program Training	20	$ 3,300
4.3	Expanded LID Support +	32	$ 5,300
5	Public Agency Activities Program	40	$ 6,600
6	Illicit Discharge Detection and Elimination Training	12	$ 1,800
7.1	Watershed Group Planning & Coordination	24	$ 4,000
7.2	CIMP Review and Support	15	$ 2,500
8.1	Semi-annual Watershed Progress Report Assistance & Review	12	$ 2,000
8.2	Joint Public Outreach Content Development & Metrics	14	$2,100
Other Direct Costs - Includes subcontracted website hosting by SBCCOG and graphic design services for outreach materials			$ 2,000
		Total Estimated Costs	**$ 65,000**
		Contingency @ 10%	$ 6,500
+ indicates costs planned to be covered by the SCW Municipal Program Funds			

McGowan Consulting, LLC
Labor Rates - Contract Year 2022-23[1]

Professional Staff Rates

Principal	$175 per hour
Sr. Scientist	$145 per hour
Staff Scientist	$63 per hour

Expenses

Labor rates include automobile mileage within greater Los Angeles and Orange County area, parking, routine printing and copying

Other direct costs chargeable to the project include: graphic layout and illustration, webpage design and hosting, translation services, report reproduction and binding, courier services, blueprint services, graphics services, project-specific publications, and any other direct project costs not included in the labor rates.

[1] Labor rates to be adjusted annually based on increases in the Consumer Price Index for the Los Angeles area as calculated by the U.S. Department of Labor Bureau of Labor Statistics

Agenda Item No.: 8.G
Mtg. Date: 06/12/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **APPROVE THE THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LSL, LLC TO PROVIDE FINANCIAL AUDIT SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2023 FOR AN AMOUNT NOT-TO-EXCEED $31,400.**

DATE: **June 12, 2023**

BACKGROUND:
After issuing a request for proposals (RFP) for audit services in March 2023, no responses were received. The lack of responses was due to CPA firms either too busy or an unwillingness to bid based on the previous amount paid for audit services. In the latter cases, CPA firms' personnel costs have been increasing and they did not feel they could submit a competitive bid based on the fees of $18,500 paid last year.

Given the time constraints and the need to secure audit services, staff reached out to a few firms, including the existing firm, LSL, to see if they would be willing to re-submit a proposal based on a market-based approach. Two firms responded - LSL and Vasquez & Company. Vasquez' proposal was $42,525 even with the audit commencing off-season. LSL's proposed fees of $31,400, which were discounted by 10% for starting in November 2023. Note that the $31,400 includes fees of $5,590 for a Single Audit, if needed. Since the City has not received any federal grants exceeding the threshold for a Single Audit, the actual fees will be $25,810, approximately $7,310 higher than the most recent audit fees paid of $18,500.

DISCUSSION:
The impetus for going through an RFP process was the fact that LSL has been providing audit services to the City for the last seven years. In general, it is considered a best practice to change audit firms after 5 years to avoid auditor complacency and to periodically have a "fresh pair of eyes" looking at City processes and financial records.

However, agencies can mitigate these valid concerns by rotating audit staff. In this case, both the partner and audit manager are no longer working at LSL and, thus, a new partner and manager will be assigned to the City of Rolling Hill's audit. In addition, the third amendment is just for one year and staff will go through an RFP early next year.

For next fiscal year, staff recommends issuing an RFP in December and take do some initial leg work to encourage firms to submit a proposal. Issuing an RFP prior to December risks having these received during the busiest time of the year for audit firms specializing in local government.

FISCAL IMPACT:
The cost of the contract for fiscal year ending June 30, 2023 will be $7,310 higher than last year (or $25,810), which will require a corresponding increase to the budget.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230612_LSL_PSA_Amendment_03_LSL.pdf

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Second Amendment") is made and entered into this 12th day of September, 2023, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and LANCE, SOLL & LUNGHARD, LLP CERTIFIED PUBLIC ACCOUNTANTS .(hereinafter the "CONTRACTOR"). CITY and CONTRACTOR are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY and CONTRACTOR have entered into that certain Professional Services Agreement for Professional Independent Audit services dated on June 27, 2016 (the "Agreement").

B. The Parties first amended the Agreement for CONTRACTOR to provide Professional Independent Audit services for an additional year to cover the 2021 fiscal year ("First Amendment").

B. The Parties executed a second amendment to the Agreement for Contractor to provide Professional Independent Audit services for an additional year to cover the 2022 fiscal year ("Second Amendment").

C. The Parties now desire to amend the Agreement again in order to extend the term so that CONTRACTOR can provide Professional Independent Audit services to the City to cover the 2023 fiscal year ("Third Amendment").

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree the following terms, as set forth in this Second Amendment.

1. CONTRACTOR shall provide the Professional Independent Audit services for the 2023 fiscal year as outlined and for the price stated in Exhibit A to this Third Amendment.

2. Except as amended by the First Amendment, Second Amendment, or this Third Amendment, all provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF ROLLING HILLS **LANCE, SOLL & LUNGHARD, LLP.**

ELAINE JENG, City Manager

Brandon Young CPA, Partner

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN
CITY ATTORNEY

Agenda Item No.: 8.H
Mtg. Date: 06/12/2023

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 A REPORT FROM THE MAY 23, 2023 SOLID WASTE AND RECYCLING COMMITTEE**

DATE: **June 12, 2023**

BACKGROUND:
On July 1, 2020, the City entered into an Amended and Restated Agreement (Agreement) with Republic Services for residential solid waste management services for the collection, transportation, recycling, composting and disposal of solid waste, including recyclable materials, green waste, bulky items, and brush. The City Council obtained the services of HF&H Consultants, LLC (HF&H), to assist with preparing the Agreement, which ends on June 30, 2029.
Republic Services provides services to the City all weekdays, except for Wednesday. Section 5.8 of the Agreement requires all collected solid waste other than green waste and brush to be delivered to a material recovery facility for mixed waste processing. This allows residents to put all solid waste into one container which is sorted at Republic Services' facilities. Solid waste is collected using scooter vehicles which drive up private driveways to the service yard. Workers hand lift solid waste from containers onto the scooter vehicle, which then returns to a much larger mother truck to consolidate the waste. The waste is then brought to a consolidated volume transfer (CVT) processing facility to be sorted and transported.

On February 28, 2022, Republic Services sent the City a letter indicating its CVT processing facility in Anaheim, which in part serves the City of Rolling Hills, was significantly damaged due to fire on February 22, 2022. Republic Services indicated this was a "force majeure" event pursuant to Section 27.1 of the Agreement which affected their ability to perform processing of the City's residential recyclables and organic materials under the terms of the Agreement. Republic Services began diverting the City's collected materials to other facilities on a temporary basis until the damaged facility could be rebuilt or other permanent solutions could be considered.

On April 24, 2023, staff met with representatives from Republic Services about mixed use processing services to the City. The representatives indicated there is no timeline as to when the damaged building would be repaired which negatively affects their ability to serve the City.

Further, the scooter service offered to the single-family homes in Rolling Hills is unique and not offered anywhere else in the area. In the past, CalRecycle was able to offer credits for waste transformation but those credits are no longer available as of January 1, 2023.

On May 8, 2023, the City Council discussed an item regarding mixed use processing and referred the matter to the Solid Waste & Recycling Committee.

On May 23, 2023, the Solid Waste & Recycling Committee met and discussed the matter with Republic Services. The Committee expressed appreciation for Republic Services and indicated it did not want service to change. The Committee disagreed with the force majeure interpretation made by Republic Services because the Agreement refers to natural disasters. Republic Services is meeting the State requirement and the terms of the Agreement; however, they are concerned about being out of compliance in the future if they do not meet the 30 percent diversion requirement described in the Agreement. The State's recycling requirement is being met because green waste is accepted as recycling material if turned into mulch or compost, and the City generates a high volume of green waste. The Committee agreed to continue the item to June 13, 2023 at 4 p.m. to give Republic Services time to discuss the matter with its management.

DISCUSSION:
Subsequent to the May 23, 2023 meeting, Republic Services informed staff that they will be getting a new general manager and requested the June 13, 2023 Solid Waste & Recycling Committee meeting be postponed. The meeting will be rescheduled to June 27, 2023.

Devin Kincaid is Republic Services' new general manager and will be starting the week of June 11, 2023. A new operations supervisor, Felipe Vazquez, has been assigned to Rolling Hills and will be responsible for daily waste service operations.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
CL_AGN_230612_CC_Email_DBenton_230605.pdf
CL_AGN_230612_CC_Email_DBenton_230510.pdf
CL_AGN_220328_UnforseenCircumstances_CVTFire.pdf

John Signo

From: Benton, Dawn <DHarris@republicservices.com>
Sent: Monday, June 5, 2023 3:15 PM
To: John Signo
Cc: Christian Horvath
Subject: RE: June 13 Solid Waste & Recycling Committee

External (dharris@republicservices.com)

Report This Email FAQ Protection by INKY

Hi John –
Might we be able to push the meeting out another week or so?
I am getting a brand-new General Manager who starts the week of June 11 and will need to get him up to speed on this situation.
Please advise?
Thank you.
Dawn

From: John Signo <jsigno@cityofrh.net>
Sent: Monday, June 5, 2023 1:19 PM
To: Benton, Dawn <DHarris@republicservices.com>
Cc: Christian Horvath <chorvath@cityofrh.net>
Subject: June 13 Solid Waste & Recycling Committee

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dawn,

If you have anything for the 6/13 meeting we will need it by 3 p.m. tomorrow to get it included in the agenda.

Thanks,

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

City of Rolling Hills
2 Portuguese Bend Road, Rolling Hills CA 90274
310.377.1521
jsigno@cityofrh.net

John Signo

From: Benton, Dawn <DHarris@republicservices.com>
Sent: Wednesday, May 10, 2023 5:33 PM
To: John Signo
Cc: Griffin, Tonya
Subject: RE: Solid Waste/Recycling Committee Meeting

Hello John,
Just returning from PTO today and watched this week's Council Meeting on YouTube.

Here are some notes to assist with the discussion at the upcoming May 23rd Committee meeting.

- It is true that although our CVT facility is slowly being rebuilt, we have not been given a "back in service date". Additionally, we are simply unsure whether we will have the ability to process waste for recycling (mixed waste processing) as this practice is outdated and is required in only one other City that we service. *(*mwp requirements are being reviewed there as well*)

- In Rolling Hills, the consultant (HFH) recommended the 30% diversion requirement at the time of the 2019-2020 agreement negotiations. Although we attempted a reduction at the time to 10 or 20%, the consultant persisted, and the city agreed to keep it at 30% stating that it would ensure that CalRecycle targets would be met.

- 2022 average diversion was 35%, without mixed waste processing, but did include transformation.

- 2023 Q1 diversion is 39.75% without mixed waste processing and without transformation. *Looks like the requirement is already being met without mixed waste processing or transformation so far this year.*

- For Rolling Hills to meet the State's 50% recycling requirement, CalRecycle set the maximum allowable lbs. of trash per person per year at 16.7. The city is currently at 9lbs per person, which means that the City of Rolling Hills exceeds the state recycling requirement by 23%. This is fantastic news which supports the city being able to meet requirements without use of mwp or transformation. Also demonstrates that the city can meet state requirements without the use of a consultant and without the existing diversion requirement.

Please call me at any time to discuss or share any questions that you may have.
Thanks,
Dawn

From: John Signo <jsigno@cityofrh.net>
Sent: Tuesday, May 9, 2023 3:37 PM

To: Griffin, Tonya <TGriffin@republicservices.com>; Benton, Dawn <DHarris@republicservices.com>
Subject: Solid Waste/Recycling Committee Meeting

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Hi Tonya and Dawn,

Last night, City Council referred the solid waste services issue to the Solid Waste/Recycling Committee. The Committee's next meeting is **Tuesday, May 23, 2023, at 4 p.m.** here at City Hall. Please mark your calendars and plan on attending. I will have the agenda to you prior to the meeting.

Thanks,

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

City of Rolling Hills
2 Portuguese Bend Road, Rolling Hills, CA 90274
310.377.1521
jsigno@cityofrh.net

REPUBLIC SERVICES

February 28, 2022

Via Email: Citymanager@cityofrh.net
Elaine Jeng, P.E.
City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: *Force Majeure* Notification Pursuant to Amended and Restated Agreement for Residential Solid Waste Management Services; Unavailability of CVT Facility Due to Fire

Dear Ms. Jeng:

I am writing to notify the City that the CVT processing facility located in Anaheim, one of our facilities providing recyclable materials and organics waste processing services, experienced a serious fire event on Sunday evening, February 20, 2022. Facility damage assessments are ongoing, but we have been notified as of Friday February 25, 2022, that because of significant damage sustained to the facility and processing equipment as a result of the fire, the CVT facility will not be available for use to process the City's residential recyclables and organic materials for the foreseeable future. Please accept this as our letter notification of a *force majeure* event pursuant to section 27.1 of the Agreement for Solid Waste and Recyclables Collection Services ("Franchise Agreement") resulting from the fire affecting our ability to perform processing of the City's residential recyclables and organic materials under the terms of the Franchise Agreement.

The City's collected materials are being diverted to other facilities on a temporary basis pending our having a more detailed understanding of the length of time the CVT facility will be unavailable.

Please note that our collection operations in the City are not impacted; residential routes will continue to be serviced in accordance with our Franchise Agreement requirements.

We expect to be better able to assess the extent of CVT facility damage and the timeframe required to restore facility operations, including on a partial basis, within the next several weeks.

If you have any questions or should need any additional information regarding the fire and our services, please let me know and I will respond as quickly as I can.

Sincerely,

General Manager

Cc: City Attorney
Best, Best & Krieger
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Email: MJenkins@localgovlaw.com

Agenda Item No.: 8.I
Mtg. Date: 06/12/2023

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **RECEIVE AND FILE AN UPDATE ON TENNIS COURTS ADA IMPROVEMENT PROJECT**

DATE: **June 12, 2023**

BACKGROUND:
In August 2017, the City of Rolling Hills commissioned Bolton Engineering to prepare grading and related plans and documents for the Tennis Courts ADA (Americans with Disability Act) Improvement Project. Bolton Engineering completed the plans and submitted the plans for plan check with Los Angeles County Building and Safety (LACBS). Bolton Engineering was in the process of responding to LACBS review comments when the project was placed on hold. The project was put on hold when the City Council engaged the services of an engineering firm to design the proposed 8" sewer line project. The 8" sewer line also triggered the Rolling Hills Community Association (RHCA) to revise the plans to their amenities project for the tennis courts including eliminating the septic tank serving the courts.

The construction cost to construct the 8" sewer line escalated from the initial estimate and prompted the City Council to place a hold on the utility project. In light the City Council's action, staff resumed work on the Tennis Courts ADA Improvement project.

At the May 10, 2021 meeting, the City Council approved amendment 1 to Bolton Engineering contract to continue with plan check. Coordinating with the RHCA on the amenities project at the tennis courts, Bolton Engineering updated the project plans and resubmitted to LACBS on December 15, 2022. LACBS provided plan check comments on March 3, 2023. Upon review of the comments a meeting was arranged between the city staff, RHCA staff, and Bolton Engineering to coordinate the multiple projects planned for the tennis courts.

After six years of little progress on the project, city staff informed the group (city staff, RHCA staff, and Bolton Engineering) that the plans to the Tennis Court ADA Improvement Project will proceed with improvements needed for ADA compliance only. The other components that require coordination with the RHCA's amenities project will be eliminated from the city's improvement plans. At the May 10, 2023 meeting, the City Council supported another amended agreement with Bolton Engineering to revise the plans accordingly.

This approach prompted standing coordination meetings with the RHCA. As a result of these coordination meetings, the RHCA made significant progress with the development of the amenities project. A new architect was hired and the improvement plans included details to the mechanical, electrical, and plumbing components of the project that were crucial to coordinating with the city's ADA improvements.

At the coordination meeting in May 2023, the city's Tennis Courts ADA Improvement Project would incorporate the grading and retaining wall to support the RHCA's amenities project. This addition to the city's improvement plans was determined based on the sequence of construction and to facilitate workflow between contractors commissioned by the city and the RHCA.

DISCUSSION:
The last coordination meeting was held on June 6, 2023. The RHCA will engage design consultant to update previously prepared plans for landscaping, irrigation and lighting improvements at the tennis courts. These improvements will be presented to the City Council for discussion in the coming months. In 2017 when the city decided bring the tennis courts into compliance with ADA, these improvements were not included in that decision.

The next steps in the process include the review of the city's improvement plans by the RHCA Architectural Committee on June 13, 2023. City and RHCA staff anticipate approval by the committee. The remaining outstanding review comment by LACBS is provide approval of the improvement plans from Planning Department and the RHCA. Bolton Engineering plans to resubmit for a final round of plan check on June 16, 2023.

Staff anticipates that the Tennis Courts Improvement Project will be ready to advertise for construction bids in July 2023.

FISCAL IMPACT:
In previous years, the City Council received construction estimates for the project and listed $300,000 in past Capital Improvement Plans in adopted budgets.

However, in the adopted budget for Fiscal Year 2022-2023, the City Council did not allocate funds for the project.

In the proposed budget for Fiscal Year 2023-2024, the Finance/Audit/Budget Committee of the City Council did not recommend allocating budget to the project. The Fiscal Year 2023-2024 proposed budget is on the June 12, 2023 City Council agenda for discussion.

RECOMMENDATION:
Receive and File

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.J
Mtg. Date: 06/12/2023

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 A STATUS TO AMEND THE WIRELESS COMMUNICATION FACILITIES ORDINANCE**

DATE: **June 12, 2023**

BACKGROUND:
Late last year and the beginning of this year, staff received 16 applications from Infinigy, representing T-Mobile, to modify existing wireless communications facilities. The applications were reviewed by RHCA and granted agreements for excavation of easements. Subsequently, the City approved 14 of the applications in March and one in April. There is one outstanding application that is on hold by the applicant because the facility needs to be relocated.

DISCUSSION:
The recent influx of wireless applications has prompted the City to review its Wireless Ordinance to make sure it is up-to-date with developments in wireless technology law. Rolling Hills Municipal Code (RHMC) Section 17.27.040 was last revised in 2004 and is in need of an updated. Staff and the City Attorney's office have met and drafted an ordinance to address changes in wireless technology law. The draft ordinance is being revised and a new wireless application is being prepared to serve the needs of applicants and protect the interests of the City. The draft ordinance is expected to be reviewed by the Planning Commission in July before it is sent to the City Council for consideration.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file.

ATTACHMENTS:
PL_WCF_230607_Infinity_CaseLog.pdf

Permit Report - Infinigy Applications

Permit Date	Site Address/Location	Application Type	Zoning Case #	Project Type	Project Name	Applicant Name	Project Description	Main Status
3/6/2023	18 Eastfield Dr.	Administrative (AA)	23-038	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8004BA_41LAB LA36XC519	Approved Administratively
1/31/2023	85 Saddleback Road	Administrative (AA)	23-016	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8005BA_31LAB LA36XC581	Pending
1/27/2023	11 Caballeros Road	Administrative (AA)	23-015	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8005BA_21LAB LA36XC579	Approved Administratively
1/27/2023	2 Crest Road E	Administrative (AA)	23-014	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8005BA_41LAB LA36XC589	Approved Administratively
1/27/2023	38 Crest Road East	Administrative (AA)	23-013	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8006BA_41LAB LA36XC215	Approved Administratively
1/27/2023	15 Upper Blackwater Canyon Road	Administrative (AA)	23-012	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8006BA_61LAB LA36XC580	Approved Administratively
1/27/2023	9 Portuguese Bend Road	Administrative (AA)	23-011	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8012BA_21LAB LA36XC543	Approved Administratively
1/27/2023	2 Williamsburg Lane	Administrative (AA)	23-010	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8012BA_31LAB LA36XC578	Approved Administratively
1/27/2023	7 Acacia Road	Administrative (AA)	23-009	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8012BA_41LAB LA36XC582	Approved Administratively
1/27/2023	7 Middleridge Lane S (PLL Address: 10 Middleridge	Administrative (AA)	23-008	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility. LA8056BA_61LAB LA36XC545	Approved Administratively
11/18/2022	49 Saddleback Road	Administrative (AA)	22-113	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility	Approved Administratively
11/18/2022	7 Southfield Drive	Administrative (AA)	22-112	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor modification to wireless facility	Approved Administratively
11/18/2022	36 Eastfield Drive	Administrative (AA)	22-111	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility	Approved Administratively
11/18/2022	48 Eastfield Drive	Administrative (AA)	22-110	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility	Approved Administratively
11/18/2022	11 Wagon Lane	Administrative (AA)	21-109	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor modification to wireless facility	Approved Administratively
10/27/2022	4 Storm Hill Lane	Administrative (AA)	22-100	Wireless Communication Facility	TMobile Wireless	Nicolas Faure	Minor Modification to wireless facility	Approved Administratively

Total Records: 16 **6/7/2023**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.A
Mtg. Date: 06/12/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **RECEIVE AN UPDATED SOUND PROPOGATION REPORT FROM HQE SYSTEMS INC., AND DIRECT STAFF TO ENGAGE HQE SYSTEM INC. TO INSTALL THE PROPOSED OUTDOOR SIREN SYSTEM FOR THE CITY OF ROLLING HILLS.**

DATE: **June 12, 2023**

BACKGROUND:
In Fiscal Years 19/20 and 20/21, the City Council provided funding for the Block Captain Program to investigate communication platforms in the event of complete power failure in the community. The Block Captains and City staff used funds to purchase two-way radios and when the handheld radio option proved to be ineffective, a Request for Proposal (RFP) was issued in February 2021 to solicit proposals on other communication systems. The City received one proposal from HQE Systems, Inc. (HQE).

On April 26, 2021, Staff recommended that the City Council engage the services of HQE. The City Council directed Councilmember Pieper to work with Staff to better understand the evolution of the communication project and the scope of the feasibility study. As directed, Staff met with Councilmember Pieper on four occasions: May 20, 2021, July 15, 2021, July 23, 2021 and August 12, 2021. Some of the meetings with Councilmember Pieper included the Lead Block Captains Arlene and Gene Honbo. Staff also worked with Project Manager Alan Palermo and HQE to provide technical information requested by Councilmember Pieper. The Lead Block Captains, along with members of the Block Captains were in support of a feasibility study. The City Council approved a Professional Services Agreement (PSA) with HQE to prepare a feasibility study that would identify the hardware, location of the hardware, software, system integration, and a detailed cost estimate to install a siren system for the community.

At the January 10, 2022, City Council meeting Staff presented the final Feasibility Study and recommended that the City Council conduct a community survey to gauge interest for an outdoor siren system. In review of the Feasibility Study, the City Council requested information relating to the annual maintenance cost of the proposed outdoor siren system. The City Council also requested a street level map of Solution A and Solution B presented in the Feasibility Study.

On March 14, 2022, the City Council unanimously voted to amend the PSA with HQE allocating an additional not-to-exceed $3,500 to investigate potential co-location sites of the poles.

On June 16, 2022, HQE Staff and Block Captain Leads Arlene and Gene Honbo conducted a site visit at the Main Gate, Crest Gate, Eastfield Gate and the Radar Station.

In early July, HQE submitted the revised Feasibility Study that included two additional options: Solution C included the three gates and FAA Radar Station and Solution D included only the three gates.

At the August 8, 2022, City Council meeting, Staff presented potential site locations and to consider Solution D. HQE representatives were present to answer questions from Council and members of the public. HQE informed City Council that they had completed the remaining tasks of the Feasibility Study at no cost to the City, a savings of $22,814 and invited the Council to observe a demonstration of the proposed system, if desired. City Council directed Staff to seek approval from the Rolling Hills Community Association to place the siren poles at the three gate locations.

On September 1, 2022, staff and Councilmember Mirsch attended a demonstration of the proposed outdoor siren system equipment at HQE headquarters. The demonstration included a tour of their facility where manufacturing of the equipment was conducted in-house and a demonstration simulated a test warning that would be sent out in case of an emergency. The equipment used consisted of a single 4' speaker mounted on a pole 25 feet above ground (for Rolling Hills, there would be 4-4' speakers mounted 50 feet above ground at each gate). The quality of the intelligible voice was clear and could be easily heard. The speakers could be adjusted to rotate a few degrees at a time through the use of a software application to ensure the best sound coverage. In staff discussion with HQE, it was conveyed that they were recently awarded a contract with the City of Paradise to install 21 poles and were currently in the process of installing them.

On September 1, 2022, staff also attended the Rolling Hills Community Association (RHCA) Board meeting. Per Council direction, the City Manager asked that the RHCA Manager present to the Board of Directors the City's request to place the siren poles at the three gatehouse locations. During that meeting, the City's question was not presented as requested. As a result, the Board of Directors began asking questions with respect to public safety, an area outside the purview of the RHCA. The Board of Directors ultimately did not discuss the City's request to place siren poles at the three gates. Instead, the Board of Directors requested that the RHCA Manager meet with City Staff and that the RHCA Liaisons meet with the City Council Subcommittee to discuss why the Board of Directors were not informed of the project, if the project was warranted, and concerns relating to only having one proposer submit a proposal for the project.

In addition, per Council direction, Staff reached out to the five homes adjacent to the three gates to inform them of the project. Two residences were in support, one was opposed, and the other two did not respond.

At the September 12, 2022 City Council meeting, the City Council directed the Subcommittee members to follow up with their counterparts at RHCA. On September 15, 2022, Staff made a

presentation at the Rolling Hills Community Association Board meeting requesting an approval to place the siren system at the three gates. The RHCA Board expressed concerns about the health of the guard attendants who would be exposed to high levels of sound emitting from the sirens, interference with the operations of the guardhouses, and aesthetics and noise impacts on residents. The RHCA Board ultimately voted to not support the City's request of placing the siren system at the gates.

Following the RHCA Board meeting, Staff contacted HQE to seek additional information on noise levels that could be heard at the base of the poles. Based on HQE's response, the speakers will emit up to 124 decibels 50' above ground; however, at the base of the pole, the decibel is 90 or equivalent to a hairdryer. Included in the packet is additional information on sound prepared by HQE.

At the September 26, 2022 City Council meeting, the City Council directed Staff to do the following:

- seek input from the First Responders on usage scenarios when the siren system is deployed for evacuation and non-evacuation purposes and system with voice capability vs siren only
- obtain information on easement requirements from the Rolling Hills Community Association

Staff contacted Los Angeles County Fire Department Chief Bennett and Los Angeles County Sheriff's Department Captain Powers to seek their input on the proposed usage scenarios and whether siren only system or a system with siren tone and intelligible voice would be the preferred option. Based on feedback received from the First Responders, their preferred option was the combined siren tone and intelligible voice because it could provide information to residents that are comprehensible regardless of the scenario (e.g., shelter in Place or mandatory evacuation). Staff had also created a flow chart to activate the siren.

In addition, on September 28, 2022, staff submitted a letter to the RHCA requesting easement requirements for siting of poles at locations identified in Solution A and Solution B in easements held by RHCA with a response date of October 6, 2022. It is important to note that RHCA staff was present when pole locations were identified in Solution A and Solution B.

At the October 6, 2022 RHCA Board meeting, the Board discussed the item and requested that the City follow these procedures:

1. Obtain permission from the owner of the property where the siren will be placed,
2. Submit a written request to the Board for a license(s) to use the Association easement for Board review and approval. The request should include:
    - Site plan with the location of the pole and any ground mounted equipment indicated,
    - Specifications of the height and size of the pole and any pole mounted equipment

Site plans should include property and easement lines, edge of pavement and property address. If the license was approved by the Board, the City would be responsible for legal and recording fees incurred for the license agreement(s). RHCA would waive fees for excavation permits.

Per Council direction, the pole locations were identified based on the "Outdoor Siren Location-

Street Level" prepared by HQE:

Solution A - Proposed Pole Locations

- Siren A-1: On Blackwater Canyon Trail (behind 13 Portuguese Bend Rd) between Lower Blackwater Canyon Rd and Portuguese Bend Road
- Siren A-2: In front of 9 Upper Black Canyon Rd
- Siren A-3: In front of 57 Saddleback Rd
- Siren A-4: On Storm's Ridge Trail/Buggy Whip Trail (near 4 Storm Hill Ln)
- Siren A-5: In the canyon behind 4 Possum Ridge Road
- Siren A-6: Near 4 Poppy Trail
- Siren A-7: In the canyon behind 1 Hackamore Rd
- Siren A-8: Near 74 Portuguese Bend Rd
- Siren A-9: On Crest Rd East (near 63 Crest Road East)

Solution B- Proposed Pole Locations

- Siren B-1: On Pine Tree Lane (adjacent to 10 Pine Tree Ln)
- Siren B-2: Corner of Portuguese Bend Road and Fuld's Furlong Trail
- Siren B-3: In the canyon on Crest Road East (east of 38 Crest Road East)

Based on the discussion from the October 10, 2022 City Council meeting, staff was directed to the do following:

- seek permission from CalWater to place 50' poles at their water facilities
- identify City properties where the poles could be placed

On October 19, 2022, Staff held a virtual meeting with CalWater representatives to discuss whether there was a possibility of installing poles at their three water facilities. CalWater representatives were open to the discussion and asked that the City provide additional information such as the specification of poles to be installed, length of access needed at their facilities, and any electronic equipment placed on poles. The requested information would assist CalWater in determining if the proposed poles would interfere with their current operations and/or any future planned activities at their sites. It may take up to the end of this year or early next year for CalWater to decide if their sites are viable options to install the poles.

HQE has been a generous partner with the City in providing additional information requested by staff without receiving additional compensation. Given the new locations to investigate, it was necessary to obtain another proposal from HQE in order to conduct a site survey, perform a sound propagation analysis, provide systems option and cost to provide technical support to third-party entities. HQE submitted a proposal in the amount of $6,095 to evaluate up to four sites and correspond directly with CalWater on behalf of the City on technical matters.

At the October 24, 2022 City Council meeting, the City Council directed staff to engage the services of HQE to provide technical support in conversations with CalWater for $1,900.

To keep the community informed of the outdoor siren project, the City published a Special Blue Newsletter on October 27, 2022 identifying the proposed ten sites with the disclaimer that the final locations were not confirmed.

On October 28, 2022, staff, HQE, and CalWater representatives held a follow-up meeting to discuss the proposed locations, specification of poles to be installed, length of access needed

at their facilities, and any electronic equipment placed on poles. During the meeting, CalWater eliminated the following facilities for consideration due to space constraints: CalWater Reservoir #12, 23 Portuguese Bend (Water Tank Trail/Black Water Cayon/Tallyhand Rd), CalWater on Sunnyridge Rd in unincorporated LA County and tentatively allowed the possibility of installations of poles at the CalWater Reservoir #22 on Spur Lane and at 3960 Crest Road upon further review by various CalWater departments. On November 1, 2022, with assistance from HQE, staff submitted the requested document to CalWater for their review.

Subsequent to that meeting, the City published another Special Blue Newsletter on November 3, 2022, updating the residents of promising news in which CalWater had tentatively allowed two facilities as possible sites for the installation of siren poles. Following that publication, Mr. Frederick Lorig submitted an email on November 7, 2022 to staff and the City Council to express his concerns.

At the November 14, 2022 City Council meeting, the City Council directed Staff to eliminate the CalWater facility on Spur Lane and look into two other locations: Fire Station 56 and Rancho del Mar High School, located at 12 and 38 Crest Road West.

On December 5, 2022, staff, HQE and representatives from CalWater, Los Angeles County Fire Department, and Palos Verdes Peninsula Unified School District conducted separate consultation visits at the three proposed sites to assess the properties and answer questions from the respective agencies. All three agencies were in support of having the poles placed at their properties and were open to assisting the City with its outdoor siren project.

At the December 13, 2022 City Council meeting, the City Council directed Staff to send out a Blue Newsletter with one side using a simplified map with the eight proposed locations and the other side with photos depicting the siren system. In addition, the Blue Newsletter should also indicate that the City Council is soliciting feedback and that this item will continue in January.

On December 22, 2022, staff mailed the Special edition of the Blue Newsletter based on the City Council's direction. At the time of writing, the City received seven comments. Due to the holiday season and to provide ample opportunity for comments on the outdoor siren project, an identical Special Blue Newsletter was mailed on January 9, 2023 to solicit additional community feedback.

At the January 23, 2023 City Council meeting, Staff provided an update that the City received a total of 21 written comments from 49 residents (i.e., one letter had 32 signatures). The majority of the written comments received (or 76% of the residents) were in support of the siren system, while five residents expressed the need for better cell phone reception. The City Council directed Staff to narrow the potential siren pole locations from eight to up to four locations. HQE identified three recommended locations:

- City Hall;
- Fire Station 106 (12 Crest Road West) and;
- CalWater Facility (3960 Crest Road)

In addition, two Council members provided a summary of their conversations with the Town of Paradise and the Cities of Mill Valley and Laguna Beach on each of the Cities' experience on their existing siren system.

At the February 13, 2023 City Council meeting this presentation was tabled and the Council

directed the City Manager to give a report on the City of Rolling Hills progress thus far related to the siren project with HQE and gauge interest from the other Peninsula cities at the March 9, 2023 Peninsula Public Safety Committee Meeting.

At the March 9, 2023 Peninsula Public Safety Committee Meeting, The City Manager presented the City's progress as directed and requested feedback from the three other cities in the event they were interested in a Peninsula-wide collaboration. Councilmember Dieringer also presented materials from another vendor. On Councilmember Dieringer's motion, the Committee directed the respective City staffs to explore mass notification systems and grants for the Peninsula.

At the March 27, 2023 City Council meeting, the City Council approved the HQE proposal for additional work in the amount of $4,195 to perform a sound propagation analysis and provide system option for the three locations.

DISCUSSION:
On May 15, 2023, representatives from HQE met with City staff and representatives from the RHCA to visit the three proposed sights. Prior to the site visits, Cal Water informed staff that their facility location was no longer an option. Fortunately, the RHCA had also approved an adjacent area within their easement at the Crest Road East gate. HQE gathered their on site information and requested additional documentation from the RHCA and city which was supplied to aid in their sound propagation study. The updated study is attached to this report.

The report illustrated that siren poles at the three approved locations would cover the majority of the city limits and met the requirement of 70 decibels.

Based on feedback received from the First Responders, staff recommends that the City Council install the siren tone and intelligible voice sire system. Based on numerous discussions by the City Council on the number and the height of siren poles, staff recommends that the City Council select Solution B with three 50 feet poles. The three 50 feet poles with the intelligible voice feature was estimated by HQE Systems Inc., to cost $261,673.

FISCAL IMPACT:
There is sufficient funding in FY 2022-2023 Capital Improvement Project (CIP) to install a SIRCom outdoor siren system.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230612_CC_HQE_SiRcomOutdoorWarningSystem.pdf
CL_AGN_220912_HQE_Systems_Feasbility_Study.pdf
CL_AGN_CC_221010_FlowChart_Process_to_Activate_Outdoor_Siren_System.pdf

HQE SYSTEMS, INC.
A Full Service Technology Company
(800) 967-3036
Info@HQESystems.com
27419 Via Industria
Temecula, CA 92590

June 6, 2023

To:

Elaine Jeng, P.E.
City Manager
City of Rolling Hills
ejeng@cityofrh.net
310 377-1521

Subject: **City of Rolling Hills - SiRcom Outdoor Warning System Sound Propagation Report**

Dear Mrs. Elaine Jeng,

HQE Systems, Inc. is pleased to provide the requested City of Rolling Hills Outdoor Warning System solution utilizing the SiRcom system. The high-level solution utilizes three (3) directional speaker towers to provide complete city coverage.

Tower Locations:

- Fire Station Tower: 33.757095, -118.354335
- Easter Gate Tower: 33.747856, -118.337651
- City Hall Tower: 33.775958, -118.343421

Speaker Types: Intelligible Voice & Tone

- Intelligible Clear Voice and Tone Long Distance Speakers
- Easy to utilize siren control system
- FEMA Certified System

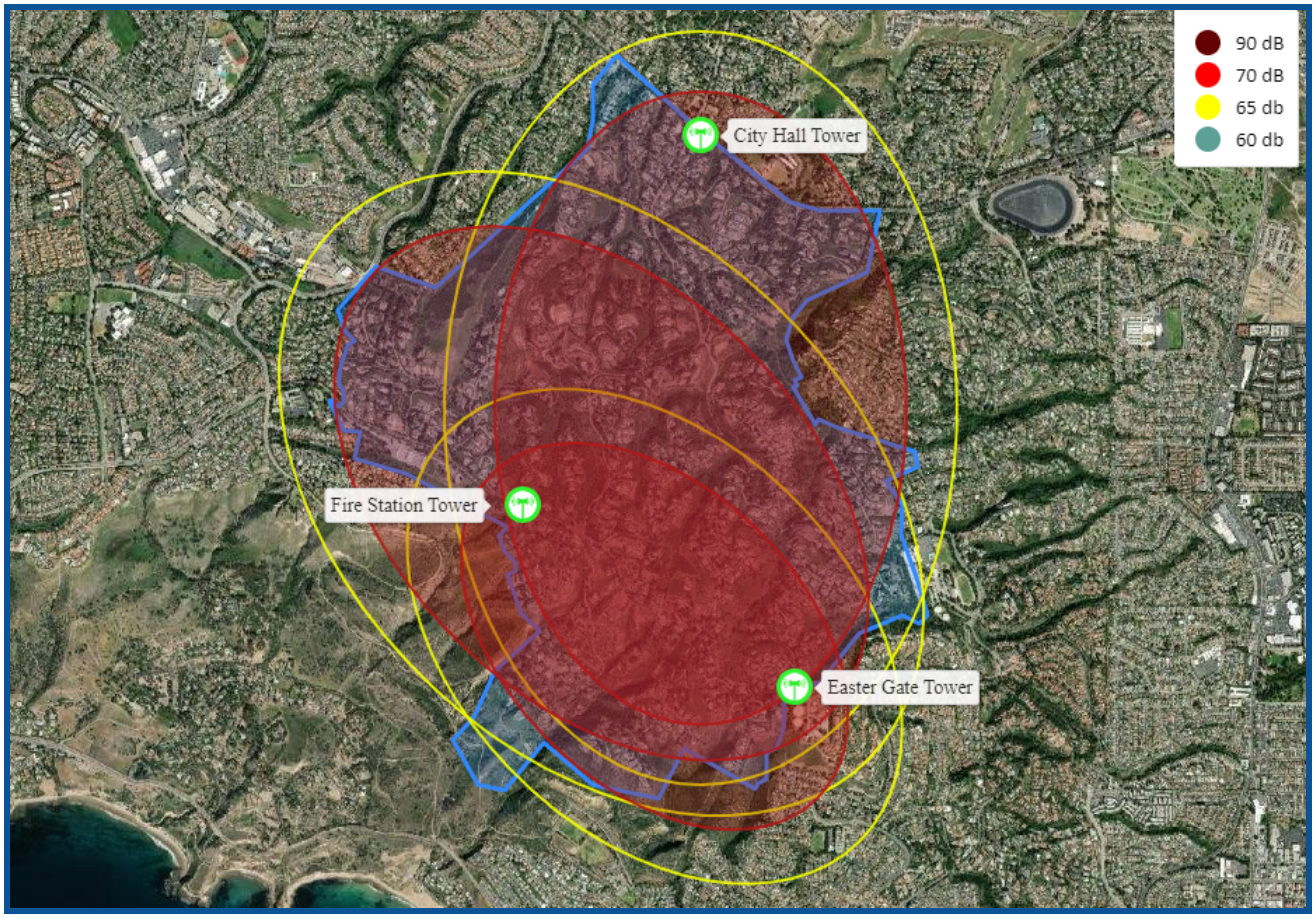
Power: Solar and DC Power Systems

- The primary power source for the system will be solar. The solar power will be utilized to charge the 12V DC batteries.

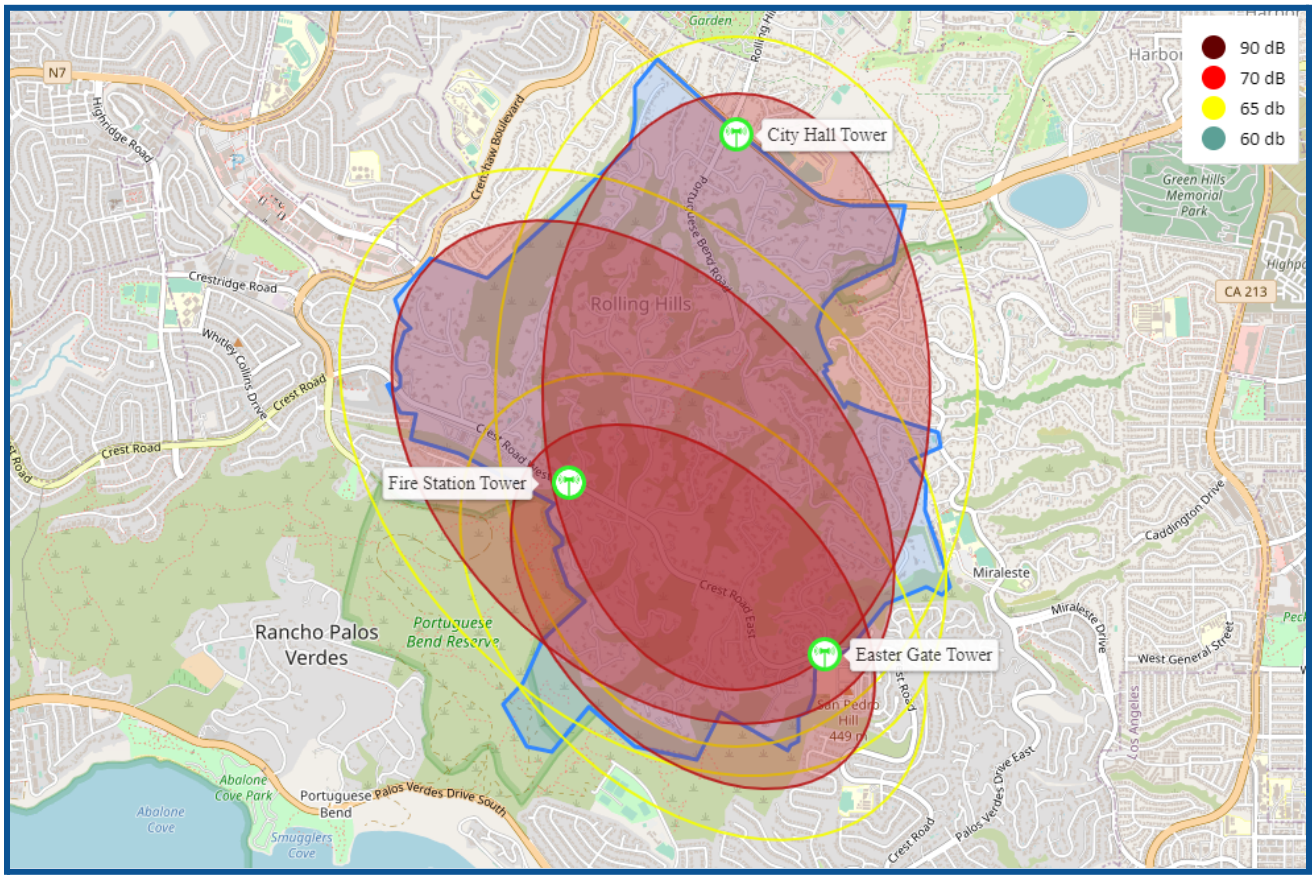
Comms: VHF Radio, Cellular Backup

- The system will be managed and activated via the VHF radio system. However, we will provide a cellular capability for the City to remotely access, control, and activate the system via the secure portal. This will ensure that the City and its authorized officials can activate the system remotely so they are not tied to it during an emergency.

Tower Location and Propagation Maps:



(800) 967-3036
Info@HQESystems.com
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Temecula, CA 92590



END



HQE SYSTEMS, INC.

Mass Notification Report

Prepared August 2022

For The City of Rolling Hills, CA

Disclaimers

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HQE Systems, Inc. is a privately owned and operated Minority-Owned FEMA Certified Service Disabled Veteran Owned Small Business (SDVOSB).

"It is our goal at HQE to continue to serve our veterans through our 'Hire Veterans Policy HQE-2015-2025'. We appreciate all of our current and past customers who have helped us meet our goals of hiring veterans throughout the years. Your support in HQE is directly impacting the support of our amazing veterans. Thank you for the opportunity to serve you and your community!"

Thank You from the team of HQE Systems Inc.

Qais Alkurdi

CEO, Disabled Veteran / Retired



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1. Executive Summary

To the distinguished City of Rolling Hills's City Council Members,

HQE Systems, Inc. (HQE) is a Minority-Owned, FEMA Certified California Disabled Veteran Business Enterprise (DVBE) with its global headquarters in Temecula, CA. Since 2014, HQE has been designing, engineering, installing, and maintaining Mass Notification Systems (Central Control Units, Outdoor Sirens, Control Cabinets, Radios, Solar Chargers, and Subcomponents of Mass Notification Systems) solutions for a host of clients worldwide. HQE is a brand agnostic systems integrator that has installed over 1,000+ Mass Notification Systems for all levels of the Government and Federal Agencies.

HQE was retained by The City of Rolling Hills, California, to investigate the feasibility of installing an effective Mass Notification System. The system intends to provide Mass Alerting and Warning during natural and manmade disasters, including wildfires, terrorist events, and severe weather. HQE's Mass Notification Systems installation Report would provide the decision-makers with the information needed to identify the ideal solution for The City of Rolling Hills.

To develop the report, HQE conducted an installation study. The study includes open-source data research, site survey, and sound propagation analysis.

- Open Source Data: Researching the latest solution from the key manufacturers. This includes technical/operational features and rough order of magnitude pricing.
- Site Survey: Study of the local environment/infrastructure to include the availability of power, potential installation points, residential buildings, and topography (manmade and natural). In addition, it analyzes the presence and signal capabilities of cellular, radio, and other communications channels.
- Sound Propagation Analysis: Utilizing the information gathered during the site survey and planning maps, HQE utilizes a proprietary machine-learning algorithm, Sound Propagation Analysis, to determine the ideal locations for the Mass Notification points.

With all of the information reviewed and analyzed during the report development, HQE's Mass Notification Subject Matter Experts have determined the ideal installation solution for The City of Rolling Hills. The proposed solution was developed with the following priorities (not in order): Alerting Effectiveness, Initial Budget, Sustainment Budget, Project Timeline, and System Installed Visibility.

Proposed Solution: This solution was developed to provide The City of Rolling Hills with a solution that provides the best intelligible voice & tone sirens with a modern look. This solution will utilize the SiRcom sirens with Vector line arrays. These modern intelligible speakers will provide the "best look" for the City while providing the intelligible voice and tone coverage for emergency alerting. The main concept of the solution is to install the outdoor warning sirens directly behind or in the vicinity of the gates proposed by the City. The sirens will be configured in a directional siren setup and installed at the City's desired installation points (entrance gates). The rough order of magnitude pricing for the solution is $334,748.24. It is estimated 30 days to install the complete system.

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2. Background

The City of Rolling Hills (City) sought an installation report for Mass Notifications System (MNS). The requirement specifically desired an effective outdoor solution that could operate in any threat event environment.

The City of Rolling Hills relies primarily on communication tools that require electricity, cellular signal, or access to the internet during an emergency. These methods include The City of Rolling Hills Website, Alert Southbay, and local television/radio networks. Areas of California regularly experience power outages during adverse, especially windy, weather conditions. The local utility provider utilizes a Public Safety Power Shut-off (PSPS) program during inclement weather conditions. Because of the PSPS program, residents of The City of Rolling Hills could possibly be without power during periods of heightened fire danger, resulting in an increased risk of not receiving important communications, including evacuation orders, via phone, internet, or radio. Unfortunately, disruption to the electrical power also has a negative impact on local cellular towers, which have limited generator power to sustain their operational needs from the planned PSPS or electrical systems failures from the hazard (fire, wind, etc). Environmental events must be fully understood when planning and designing an MNS, so the system can clearly and effectively communicate alerts to residents and visitors. The MNS must be designed to rely on solar power and have enough battery-backup capacity to send critical alerts, when required, at night, or on days when the sun may be blocked by smoke or clouds.

The infamous 2020 wildfires that overtook Los Angeles and Ventura County's northern regions exposed the dangers of relying only on web-based or cellular-based emergency alert systems. With over 33 deaths, many Cities and Counties have since implemented a radio-based mass notifications system to mitigate this unnecessary risk in the future.

The City of Rolling Hills contracted with HQE Systems, Inc. (HQE) to develop a comprehensive and actionable MNS report to enhance its ability to disseminate emergency alerts, especially in wildfire situations. Since then, HQE has utilized its expertise in Mass Notifications Systems (MNS) to develop this report to assist The City of Rolling Hills in the pursuit of saving lives and protecting property.

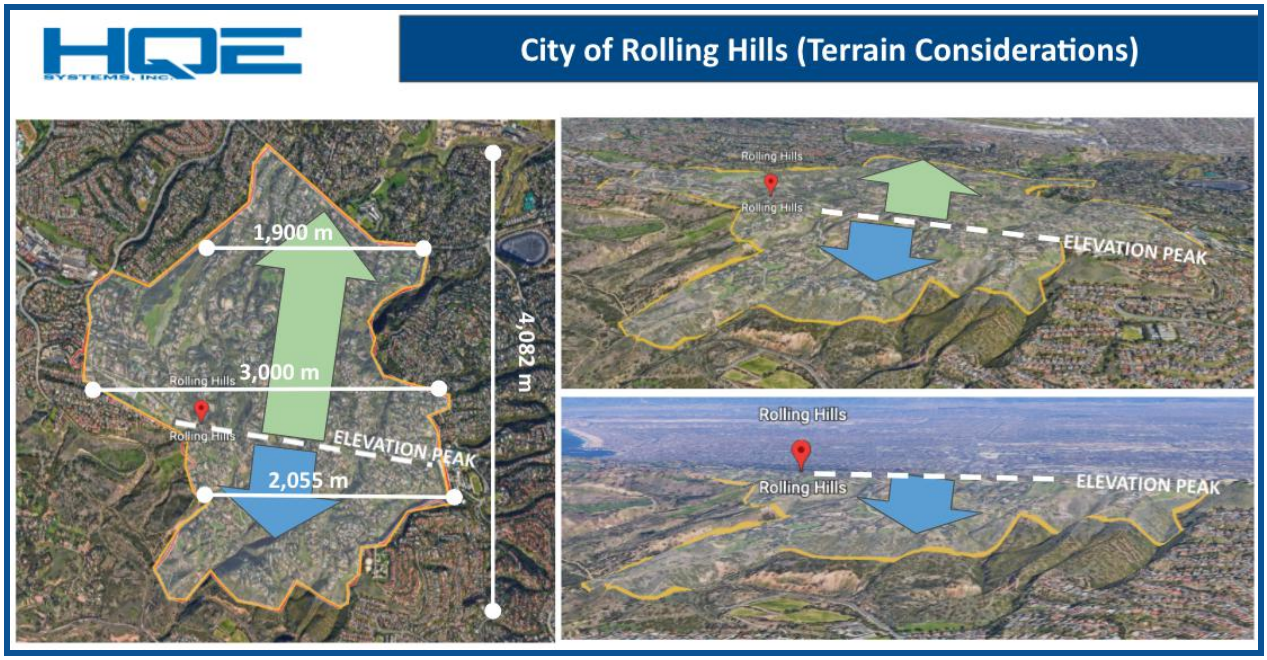
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3. The City of Rolling Hills Consideration Factors

3.1 General Information

#	Description	The City of Rolling Hills Data
1	Access To The City of Rolling Hills	Gated Community (Limited Access Roads)
2	Population (2020)	1,739
3	Housing Units	702
4	Land Area	2.99 Square Miles
5	Water Area	0.00 Square Miles
6	Geographic Coordinates	33.760016 -118.347164
7	AVG. Annual RainFall	15 Inches
8	AVG. High Wind Speed	7-8.6 MPH (November to May is the high winds season)
9	Fire Season	May to October
10	Fire Threat Region	Tier 2 (Elevated Fire Threat Identified By: California Public Utilities Company Fire Threat Mat V.3 (08.19.21)
11	Last Large Fire That Impacted The City of Rolling Hills On The Palos Verdes Peninsula	Aug. 27, 2009, burned 235 acres and was of unknown origin according to the California Department of Forestry and Fire Prevention website. The fire, which burned for two days, caused minor damage to six Rolling Hills homes and forced 1,200 people to evacuate. Additionally, 3,000 customers in the area lost electrical power.

3.2 Topographic Information



HQE has studied The City of Rolling Hills's general and topographic information. These factors will be taken into careful consideration when developing the final solution options.

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3. Report Development Methodology

2.1 Kick-Off Meeting (Clear Project Guidelines)

HQE conducted a project kickoff meeting in October 2020 with The City of Rolling Hills that established mutual acquaintance, clarified roles, and confirmed the desired outcomes and deliverables. Utilizing its experience and expertise in MNS, HQE was able to help better understand the constraints of the project and how HQE could best serve The City of Rolling Hills in achieving its ultimate goal of Saving Lives and Protecting Property.

2.2 Site Survey (Gathering Information)

HQE conducted multiple detailed site surveys and spent time gathering information to fully understand the constraints that could impact the system's operational and technical performances. During the final site survey in June 2022, HQE reviewed each element of an MNS and documented expectations and requirements of the system. The City of Rolling Hills provided site information based on the current desires of The City of Rolling Hills and potential pitfalls to consider when planning for the new MNS. HQE's analysis began with the initial City provided project considerations to ensure that HQE's efforts would be aligned with The City of Rolling Hills's desires. While on-site, HQE assessed the power options and locations. In addition, HQE's sound engineer assessed the residential and commercial building layouts to determine the best locations of the new MNS points to maximize sound coverage.

2.3 Sound Propagation Analysis (Data-Driven Planning)

HQE conducted a sound propagation analysis based on the final site survey to ensure the outdoor emergency alert signal is distributed optimally throughout The City of Rolling Hills. HQE produced sound propagation maps using site-collected data and HQE's proprietary outdoor siren planning software to determine the levels of coverage achieved from potential sites. The coverage models consider varying geographical topology and environmental factors such as foliage and building density.

The study considered various environmental factors including:

- Temperature
- Humidity & Rainfall
- Vegetation (types and disbursement)
- Wind speed and direction
- Man-Made structures (buildings, towers, etc)
- Topography (elevation changes)

Environmental factors that will be present during inclement weather were significant when modeling coverage, including understanding the effects of the Santa Ana winds. In addition, much of The City of Rolling Hills has steep hills and canyons, which pose a challenge for proper coverage.

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The analysis resulted in recommendations for the most efficient outdoor warning alert sound distribution across The City of Rolling Hills, including:

- A sound coverage area for each proposed siren site, considering environmental data
- Identification of any areas of The City of Rolling Hills in which sirens will be ineffective due to geography or other characteristics

2.4 Mass Notification Systems Installation Study

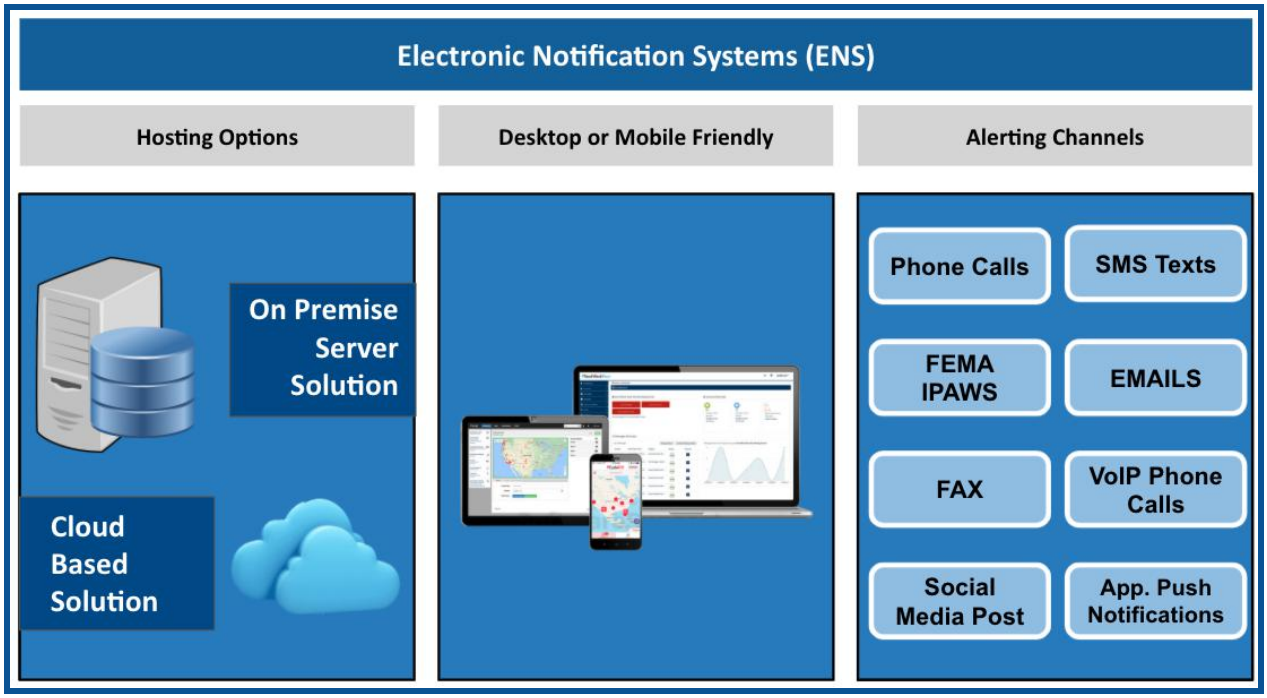
HQE compiled the data collected into this report, which provides a baseline assessment and includes the following:

- Solution options available on the market
- Costs to include initial and long term sustainment
- Recommended ideal installation options

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4. Mass Notifications System Types Overview

4.1 Electronic Notification Solutions (ENS) Web & Cellular Alerting



- **Solution Types:** Electronic Notification Systems (ENS) have gained popularity due to technological advancement. ENS utilizes the local cellular networks to disseminate emergency alert notifications. These notifications can be accessed from the recipient's mobile devices and computers.
  - Hosted Cloud-Based Solution (SaaS): Requires no hardware to deploy the solution.
  - On-Premise Server Solution: Requires a local server to be installed.
- **Alerting Methods:** The City of Rolling Hills Utilizes the local cellular towers to transmit the following alerts.
  - Voice Calls: A custom live, or pre-recorded voice message can be transmitted to all telephone numbers in the database for the City.
  - SMS Text: A custom drafted or pre-drafted template message can be transmitted as a text to the number in the database for the City. The recipient can also send back an acknowledgment or a specific prompt response to the City.
- **Strengths & Vulnerabilities:**
  - Strengths: Fast deployment. Easy to utilize. Requires limited or no hardware installation.
  - Weakness: Completely reliant on the local cellular network. During PSPS or disaster failures, ENS solutions will not work. If the recipients have their phones on silent or off, they will not be alerted by the notification.

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4.2 Indoor Notification Solutions

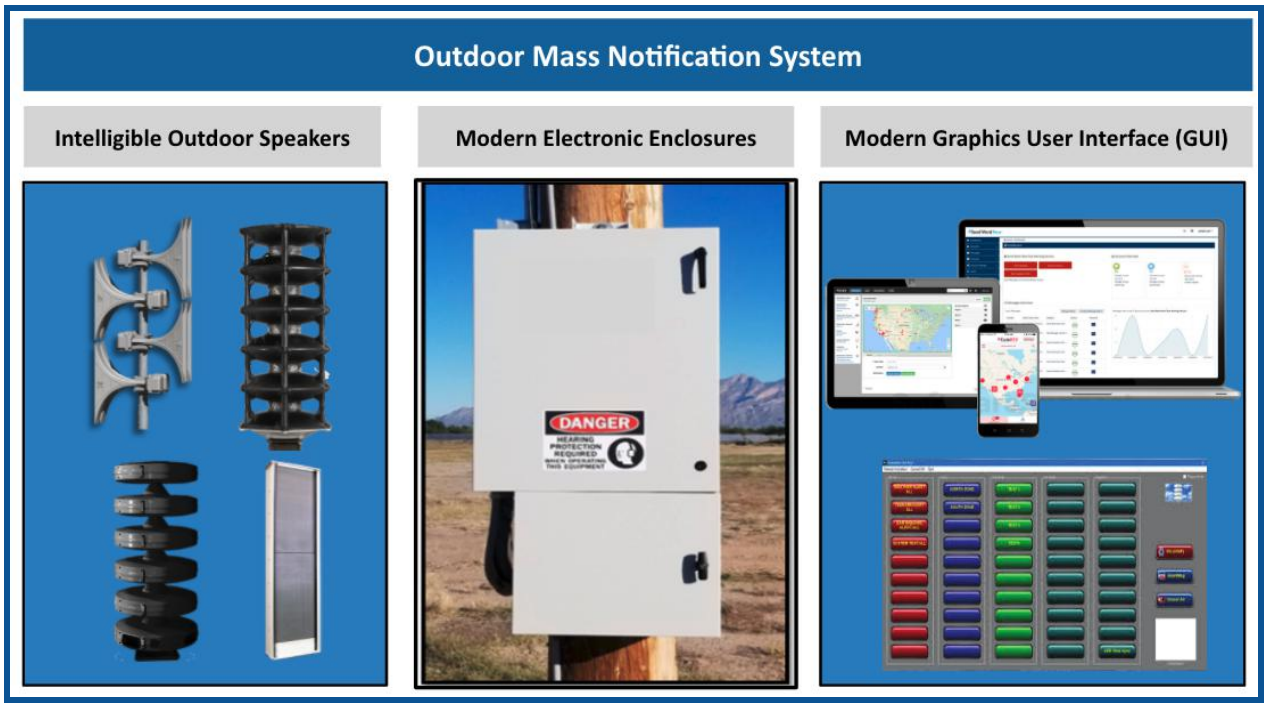


- **Solution Types:** Indoor Notification Systems are utilized to provide coverage visually and audibly to ensure that the alerts are received inside buildings. These notifications consist of workstation desktop alerts, overhead paging/intercom alerts, mounted digital displays, and any networked signs and TVs.
  - Indoor audio alerting: Integrates with in-building paging or intercom systems, telephones, and other networked audio devices. This ensures full compliance with Americans with Disabilities Act requirements.
  - Indoor visual alerting: Integrates with workstations, digital signs, and other networked displays (TVs, wall-mounted tablets). This ensures full compliance with Americans with Disabilities Act requirements.
  - Life Safety Systems Integration: Integrates with local fire alarms, earthquake sensors, and electronic security systems to ensure that the legacy alarms are reinforced with intelligible audio and visual alerts (ADA compliance).

- **Strengths & Vulnerabilities:**
  - Strengths: Unifies indoor spaces with outdoor warning alerts. This ensures that all alerts are instantly received by all residents and the City's staff.
  - Weakness: Requires indoor wiring and cabling (unless self-powered and wireless solutions are implemented)

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4.3 Outdoor Notification Solutions



- **Solution Types:** Outdoor Warning Sirens (OWS) are the industry standard and the accepted capability by Federal Emergency Management Agency (FEMA). OWS allows immediate alerting across a large area by utilizing all-weather outdoor warning sirens.
  - Intelligible Audio Alerts: Intelligible sirens can be heard from miles away.
  - Wireless & Self-Powered: Siren control cabinet systems configured to operate on wired/wireless communication infrastructure and self-powered/self-charging systems.
  - Central Control System: Mass Notifications System management software to quickly and easily create, transmit, and manage all alerts.
- **Alerting Methods:** The City of Rolling Hills Utilizes various communications media to transmit the following alerts.
  - Live Custom or Pre-Recorded Voice Alerts: A custom live, or pre-recorded voice message can be transmitted to all or selected siren points.
  - Tone Alerts: Transmit pre-established tone alerts.
- **Strengths & Vulnerabilities:**
  - Strengths: Self-powered and can communicate on networks not affected by PSPS or other power outages.
  - Weakness: Has the highest cost to cover the desired area.

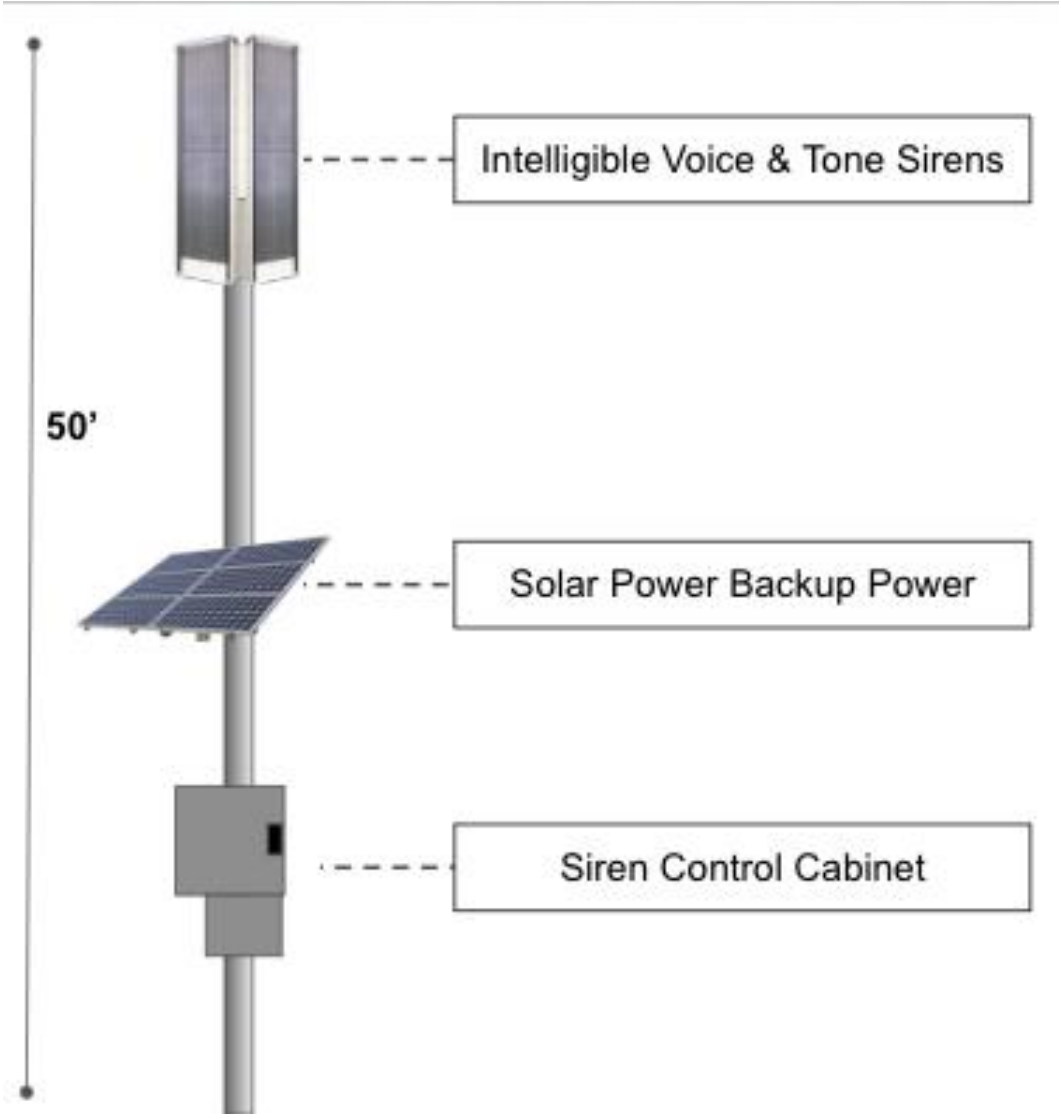
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5. Proposed Solution Options

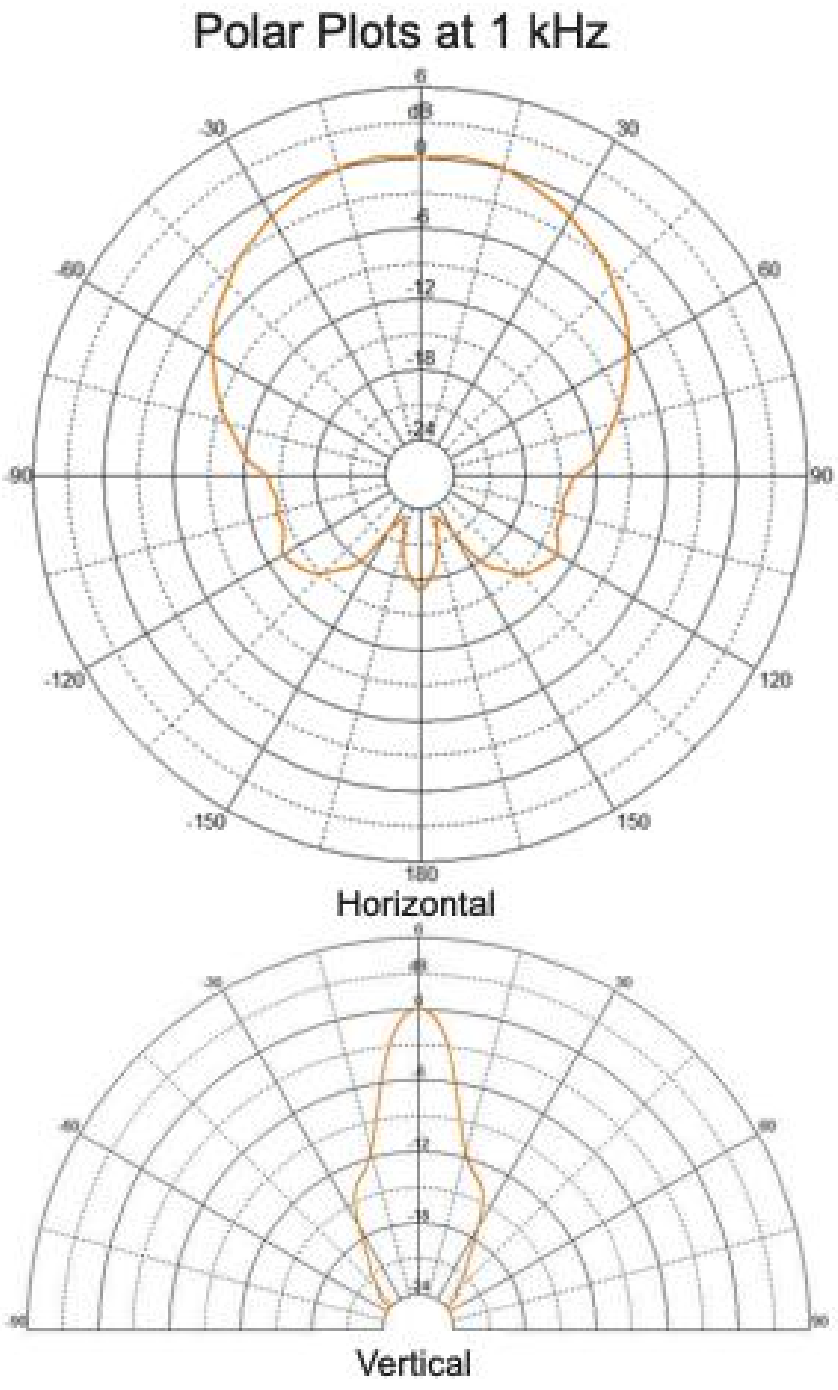
5.1 Installation Solution Options

HQE has developed the below solution for The City of Rolling Hills's considerations.

- **Installation Pole Solution:** The directional outdoor warning siren Installation utilizes the standard 50' poles mounted with the intelligible horns positioned in a directional configuration transmission position. The 50' pole allows the sound to be projected from a higher elevation. This allows for a greater coverage area which reduces overall equipment requirements.



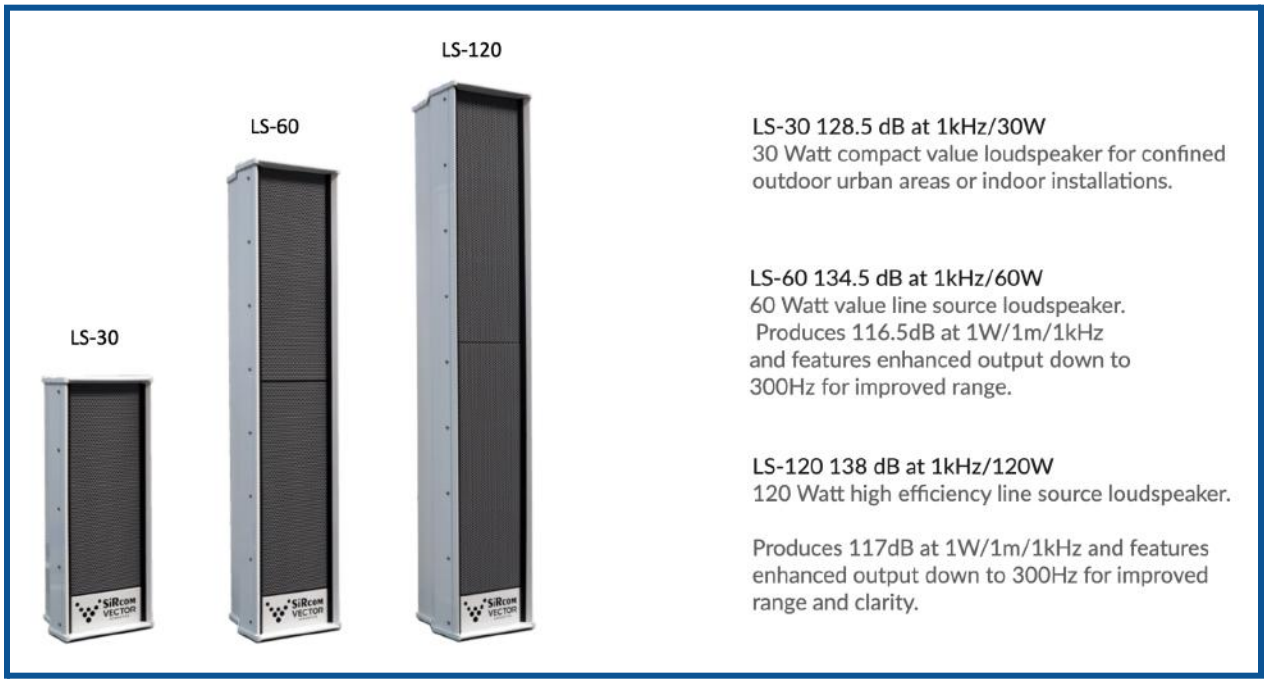
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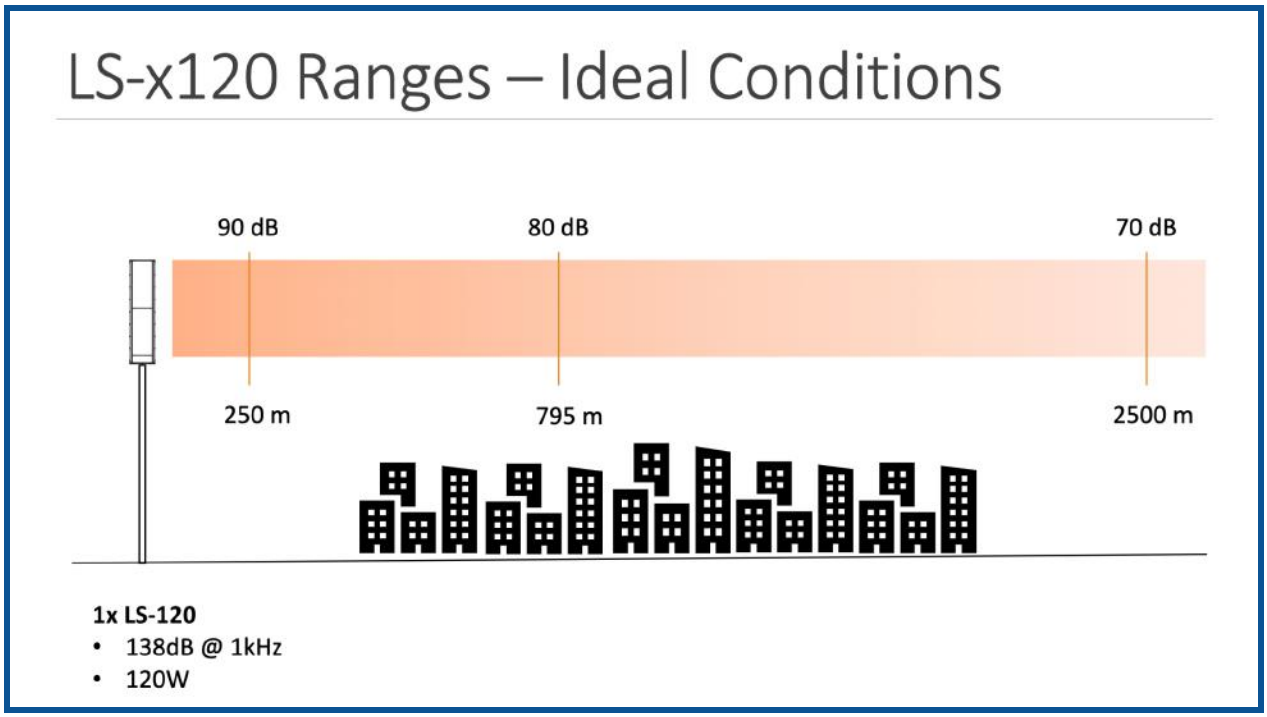


The above figures depict the intelligible voice and tone sound activation. The proposed solution has the highest intelligible voice and tone alerting on the market today. This ensures that the alerts activated will be understood from great distances.

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The highly intelligible voice and tone of sirens are key to providing the residents of the City with the proper coverage needed during an emergency. The following siren system has the most ideal intelligible voice and tone capabilities. In addition, the proposed control software and hardware have many advantages that provide the City with many features not found on other systems in the market today.

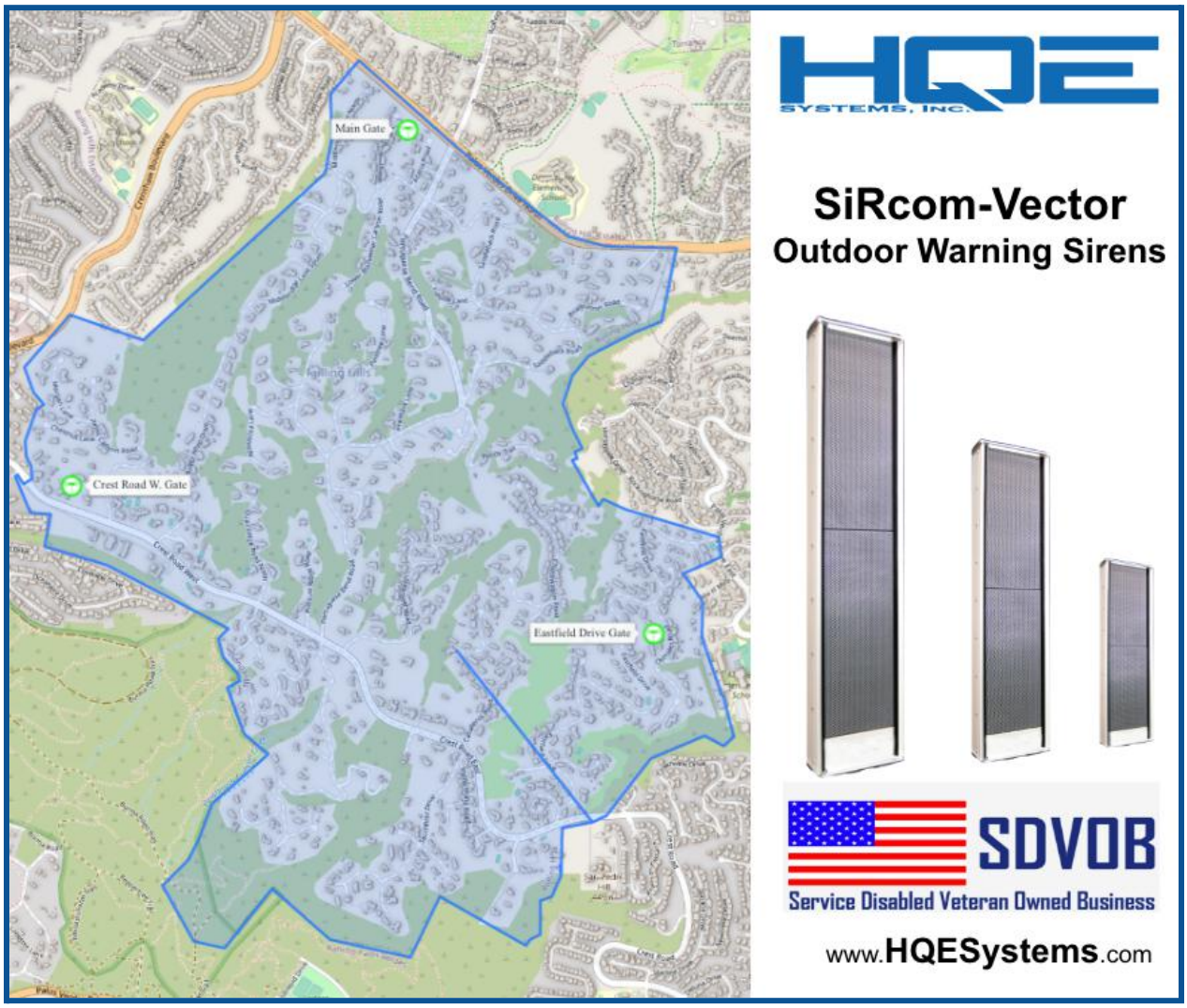




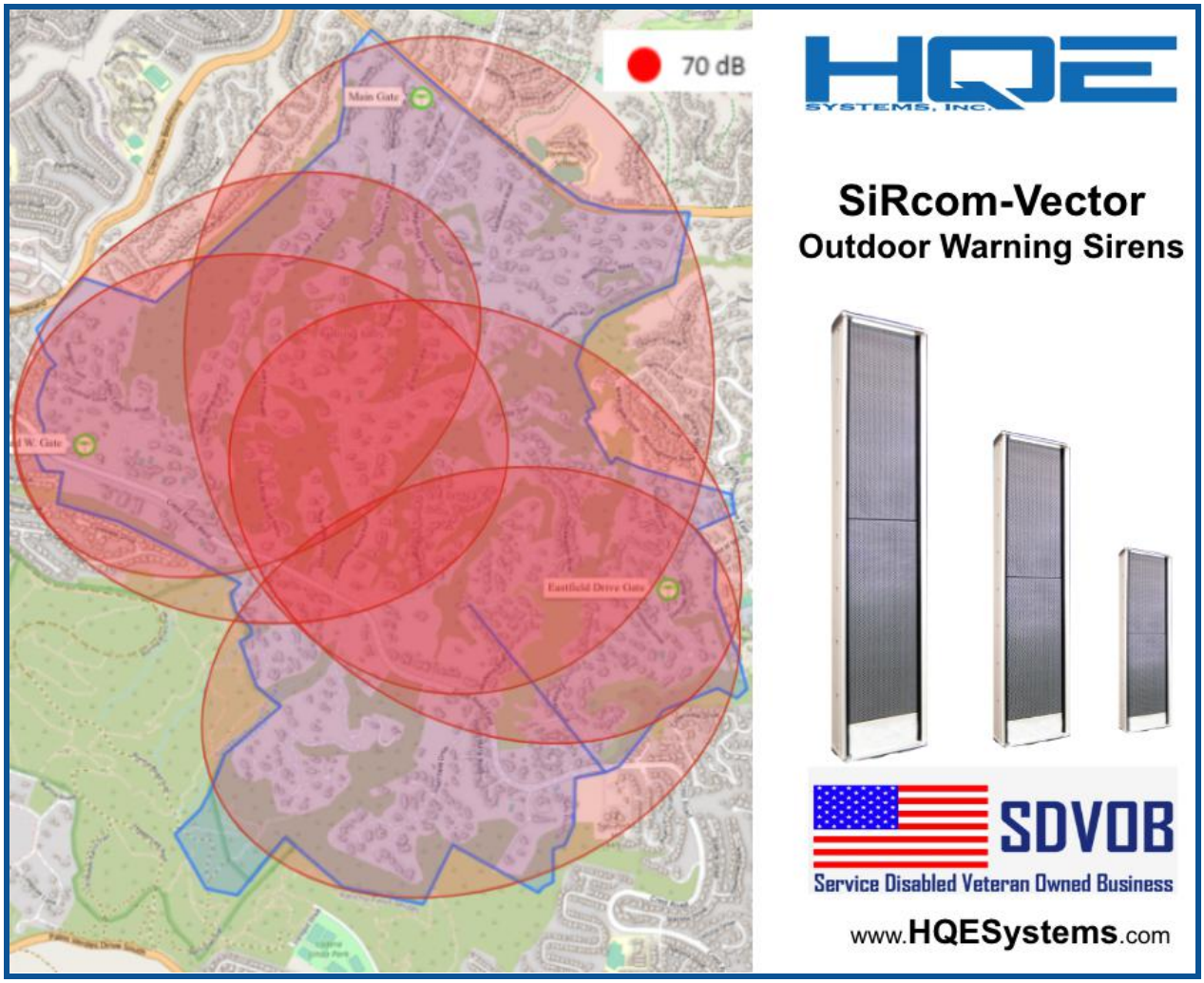
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5.2 Intelligible Voice & Tone Sound Coverage

The solution takes into consideration that the community desires to have a reliable intelligible voice and tone outdoor warning system. This option utilizes three (3) SiRcom Vector speaker directional mounted on standard 50’ poles to provide the required emergency alert notification coverage.



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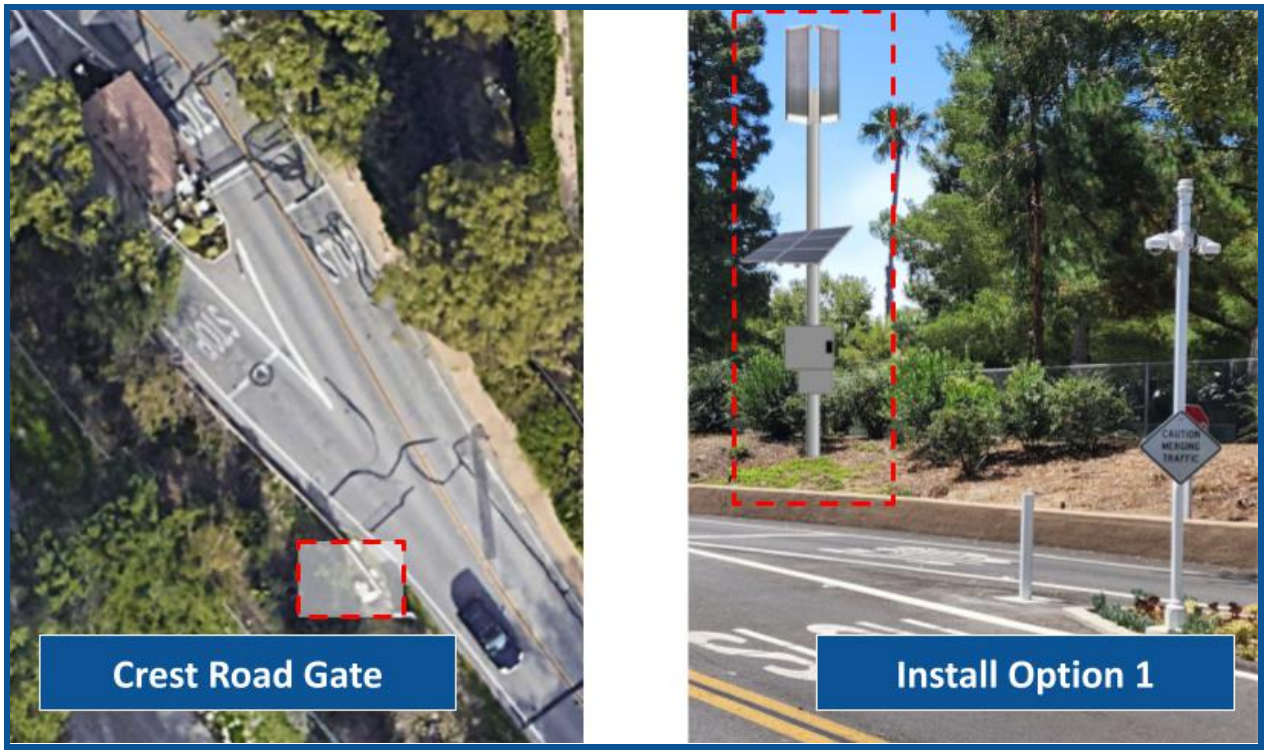


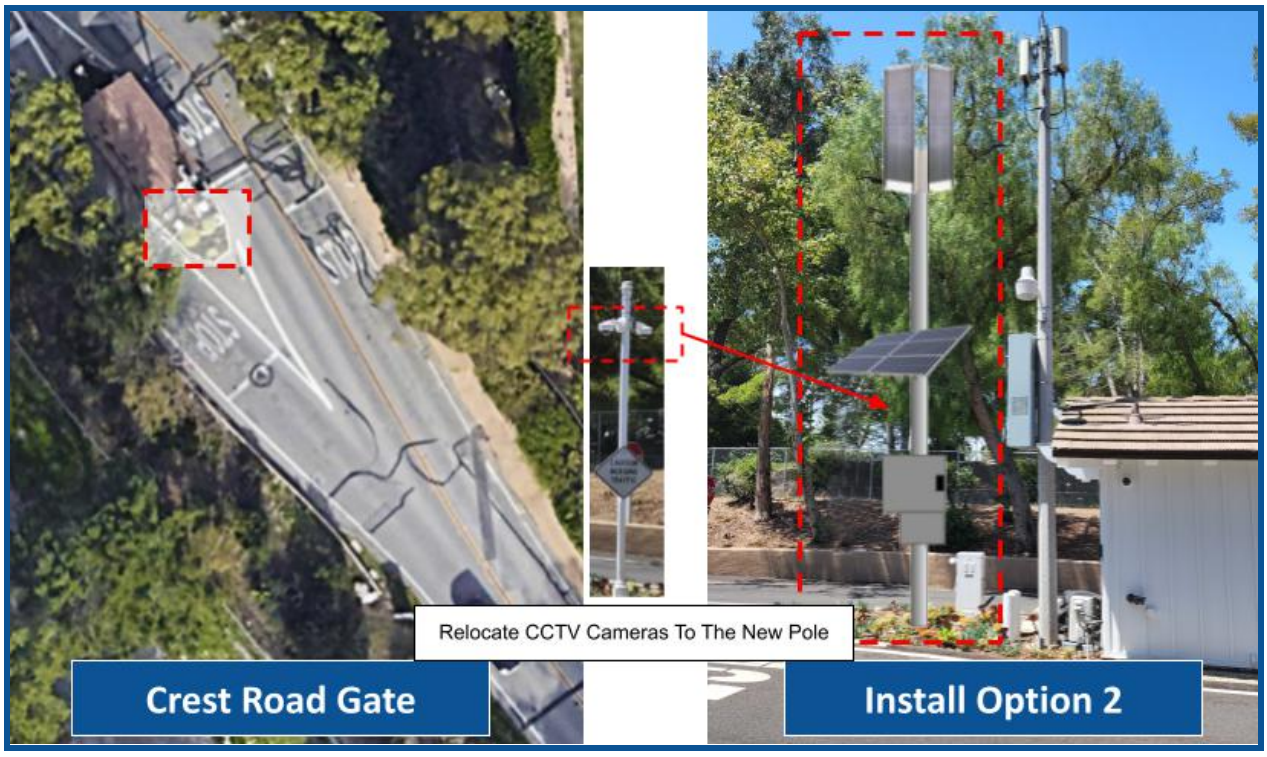
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5.3 Proposed Siren Installation Locations

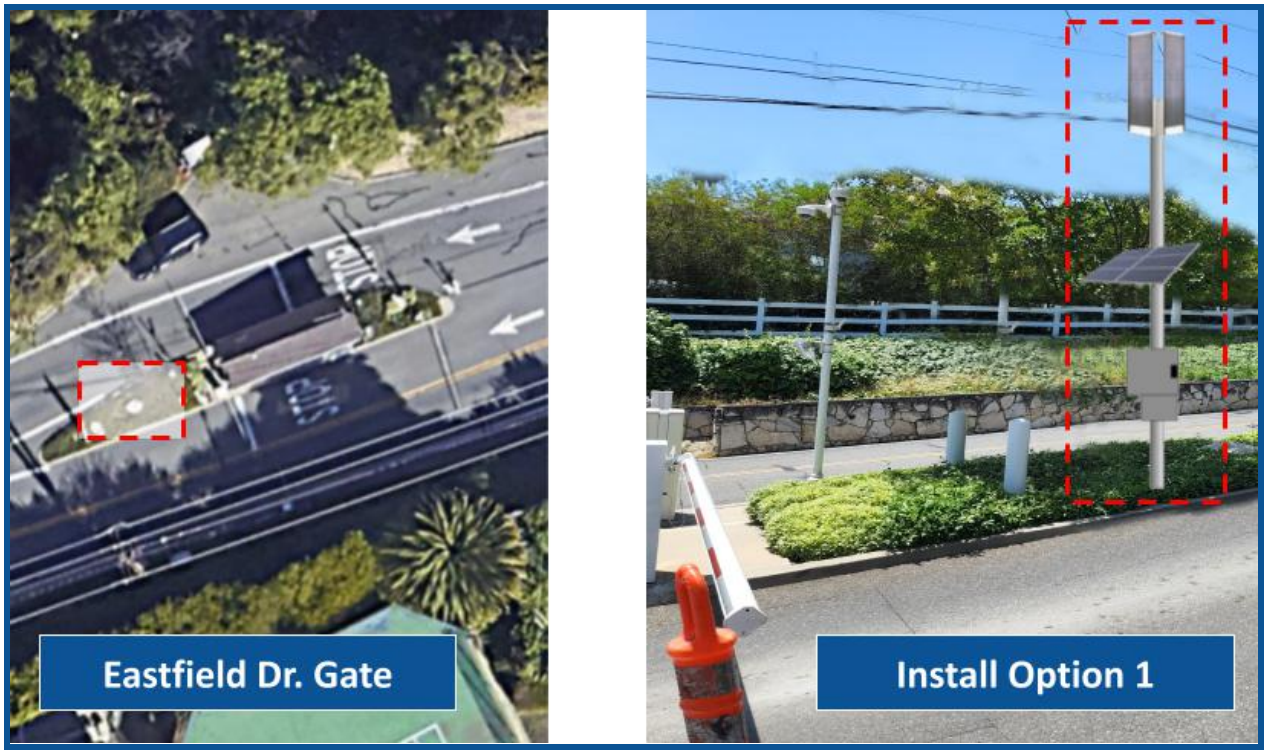


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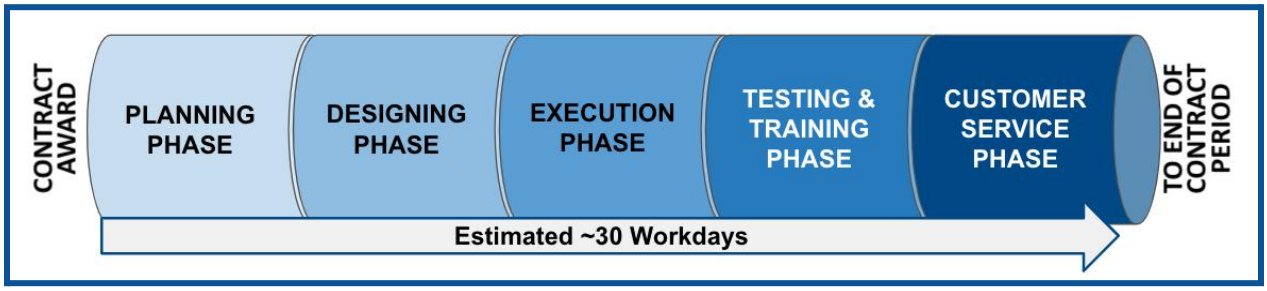


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5.4 Proposed Project Milestones & Package



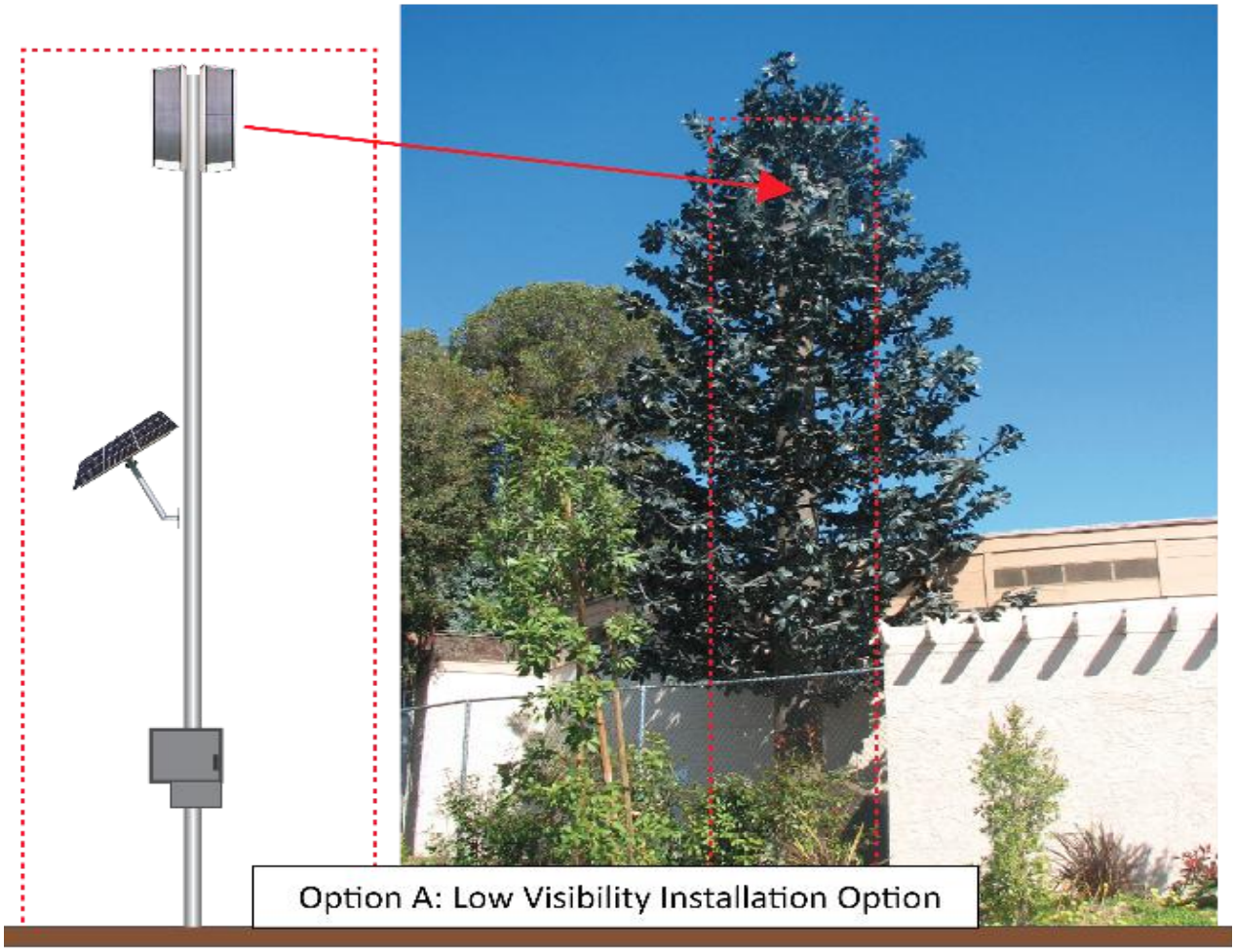
Equipment Required

- (1) SiRcom Central Control Unit (siren activation system)
  - Includes
    - (1) SiRcom SMART Alert Software (SiSA) - Annual Subscription
      - Perpetual License
      - Text-To-Speech Module
      - Auto-Foreign Language Translation Module
      - Electronic Alerting Module
        - Voice Calls
        - SMS Text
        - Emails
        - Social Media Posts
        - FEMA IPAWS
    - FEMA approved and certified software
    - SiRcom Central Controller Server (dell workstation)
    - LCD Monitor
    - Keyboard, Mouse, Mouse Pad
- (3) SiRcom Outdoor Warning Sirens With Vector Line Arrays
  - QTY 3: 139dB Intelligible Outdoor Warning Sirens
  - Mounted on 50' poles
  - Tree Facade (Option)
- (3) SiRcom Control Cabinets
  - Each Control Cabinet Includes
    - Secure Communications:
      - VHF Radio
      - Cellular Communications, SIM Service Perpetual
    - Power:
      - Primary: AC Power
      - 30 Days Power Backup: 220W Solar Power Module, 10 Year 12VDC Sealed Battery
    - Local Activation Module at each siren location

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5.5 Outdoor Warning Siren Pole Tree Facade (Option)

The following are HQE's proposed life-like tree facades can be offered as an option. The facades require little maintenance and will be installed by HQE.



Additional Low Visibility Tree Facade Covering Options





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5.6 Mobile Alert Expeditionary Unit (Si-MAX) Option

The SiRcom Mobile Alert Expeditionary Unit (Si-MAX) and the Mobile Alert Expeditionary Unit Lite (Si-MAX Lite) are two-way emergency mass notification devices.



Si-MAX Unit operates on the SiRcom SMART Alert Software (SiSA). All of the features found on the standard SiSA Emergency Alert Menu will be available on the Si-MAX display. This ensures that any authorized user can access, draft, and transmit emergency notifications while on the move. Si-MAX will communicate the alert message via any WiFi, Cellular, or VHF communications network (annual service cost not included in the proposal pricing).

Key Features of the SiRcom Mobile Alert Expeditionary Unit (Si-MAX)

- Control Features

Alert All Outdoor Sirens	10” Digital Color Display	Touch Screen
Easy To See In Daylight	Digital Keyboard	Secure Log-In
Encrypted Software	Integrated Speaker	GPS Tracking
Continuous SOS Signal	Camera & Mic	

- Power

110VAC (House Power)	12VDC (Car Outlet)	Internal 20 Hour Battery
Solar Battery Panel (Option)		

- Communications

WiFI (Local Internet)	Cellular (4G/5G)	Radio (VHF/UHF)
NFC	Bluetooth	RFID

- Commercial Info

MSRP $2995 / EA	1 YR Warranty	Free Updates

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Si-MAX Lite is a two-way emergency communications device that each residential home can possess. The Si-MAX Lite can be plugged into the resident's home power while not in use. Once an emergency alert notification is transmitted by the local emergency managers and received by the Si-MAX Lite Unit, the resident can take the Si-MAX Lite Unit with them to maintain real-time situational awareness as the emergency event progresses. This device also allows each resident to transmit a GPS signal that can be tracked by The City of Rolling Hills's emergency managers during the emergency. This feature can assist The City of Rolling Hills's emergency response team in getting to the resident quickly to provide assistance or to ensure they are on the safest path out of the danger area. (Not included in the proposal pricing)

Key Features of the SiRcom Mobile Alert Expeditionary Unit (Si-MAX)

- Control Features

3.5" Digital Color Display	Rugged Screen	Easy To See In Daylight
Easy Navigation Button	All Environments	Encrypted Software
Integrated Speaker	GPS Tracking	Continuous SOS Signal

- Power

110VAC (House Power)	12VDC (Car Outlet)	Internal 7 Hour Battery
Solar Battery Panel (Option)		

- Communications

WiFI (Local Internet)	Cellular (4G/5G)	Radio (VHF/UHF)
NFC	Bluetooth	RFID

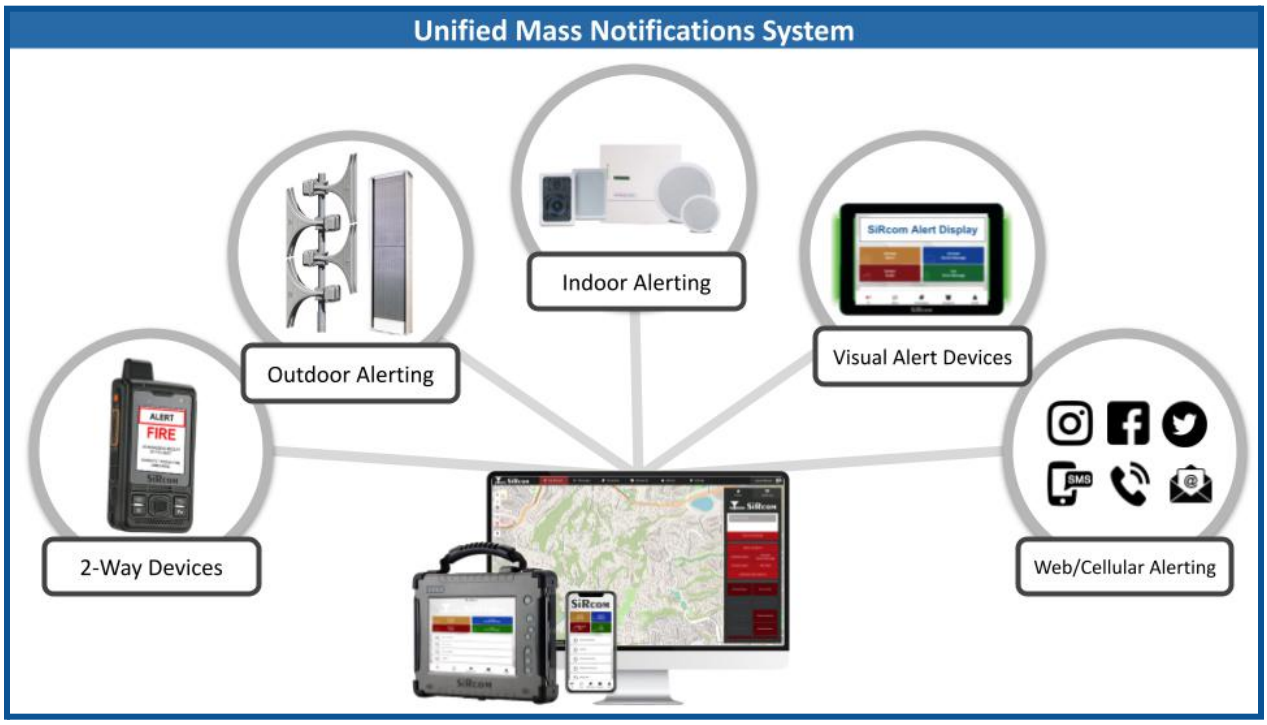
- Commercial Info

MSRP $495 / EA	1 YR Warranty	Free Updates

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6.0 Conclusion of Report

HQE is pleased to conclude this report for The City of Rolling Hills. However, The City of Rolling Hills faces several challenges that were identified by HQE; the solutions being proposed are to mitigate all of the challenges. The report proposes the ideal unique outdoor warning systems installation solution for the City. The solution was designed and proposed after careful analysis of the strengths and weaknesses of the current options in the market today. The SiRcom Mass Notifications System allows The City of Rolling Hills to meet the initial mass alerting requirements and to scale later with any indoor alerting and security systems integrations that the City may require. This proposed solution is genuinely a capability that will allow The City of Rolling Hills to install a solution that will not be outdated due to the modern unified mass notifications system design.



The proposed Mass Notifications System is the world's most comprehensive solution, with multiple redundant alerting channels pre-built into the system. The SiRcom SMART Alert System enables The City of Rolling Hills to provide the desired emergency response alerting if the power or cellular communications have failed. It is a Fully Certified Federal Emergency Management Agency (FEMA) System. The Unified Mass Notifications System solution ensures that The City of Rolling Hills can maximize the resources available in the mission to Save Lives and Protect Property. The unified solution doesn't rely on a single network but on a family of networks to ensure that when the Emergency System is required to perform its purpose, even in the event of power outages, the system WILL WORK!

The proposed solution will provide The City of Rolling Hills with the solution to mitigate the risks faced by the City and Counties of California in the infamous 2020 wildfires. In addition to the actual installation options for the outdoor warning system, HQE would suggest a community outreach program that would allow the residents of the community to talk directly with Mass Notification Systems experts. This will allow The City of Rolling Hills to help the residents better understand why the solution is so important for the life safety program of The City of Rolling Hills.

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

Thank You For Your Continued Support of HQE Systems, Inc.

A Minority Owned, FEMA Certified Service Disabled Veteran Owned Small Business

FULLY CERTIFIED & APPROVED BY:

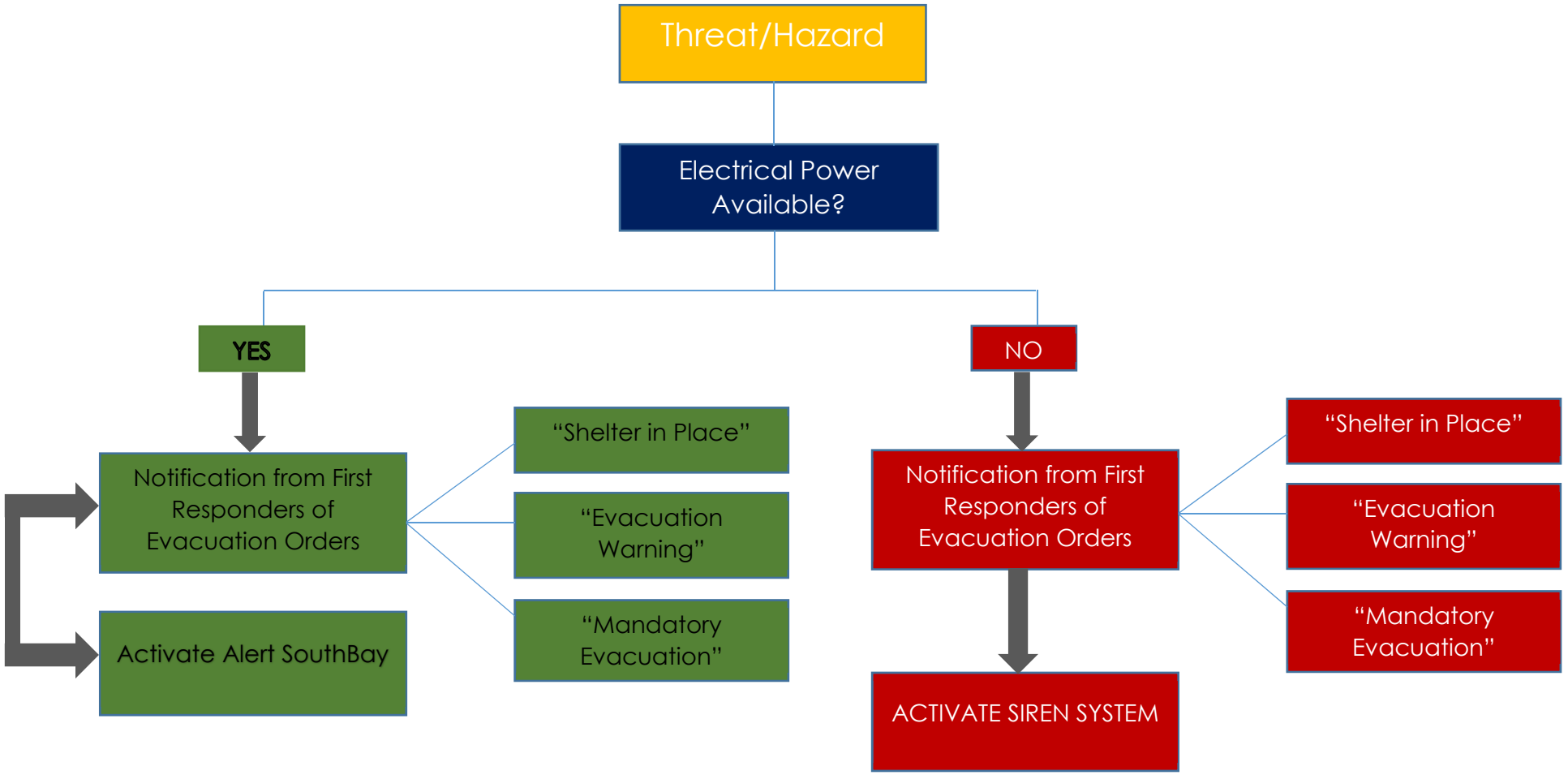
DEPARTMENT OF DEFENSE

FEMA

End of Mass Notifications System Installation Report

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

PROCESS TO ACTIVATE THE OUTDOOR SIREN SYSTEM



Agenda Item No.: 11.B
Mtg. Date: 06/12/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **CONSIDER THE LETTER OF AGREEMENT (LOA) FROM ENERGY SOLUTIONS COMPANY SITELOGIQ AS AN ALTERNATIVE APPROACH TO IMPLEMENT THE CITY HALL CAMPUS BACKUP POWER PROJECT AND DIRECT STAFF TO DRAFT A PROFESSIONAL SERVICES AGREEMENT WITH SITELOGIQ FOR SERVICES.**

DATE: **June 12, 2023**

BACKGROUND:
The City Hall campus was served by a diesel backup power generator but the unit broke down 2019. In late 2020, the City Council commissioned professional expertise to provide options on providing backup power to the City Hall campus, including the Rolling Hills Community Association (RHCA) building and operations.

Between October 2020 and March 2023, the City Council reviewed the options provided by professional architectural and engineering team, assigned the project to the RHCA, reassigned the project back to city staff and finally decided to move forward with the solar panel and battery combination to supply backup power to the City Hall campus.

The architectural and engineering team that developed the solar panel and battery solution estimated the cost to install a system with the following requirements to be $250,000:

- Current City Hall campus demand is based on electric bills for 2020 and 2021
- Supply 24 hours of backup power
- 16 kWh battery backup
- Solar PV system of 75 kW

In March 2023, the City Council directed staff to implement the backup power project. City staff can approach the project conventionally by preparing an engineering design, and advertising the design for construction bids.

In early April 2023, an energy solutions company, SitelogIQ gave a presentation to the City Council, providing an alternate approach to deliver the backup power project. The April 2023

presentation is attached to this report.

SitelogIQ is a licensed General Contractor delivering energy infrastructure programs for State and local governments. In the April 2023 presentation, SitelogIQ discussed available funds from the Federal government, the Inflation Reduction Act (IRA) to offset local government expenditures on energy projects. An energy project involves the installation or modification for improvements of an energy-efficient or renewal energy system.

Via the IRA, the Federal government allows the city to obtain federal tax credit in the form of a direct payment (i.e., rebate) for energy storage (battery), electrical infrastructure, solar, and microgrid controllers. The rebate could be as high as 30% of the project cost provided that the project is completed within a certain timeframe.

In the last four years, city staff has had many success in securing grant funds, or other sources of funds for city projects to offset the use of General Fund. To deliver the backup power project, the current option is to use budget surplus or savings in the General Fund Reserves. In the approach provided by SitelogIQ, the city could potentially save on design engineering cost by sole sourcing the project to SitelogIQ, and offset General Fund expenditures having SitelogIQ assist the city in applying for the rebate provided by IRA.

DISCUSSION:
Since the April 2023 presentation, SitelogIQ provided city staff with a Letter of Agreement (LOA) for consideration. The LOA outlines SitelogIQ's scope of services to develop an energy project that satisfy the city's requirements for $28,500. However if the city enters into a contract with SitelogIQ for the implementation of the project within 60 days after presenting a proposed project, SitelogIQ's fee to develop the proposed project would be waived. Beyond the aforementioned 60 days, the fee paid would be credited toward the project's total implementation cost.

Per SitelogIQ, the California Government Code 4217.10 provides the ability for public agencies to sole source the project delivery to SitelogIQ as long as the requirements of the code section are met.

SitelogIQ will evaluate the City Hall campus to install solar panels, and batteries to provide backup power for City Hall and the RHCA building and operations. Additionally, SitelogIQ will also analyze the potential for energy generation measures, prepare a return on investment analysis, provide budgetary construction estimates, and develop the scopes of work for all energy measures.

Given the recent staff vacancies, the lack of technical expertise on energy projects, the current workload to delivery the CalOES/FEMA Hazard Mitigation Program grants, and the possibility to offset General Fund expenditures for the backup power project, staff recommends that the City Council engage SitelogIQ for services.

SitelogIQ's LOA was reviewed by the City Attorney. Should the City Council approve staff's recommendation, the City Attorney advised to engage the services of SitelogIQ using the city's Professional Services Agreement.

FISCAL IMPACT:
In the proposed budget for Fiscal Year 2023-2024, the Finance/Audit/Budget Committee

recommended to the City Council to allocate $250,000 from the General Fund Reserves for the City Hall Campus Backup Power project. If the recommendation is approved by the City Council, SitelogIQ's fee of $28,500 could be funded using the $250,000 budget allocation. If the City Council decides to have SitelogIQ implement an energy project, the fee of $28,500 would be waived. The total budget of $250,000 can be used to implement the energy project. There could be additional savings if SitelogIQ is able to secure rebates via the Federal Inflation Reduction Act.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230602_SiteLogiQ_LOA.pdf
CL_AGN_230418_SitelogiQ_Presentation.pdf

June 7, 2023

Name: Elaine Jeng
Title: City Manager
Company: City of Rolling Hills
Address: 2 Portuguese Bend Rd, Rolling Hills, CA 90274

RE: Facility Solution Project Feasibility and Letter of Agreement (LOA)

Dear Elaine Jeng:

This Letter of Agreement (LOA) is intended to briefly describe the manner in which SitelogIQ and City of Rolling Hills will work together during the project development process, as well as the obligations of each party with respect to the development process.

Client Identification: City of Rolling Hills

Facility Location(s):

- City Hall - 2 Portuguese Bend Rd, Rolling Hills, CA 90274

Area of Focus:
SitelogIQ will provide a proposal and Facility Solution agreement for the implementation of facility improvements, energy conservation, energy generation, and/or energy management services.

Scope of Services:

A. SitelogIQ will conduct a site visit to the Facility(ies) to perform a physical audit and collect data. The Client will cooperate and collaborate with SitelogIQ during this phase by providing copies of requested data, including (if available): Site and/or system drawings, historical operating data produced or recorded by existing controls or meters, manual logs, and any other data that may be pertinent to this evaluation.

B. Client will also make operational personnel available at reasonable times for in-person and telephone interviews with SitelogIQ to answer questions about existing facilities conditions, operating profile and existing equipment operation.

C. Where operational data is not available to support the analysis, SitelogIQ will utilize standard engineering practices and assumptions to provide a conservative analysis on the potential energy

savings from installing the energy conservation measures.

D. SitelogIQ will also analyze the potential for energy generation measures.

E. SitelogIQ will recommend energy management and/or on-going monitoring services.

F. For each of the targeted Energy Conservation Measures (ECMs), estimated (projected) operating costs will be calculated and then compared to existing operating costs. Existing conditions will be evaluated using data-logged or stipulated and mutually agreed operational schedules.

G. SitelogIQ will prepare a return on investment analysis (consistent with the client's preferred evaluation methods based on agreed upon Economic Criteria noted below).

H. SitelogIQ will provide budgetary construction costs estimates and a summary Scope of Work for all recommended ECMs. Cost estimates will represent a "turnkey" solution. Refer to Attachment A for the list of discussed potential ECM's to be evaluated.

I. The results will be presented to client as a recommended Scope of Work and a financial proforma (such as a Cash Flow) which will include costs and energy savings for the next 25 years with escalation of no more than 6% and including future maintenance & repair costs. As a result, *True Cost of Ownership* is presented to the client for their review and consideration.

Client Responsibilities:
In order for SitelogIQ to provide the services described in this LOA, the Client agrees to provide (or cause its energy suppliers to provide) SitelogIQ with the data requested in Attachment B. In addition, Client shall execute Attachment C ("Utility Authorization Form") to provide access to Client's Utility account information.

Development Efforts:
Client acknowledges that SitelogIQ will incur considerable expense in developing the Project. This expense includes the cost to by SitelogIQ's development team, the cost to visit the Site, and the cost to prepare the financial proforma. SitelogIQ is acting hereunder as an independent contractor and not as an agent or employee of the Client. SitelogIQ shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Client.

Ownership of Work:
All work products, including all proforma's, schedules, and scope of work documentation provided by SitelogIQ, will only become the property of the Client upon execution of a binding, irrevocable contract between the Client and SitelogIQ for the implementation of the ECMs proposed by SitelogIQ. Notwithstanding the foregoing, to the extent that any tangible work documentation produced by SitelogIQ contains SitelogIQ's pre-existing materials (including but not limited to templates, forms, and other SitelogIQ -created materials), SitelogIQ will remain the sole and exclusive owner of all such pre-existing materials.

Interconnection Application:

If applicable, SitelogIQ may request important Distribution System information from the local utility regarding planned solar interconnection points, **prior** to submitting an Interconnection Application during construction of a Solar Generation PV Array. The purpose is to avoid or address early in the design phase any existing utility infrastructure that may prohibit or delay the construction of a Solar Generation PV Array at any of the listed locations below.

- Rolling Hills Community Association - 1 Portuguese Bend Rd, Rolling Hills, CA 90274
- City Hall - 2 Portuguese Bend Rd, Rolling Hills, CA 90274

Complete Interconnection Application Report:
Provides a readily available level of Distribution System data.

Development Fee:
SitelogIQ will develop the Project for the firm, fixed fee of $28,500.

If applicable, Fee assumes one interconnection submittal and one review with the utility. New NEM 3.0 interconnection guidelines and available grid capacity may require additional submittals and interconnection Fees up to $3,500 per site (not included in the Service Fee). Any additional fees will be passed through to client.

In the event that the Client enters into a contract with SitelogIQ for the implementation of the ECMs within 60 days after presenting the Proposal, then SitelogIQ's Fee to develop the Proposal will be waived. If the Client enters into a contract with SitelogIQ at a later date, the Development Fee paid by the Client will be credited toward the project's total implementation cost.

If SitelogIQ cannot meet the Economic Criteria Client will not compensate SitelogIQ for its LOA fee.

Economic Criteria:
The Client has represented to SitelogIQ that Client agrees to move forward with the project if the project is shown to reduce the operational expenses at the site over the useful life of the project. The main financial objectives of the project are as follows:

1. Provide a self-funded program, which pays for itself through expense reductions and minimizes the Client's contribution and meets the requirements of California Government Code 4217.10 et seq.(Remove for C&I or outside CA)

This LOA shall be construed and enforced in accordance with the laws of the State of California without regard to principles of conflicts of law.

If you agree with the provisions set forth in this LOA, kindly sign and date the LOA below and return one fully-executed copy to my attention. Thank you again for providing SitelogIQ with the opportunity to work on this important initiative.

Acceptance of Letter of Agreement

This agreement is between The City of Rolling Hills and SitelogIQ, Inc.

Client:	SitelogIQ
Name:	Name:
Title:	Title:
Date:	Date:

Attachment A:
Potential Facility Improvement, Energy Conservation, Energy Generation, and Energy Management Measures to be considered

1. Exterior Lighting Retrofits
2. Solar-Photovoltaic systems
3. Energy storage
4. Microgrid for Resiliency
5. Electric Vehicle Charging

Attachment B:

Pre-audit Information Request

#	Must Have	Nice to Have
Utility Information		
1	Gas, Water, Oil, Other: Utility supplier and contact	all data in excel format; 3 to 5 years. Customer Access through Utility API.
2	Summary of monthly usage and cost (1 year minimum, 3 years preferred)	Utility Rate structures
4	What are the interconnection or other major electrical codes that we need to be aware of, e.g., for islanding from the utility, for connecting to a substation, etc.	Utility Meters: main & sub-meters- layout drawing, locations, areas they feed
5	What is the power rating of equipment (Volts, Amps, Hz)?	
Facility Information		
1	Age, Total building area (sq. feet.), Conditioned Area, window area, number of rooms, common facilities	Roof type & age, window type & age, any window films, etc?
2	Operation schedule, monthly occupancy data	
3	Complete set of building plans (original & as-builts); at a minimum, overall architectural plan, main mechanical schedule, electrical single-line diagram;	Please scan & pdf all the building as-built drawings.
4	Any problems regarding guest comfort (humidity, hot/cold areas, mold, etc.)	Equipment Maintenance logs & schedule (indicate recurring problems)
5	Any major renovation projects in the last 3 years? Or plans to renovate	Air balance report, Facility Assessment Plan


City of Rolling Hills
Energy & Resiliency Program
sitelogiq

SITELOGIQ INTRODUCTION

SitelogIQ is a licensed General Contractor delivering world-class energy, renewable, and infrastructure programs for **State & Local Governments**.

Single-source of accountability and responsibility from conception to completion.



Josh Steeber
Local Government Relations Executive
M: (949) 432-0689
E: josh.steeber@gmail.com

400+ Employees

$5 Billion Constructed

11,000 Customer Sites

$1 Billion Saved in Energy & Ops

ANAHEIM

CITY OF PALMDALE

INDIAN WELLS CALIFORNIA

CITY of CALABASAS

City of Thousand Oaks

City of Santa Ana Celebrating 150 Years

The City of Santa Ana



WHY ARE CITIES IMPLEMENTING ENERGY PROGRAMS?

CITY GOAL'S

WHAT IS A MICROGRID?

ENERGY STORAGE + EV CHARGING DEPLOYMENT

FUNDING OPPORTUNITIES

PROGRAM ACCOMPLISHMENTS

ROADMAP TO RESILIENCY

AGENDA

WHY ARE CITIES IMPLEMENTING ENERGY PROGRAMS?

sitelogiQ® Efficiency Powered by Intelligence

WHAT IS AN ENERGY PROJECT?

An energy project involves the installation or modification for improvements of an energy-efficient or renewable energy system.

WHY DO IT?

Repurpose funds spent on utility bills to pay for critical infrastructure upgrades.



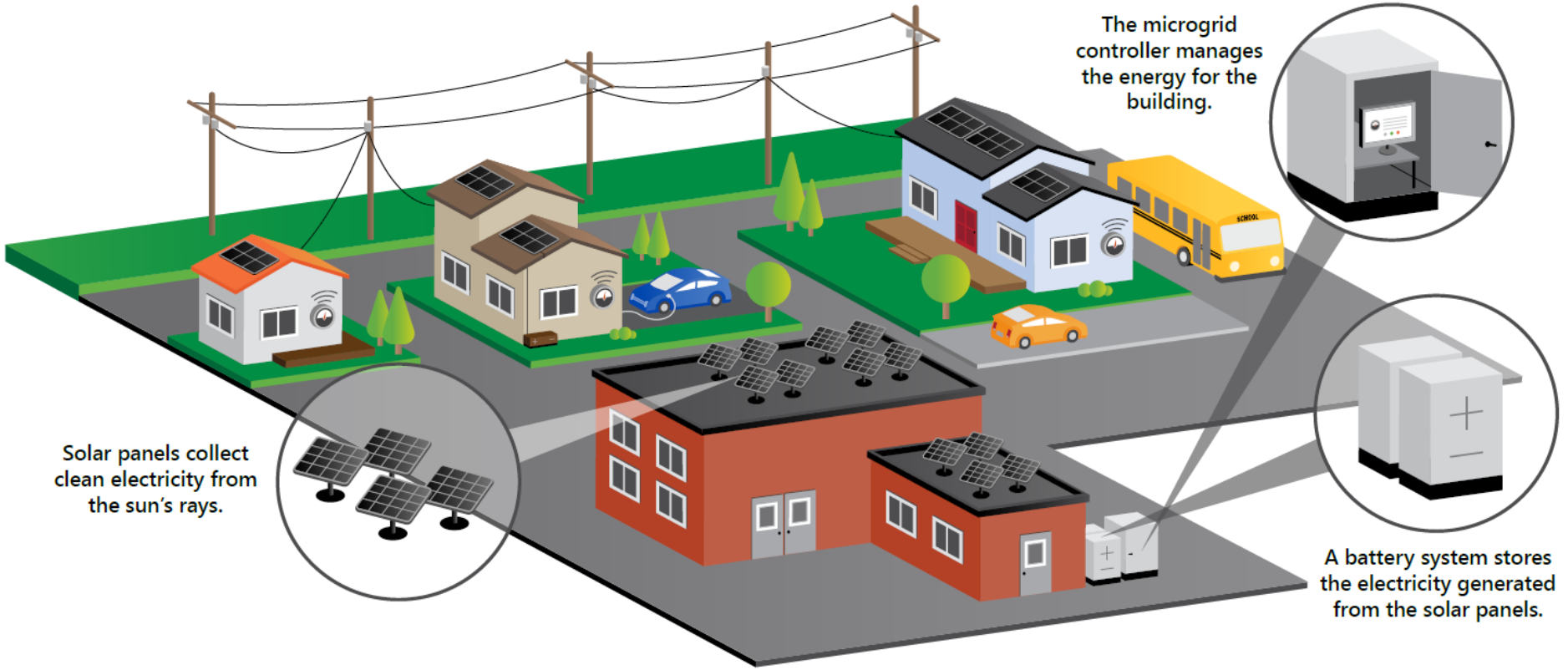
CITY GOAL'S

- Quality of Life
- Seen as Forward Thinking
- Resilient
- Sustainability
- _____
- _____
- _____



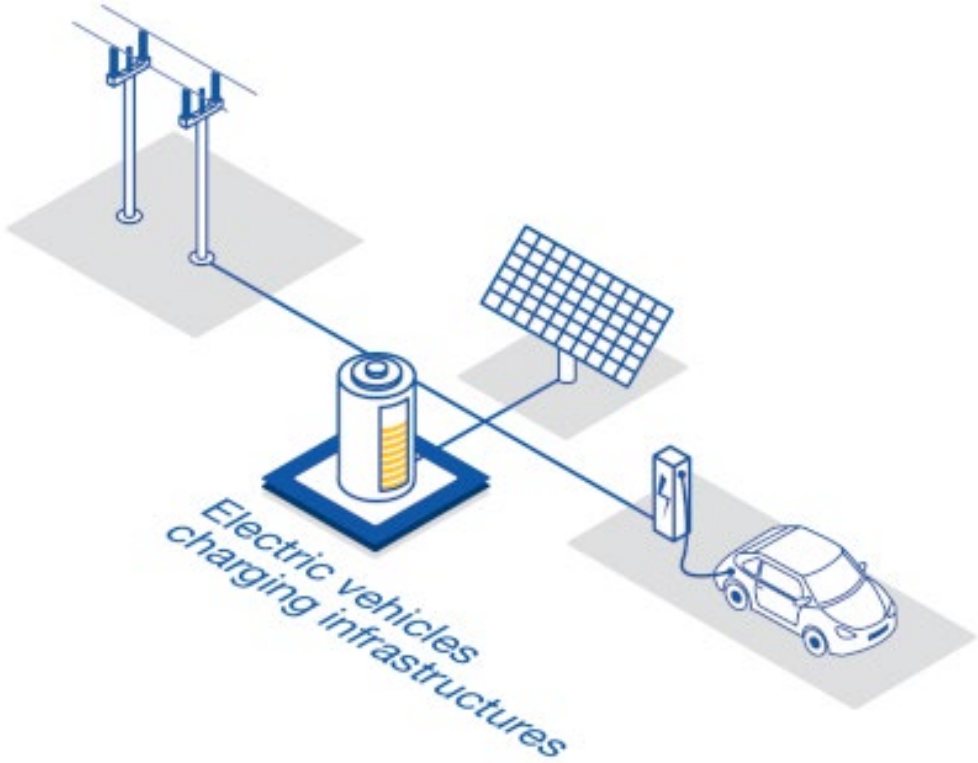
WHAT IS A MICROGRID?

A microgrid is a local electrical grid with defined electrical boundaries, acting as a single and controllable entity.



ENERGY STORAGE + EV CHARGING DEPLOYMENT

- Potential challenge: limited capacity
- Energy Storage
  - Grid reinforcement
  - Demand management
- Vehicle to Grid (V2G)
- Distributed resiliency



FUNDING OPPORTUNITIES

FEDERAL

STATE

LOCAL

Inflation Reduction Act (IRA) ~ Federal Government

Allows the District to OBTAIN THE FEDERAL TAX CREDIT in the form of a “Direct Payment” (i.e. rebate) for energy storage (battery), electrical infrastructure, solar, and microgrid controllers.

There are additional credits for:



PROGRAM ACCOMPLISHMENTS

- Renewable Generation Stewardship
- Resilient City Campus
- Compliant CA GC4217.10-18
- $7,000 Year Energy Savings
- Inflation Reduction Act 30% Contribution
- EV Charging Infrastructure/Vehicle 2 Grid
- Ribbon Cutting Ceremony
- _____
- _____
- _____



ROADMAP TO RESILIENCY

Microgrid Assessment & Implementation Plan

Funding Opportunities Assessment

Stakeholder Workshop

sitelogiQ®
Efficiency Powered by Intelligence

Thank You

Josh Steeber
Local Government Relations Executive

M 949.432.0689

E josh.steeber@sitelogiq.com

Agenda Item No.: 11.C
Mtg. Date: 06/12/2023

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: **APPROVE A WITHDRAWAL FROM REQUEST FOR TIME SCHEDULE ORDER FOR MACHADO LAKE TOTAL MAXIMUM DAILY LOADS FROM LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD**

DATE: **June 12, 2023**

BACKGROUND:

In June 2017, the City of Rolling Hills prepared and submitted for Regional Board staff review a combined implementation plan to satisfy the implementation planning requirements for both the Machado Lake Nutrient and Pesticides & Polychlorinated Biphenyls (PCBs) and the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants Total Maximum Daily Loads (TMDLs) established by the Regional Board, and also to support attainment of water quality objectives for the Santa Monica Bay TMDLs.

TMDL represents the maximum amount of a pollutant that a body of water can receive without violating water quality standards. This plan was developed to meet the TMDL implementation planning requirements since the City had not participated in the Palos Verdes Peninsula Enhanced Watershed Management Program (EWMP) due to limited public infrastructure and lack of opportunities for regional projects within the City of Rolling Hills.

The request for a Time Schedule Order (TSO) for Machado Lake began in 2018 was the first request for the Machado Lake Nutrient TMDL. In 2021, the request was updated into a combined request for the Machado Lake Nutrients and Pesticide & PCBs TMDL and the City of Rolling Hills has since joined the Peninsula EWMP. Due to changes with control measure implementation, the Regional Board requested the Palos Verdes Peninsula Water Management Group (WMG) which oversees the Peninsula EWMP to either withdraw or provide an update of the TSO request for the Machado Lake Nutrient TMDL and the Machado Lake Toxics TMDL.

Rolling Hills participated in both of those requests with involvement from the City Council.

Rolling Hills continued in the TSO request until the Regional Board approved the updated Peninsula EWMP demonstrating Rolling Hills retains the 85th percentile, 24-hour runoff volume. Each of the requests were submitted shortly before the final deadlines for compliance for each of those respective TMDLs. Both TMDLs for Machado Lake are now past-due.

The attached letter is a request withdrawing the City from participation in the joint request for Time Schedule Order (TSO) by the Peninsula WMG. The Peninsula Group has not yet moved forward on revising the TSO request to address Regional Board comments.

DISCUSSION:
The withdrawal letter has been prepared to notify the Los Angeles Water Quality Control Board (LA Water Board) of the City's desire to withdraw from the joint request for a TSO for the Machado Lake Nutrients and Pesticides TMDLs previously submitted by the Peninsula WMG.

The City is demonstrating compliance with final water quality-based effluent limits (WQBELs) and receiving water limitations through deemed compliance via retention of all conditionally exempt, non-essential non-stormwater and stormwater runoff up to and including the volume equivalent to the 85th percentile, 24-hour rain event for its drainage areas tributary to Machado Lake as provided for in Order R4-2021-0105 Part X.B.2.b.iii. The City is also implementing its required actions and schedules in the approved Peninsula WMG Program in accordance with the conditions of approval provided by the LA Water Board.

The Peninsula WMG has received comments from the LA Water Board on the second combined request last year indicating that the information in the request is insufficient to allow issuance of the TSO. The Peninsula Group is going to be submitting a revised request sometime in the next couple of months to try to 'cure' the objections of LA Water Board staff to try to arrive at something they can approve.

Now that the City of Rolling Hills has received deemed compliance with the Machado Lake TMDLs via its retention of the 85%, 24-hr storm runoff with the Watershed Management Program conditional approval, it no longer needs a TSO, so the appropriate time to withdraw its request is anytime up to when the Peninsula WMG submits the revised request.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_MS4_TSO_RollingHillsWithdrawalTSORequest_D.pdf
PW_MS4_221019__LARWQCB_PVP_WMP_TSO_ConditionalApproval.pdf
PW_MS4_220317_LARWQCB_PVP_WMG_TSO_Review_Letter.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

June 13, 2023

Susana Arredondo, Executive Officer
California Regional Water Quality Control Board
Los Angeles Region
320 W. 4th Street, Suite 200
Los Angeles, CA 90013

Via email: MS4stormwaterRB4@waterboards.ca.gov

Attention: Dr. LB Nye (LB.Nye@waterboards.ca.gov)
Ivar Ridgeway (Ivar.Ridgeway@waterboards.ca.gov)

Subject: Withdrawal from Request for Time Schedule Order for Machado Lake TMDLs

Dear Ms. Arredondo:

The City of Rolling Hills (Rolling Hills or City) is respectfully transmitting this letter to notify Los Angeles Regional Water Quality Control Board (LA Water Board) staff of its desire to withdraw from the joint request for a Time Schedule Order for the Machado Lake Nutrients and Pesticides & PCBs TMDLs previously submitted by the Palos Verdes Peninsula Watershed Management Group.

The City is demonstrating compliance with final WQBELs and receiving water limitations through deemed compliance via retention of all conditionally exempt, non-essential non-stormwater and stormwater runoff up to and including the volume equivalent to the 85th percentile, 24-hour rain event for its drainage areas tributary to Machado Lake as provided for in Order R4-2021-0105 Part X.B.2.b.iii. The City is also implementing its required actions and schedules in the approved Palos Verdes Peninsula Watershed Management Program in accordance with the conditions of approval in the LA Water Board staff letter dated October 19, 2022.

Please contact John Signo or me at 310-377-1521 or via email (EJeng@CityofRH.net and JSigno@CityofRH.net) if you have any questions.

Sincerely,

Elaine Jeng, P.E.
City Manager

DRAFT

Los Angeles Regional Water Quality Control Board

October 19, 2022

Via Email Only

Permittees of the Palos Verdes Peninsula Watershed Management Group[1]

APPROVAL, WITH CONDITIONS, OF THE PALOS VERDES PENINSULA WATERSHED MANAGEMENT PROGRAM (WMP) PURSUANT TO THE REGIONAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR THE LOS ANGELES REGION (NPDES PERMIT NO. CAS004004; ORDER NO. R4-2021-0105)

Dear Palos Verdes Peninsula Watershed Management Group:

This letter (1) conditionally approves the Watershed Management Program (WMP) submitted by the Palos Verdes Peninsula Watershed Management Group (Group) subject to additional revisions of the WMP, (2) reviews compliance metrics for waterbody pollutant combinations (WBPCs) and (3) specifies additional requirements including requirements for an updated adaptive management process.

1) Review of Watershed Management Program

The Regional MS4 Permit (Order No. R4-2021-0105) authorizes discharges from the MS4 operated by 99 municipal Permittees within the coastal watersheds of Los Angeles and Ventura Counties (hereafter, Regional MS4 Permit or Order). The Regional MS4 Permit became effective on September 11, 2021. The Regional MS4 Permit allows the Permittee(s) the option to use a Watershed Management Program (WMP) to implement many of the permit's requirements through customized strategies, control measures, and best management practices (BMPs).

Pursuant to the State Water Resources Control Board (State Water Board) WQ Order No. 2020-0038 and the Los Angeles County MS4 Permit Order No. R4-2012-0175, the Group submitted to the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board or Board) a revised draft WMP dated June 30, 2021. Because the Regional MS4 Permit carries over many of the provisions from Order No. R4-2012-0175 and incorporates the required elements of Order No. 2020-0038, and because it is the

[1] Permittees of Palos Verdes Peninsula Watershed Management Group include Los Angeles County, Los Angeles County Flood Control District and the Cities of Palos Verdes Estates, Ranch Palos Verdes, Rolling Hills Estates, and Rolling Hills.

currently effective permit, the Los Angeles Water Board reviewed the WMP per Part IX of the Regional MS4 Permit.

Public Review and Comment

On December 21, 2021, the Los Angeles Water Board provided public notice and a 76-day period to allow for public review and comment on the WMPs submitted by June 30, 2021. The Board received one joint comment letter from Heal the Bay, the Los Angeles Waterkeeper, and the Natural Resources Defense Council, which generally applied to all WMPs. These comments were considered during staff's review of the WMPs.

Conditions of Approval

Pursuant to Part IX.G.3.a of the Order, the Watershed Management Program and Reasonable Assurance Analysis (RAA) are required to be consistent with the requirements of the Regional MS4 Permit. On March 24, 2022, an email was sent to the Peninsula WMG with preliminary questions and concerns regarding the Peninsula WMP. On April 6, 2022, a second email was sent to the Group that provided additional comments and questions. Subsequently, Los Angeles Water Board staff met with the Peninsula WMG on April 11, 2022, to discuss the required revisions to the WMP. The Los Angeles Water Board received the Group's second revised WMP dated May 13, 2022. The Los Angeles Water Board hereby approves the Group's WMP, under the condition that the WMP is revised to address the following requirements:

1. The Board recognizes that the City of Rolling Hills intends to retain the runoff volume from the 85th percentile, 24-hour storm; however, the drainage areas within the City of Rolling Hills should still be identified. In Figure 1-1 on page 1-3 and in Figure 3-1 on page 3-10, shade the City of Rolling Hills jurisdictional area to show the watershed management area(s) to which it drains and include the streams to be consistent with the other jurisdictions' watershed areas on the map.
2. In Section 1.3.1 on page 1-4, in the fourth paragraph, update the reference to the current 303(d) list to the 2020-2022 303(d) list of impaired waterbodies approved on May 11, 2022.
3. Remove footnote 16 from Section 2.2, Dominguez Channel page 2-3. The Los Angeles Water Board notes that per the Amended Consent Decree entered in United States v. Montrose Chemical Corp., Case No. 90-3122 AAH (JRx), the Los Angeles Water Board released some local agencies from liability for natural resource damages and for specific response costs related to releases of DDT and other hazardous substances from the Montrose DDT Plant. This Amended Consent Decree does not apply to all toxic pollutants covered by the Dominguez Channel Toxics TMDL. Further, nothing in the Amended Consent Decree bars the State from requiring compliance with the Clean Water Act, including compliance with NPDES permits issued thereunder. According to Attachment J of the Regional MS4 Permit, the Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters Toxic Pollutants TMDL, including the water quality-based effluent limits (WQBELs) in Attachment P, Part II of the Order, apply to the Group.

4. In Section 2.3.1 on page 2-30, update the second paragraph and Table 2-16 to include the land uses for the City of Rolling Hills.
5. In Section 2.3.2 on page 2-48, in the first sentence of the second paragraph delete the word "limited."
6. Update the Torrance Airport Stormwater Basin Project Phase II BMP volume on Table 3-20: Summary of Modeled Regional BMPs, and update the WMP to be consistent with the most current volume and project details (including related figures).
7. In Table 4-22 on pages 4-4 and 4-5, replace the values in the two **Bacteria (*E. coli*)** rows for Analysis Regions WD-1 and WD-Solano with "n/a". Update the second sentence of footnote 1 to say, "For WD-1 and WD-Solano, bacteria was originally modeled using an incorrect receiving water limitation. Therefore, it is not included in the table, since the 85th percentile, 24-hour storm volume is selected". Make this footnote edit again in Appendix 4.1 RAA Table 11 and update the entire WMP to be consistent with the footnote (e.g., edit the first bullet point on page 4.2-2).
8. Add a new table to Section 4.2 that compares the target load reduction summaries in Table 4-21 and Table 4-22, and the management volumes in Table 4-23, with the summary of BMP volumes for modeled regional BMPs in Table 3-20, as well as any modeled volumes for distributed BMPs, to show how the RAA-recommended projects will meet the target load reductions for each subwatershed and city.
9. In Section 9, Adaptive Management Process, update the reference in number 1 of the list to refer to the Regional MS4 Permit and any other outdated references to the 2012 LA County MS4 Permit.
10. Correct internal referencing of tables and figures throughout the WMP. In many places the text references to table or figure numbers do not match the actual table or figure number. Additionally, for clarity, we would suggest either simple sequential numbering throughout the document, or numbering within each section. The document seems to employ a hybrid approach. For example, Table 3-1 is labeled Table 3-20 and follows Table 2-19, and Figure 2-1 is labeled Figure 2-2 and follows Figure 1-1. These are just a few examples.

The Board may rescind this approval if any of the conditions in this letter are not met to the satisfaction of the Board within the timeframe provided below. Pursuant to Part IX.G.4 of the Order, if the necessary revisions are not appropriately made, the Group shall be subject to all requirements in the Order except those requirements pertaining to Watershed Management Programs upon disapproval by the Los Angeles Water Board.

The Peninsula WMG shall submit a final WMP to the Los Angeles Water Board that satisfies all of the above conditions no later than **December 19, 2022**. The final WMP must be submitted electronically by uploading the files in a Folder with the name of the Group to the FTP site using the following credentials:

FTP site: https://ftp.waterboards.ca.gov
Username: RB4MS4-Upload
Password: RB4-bmBb3Z

Pursuant to Parts IX.C.1 and IX.G.3.c of the Order, **the Peninsula WMG shall implement their approved WMP immediately.** The Group is subject to all applicable compliance schedules in Part IV.B and Attachments K through S of the Order.

Approval of the Group's WMP, subject to the conditions above, reinstates the Group's deemed compliance status, per the Board's February 25, 2022 letter on the Group's June 30, 2021 status of compliance demonstration, for the WBPCs identified in section 2.1.

To the extent allowed by law, it is not the intent of Board staff to take enforcement action resulting from the temporary loss of deemed compliance status for the WBPCs identified in section 2.1.2 below for the period of July 1, 2022 to the date of this conditional approval.

2) Compliance Determinations

2.1 Compliance Determination for WBPCs other than Trash

2.1.1 Compliance Metric: Pursuant to Part IX.B.7.h of the Order, the WMP is required to specify the expected volume capture, load reductions, or other compliance metric(s) at regular milestones, and the methods by which these reductions will be measured and demonstrated for each WBPC and supported via the RAA. Based on the information provided in the WMP, and pending revision of the WMP to address the conditions of this approval letter, the Board will determine deemed compliance with the Group's WMP based on the following compliance metric(s) with the approved compliance schedule:

- The cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills Estates the County of Los Angeles (for the unincorporated areas within the Palos Verdes Peninsula WMP) and the Los Angeles County Flood Control District will comply with Table 4-23: Peninsula EWMP RAA Summary and Table 5-24: Structural TCM Implementation Schedule

  These permittees must demonstrate compliance with final WQBELs and receiving water limitations through the direct demonstration of compliance options outlined in Part X.B.2.a of the Order or revise the WMP to include structural BMPs that retain all non-stormwater runoff and the volume of stormwater runoff from the 85th percentile 24-hour storm event.

  Per Attachment P, Part IV.C.2, of the Order, the cities of Palos Verdes Estates, Rancho Palos Verdes, and Rolling Hills Estates did not receive approval to comply with alternative mass-based water quality-based effluent limitations for total nitrogen and total phosphorus allowed by the Machado Lake Nutrient TMDL. Therefore, these Permittees shall comply with the final monthly average concentration-based water quality effluent limitations for total nitrogen and total phosphorus per Attachment P, Part IV.C.1.

The City of Rolling Hills will comply with the measures described in Section 3.5.2, 85th Percentile, 24-hour Runoff Retention Areas. The City shall continue to monitor flow in Sepulveda Canyon at the Middleridge Road crossing culvert to demonstrate that the 85th %, 24-hr storm event is retained.

2.1.2. WBPCs Eligible for Deemed Compliance Through Alternative Demonstration of Compliance: Based on the below criteria, the following WBPCs will receive deemed compliance up to the applicable final compliance deadline if the actions and schedules specified in the WMP are attained as outlined in Parts X.B.1.b and X.B.2.b of the Order and pending revision of the WMP to address the conditions of this approval letter:

- Wilmington Drain for *E. coli* indicator bacteria;
- Inner Los Angeles Harbor for copper, lead, zinc, total DDTs, total PAHs, and total PCBs; and
- Cabrillo Marina for copper, lead, zinc, total DDTs, total PAHs, and total PCBs.
- In the City of Rolling Hills, only:
  - Santa Monica Bay for total DDTs, total PCBs, arsenic, and mercury;
  - Santa Monica Bay Beaches for the indicator bacteria total coliform, fecal coliform and enterococcus, total DDTs, and total PCBs; and
  - Machado Lake for total nitrogen, total phosphorus, total DDTs, DDT (all congeners), DDE (all congeners), DDD (all congeners), total PCBs, total chlordane and dieldrin.

Any WBPCs that are not listed above are not eligible for deemed compliance for the following reasons: (a) for Category 1 WBPCs with interim deadlines, the WMP proposes watershed control measures for which there are no quantitative analysis that satisfy the RAA requirements, (b) the final TMDL deadline(s) have past and there is no approved Time Schedule Order (TSO) or retention of all non-stormwater runoff and the volume of stormwater runoff from the 85th percentile 24-hour storm event, (c) the WMP proposes implementing baseline Permit requirements only, and/or (d) the WMP does not propose implementing additional BMPs and proposes to demonstrate compliance though monitoring.

2.2 Compliance Determination for Trash WBPCs

Trash WBPCs are not eligible for deemed compliance under the WMP. For Trash WBPCs, compliance shall be determined as outlined in Part X.C of the Order.

(3) Other Requirements

Adaptive Management

Pursuant to Part IX.E.1 of the Order, the Permittee(s) shall implement an adaptive management process for each approved WMP. An adaptive management process is a periodic, comprehensive program evaluation, including re-analysis of data and/or

modeling, and modification process to determine progress toward achieving WQBELs and receiving water limitations and to adapt the Watershed Management Program to become more effective at achieving WQBELs and receiving water limitations. Pursuant to Part IX.E.4 of the Order, Permittee(s) shall submit the results of the adaptive management process with the Permittees' Report of Waste Discharge (ROWD) to the Los Angeles Water Board no later than **March 15, 2026**.

Per Part IX.E.3 of the Order, the adaptive management process fulfills the requirements in Part V.D of the Order to address continuing exceedances of receiving water limitations.

WMP Modifications

As indicated in Part IX.E.2 of the Order, based on the results of the adaptive management process, the Permittee(s) may propose WMP modifications necessary to improve the effectiveness of the WMP. The Permittee(s) shall clearly identify any WMP modification proposals in their submittal of the adaptive management results.

Additionally, per Part IX.C.2 of the Order, notwithstanding Part IX.E (Adaptive Management) of the Order, the Permittee(s) may propose WMP modifications at any time during the term of the Order, as necessary as a standalone request. As explained in Attachment H of the Order, the Permittee(s) cannot submit WMP modification requests as part of the Annual Report. The Permittee(s) shall provide separate written requests explaining the nature of the proposed modification and justification for consideration by the Los Angeles Water Board.

Receiving Water Limitations Compliance Report

Per Part IX.B.9.c.iv of the Order and Part XIV.C.4 in Attachment E of the Order, implementation of actions to address water quality priorities in a Watershed Management Program related to addressing exceedances of receiving water limitations in Part V (Receiving Water Limitations) of the Order which is not otherwise addressed by TMDLs in Part IV of the Order and Attachments K through S, fulfills the requirements in Part V.C of the Order to prepare a Receiving Water Limitations Compliance Report.

If you have any questions, please contact Susana Vargas with the Municipal Stormwater Permitting Unit by email Susana.Vargas@waterboards.ca.gov or phone (213) 576-6688. Alternatively, you may also contact Ivar Ridgeway, Municipal Stormwater Permitting Unit Supervisor by email at Ivar.Ridgeway@waterboards.ca.gov or by phone at (213) 620-2150.

Sincerely,

R Purdy Digitally signed by R Purdy Date: 2022.10.19 10:28:46 -07'00'

Renee Purdy
Executive Officer

cc: Tim Jonasson, City Engineer, Palos Verdes Estates
Ken Rukavina, Community Development Director, Rancho Palos Verdes
John Signo, Planning and Community Services, Rolling Hills
Christian Horvath, Senior Management Analyst, Rolling Hills
David Wahba, Public Works Director, Rolling Hills Estates
Haris Harouny, Department of Public Works, Los Angeles County
Maryam Adhami, Department of Public Works, Los Angeles County
Thuan Nguyen, Department of Public Works, Los Angeles County
Jalaine Verdiner, Department of Public Works, Los Angeles County
Annelisa Ehret Moe, Heal the Bay
Benjamin Harris, LA Waterkeeper
Corinne Bell, Natural Resources Defense Council

Los Angeles Regional Water Quality Control Board

March 17, 2022

Via Email Only

Ms. Deborah Chankin
Public Works Director
Palos Verdes Estates
340 Palos Verdes Drive West
Palos Verdes Estates, CA 90274

Mr. Ron Dragoo
City Engineer
Ranch Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

Ms. Elaine Jeng
City Manager, Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Mr. Greg Grammer
City Manager, Rolling Hills Estates
4045 Palos Verdes Drive North
Rolling Hills Estates, CA 90274

Mr. Russ Bryden
County of Los Angeles
900 South Fremont Avenue
Alhambra, CA 91803

Mr. Mark Lombos
Los Angeles County Flood Control District
900 South Fremont Avenue
Alhambra, CA 91803

REVIEW OF UPDATED REQUEST FOR A TIME SCHEDULE ORDER FOR PERMIT REQUIREMENTS RELATED TO THE MACHADO LAKE NUTRIENTS TMDL AND MACHADO LAKE PESTICIDES AND PCBs TMDL; REGIONAL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT (ORDER NO. R4-2021-0105, NPDES PERMIT NO. CAS004004)

Dear Palos Verdes Peninsula Watershed Management Group:

On December 1, 2021, the cities of Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates, the County of Los Angeles, and the Los Angeles County Flood Control District, collectively referred to as the Palos Verdes Peninsula Watershed Management Group (Peninsula WMG) submitted an updated request for a Time Schedule Order (TSO) for requirements related to the Machado Lake Nutrients Total Maximum Daily Load (Nutrients TMDL) and the Machado Lake Pesticides and PCBs TMDL (Toxics TMDL) contained in the Regional MS4 Permit. Staff of the Los Angeles Regional Water Quality Control Board (Los Angeles Water Board or Board) has thoroughly reviewed and evaluated the Peninsula WMG's TSO request. The Los Angeles Water Board is committed to supporting TSO requests that are sufficiently detailed and which adequately demonstrate that the specific actions proposed are likely to achieve compliance with permit requirements.

Based on Board staff's review, the TSO request does not provide adequate detail regarding the Peninsula WMG's commitments to specific actions and associated time schedules that will ensure compliance with permit requirements. The discussion that follows explains Board staff's rationale in reaching this conclusion and where revisions to the TSO request are needed.

The only fully planned regional project identified in the TSO request is the Torrance Airport Stormwater Basin Project, Phase II. This project is located within the City of Torrance and will be constructed by the City of Torrance. Torrance received funding from the Safe Clean Water Program for full design of the Torrance Airport Stormwater Basin Project, Phase II. The project includes diversion of captured flow to the sanitary sewer and ultimately to the Joint Water Pollution Control Plant in the City of Carson. The agencies with tributary area to this planned regional project are the cities of Torrance, Palos Verdes Estates, Rancho Palos Verdes, Rolling Hills, and Rolling Hills Estates, and unincorporated Los Angeles County. The Peninsula WMG proposed a completion date of 2024 for design and permitting, and a construction completion date of 2027.

The Peninsula WMG proposed three other regional projects that are in the early stages of planning. These proposed projects are the Palos Verdes Peninsula (PVP) Multi-Benefit Flow Diversion project, the ML-1 RHE project and the ML-1 RPV project. There was a general description of the PVP Multi-Benefit Flow Diversion project, which stated that significant year-round baseline flows, from rising groundwater in a major storm drain system tributary to Machado Lake, will be diverted and used for irrigation. However, the short description does not include enough information to determine the project size, tributary drainage area or location, or expected pollutant load reduction. Additionally, it is unclear from the Palos Verdes Peninsula Enhanced Watershed Management Program (PVP EWMP) and TSO request whether this project will be implemented. While section 7.1 of the TSO request states that, "The Peninsula WMG are committed to support the completion of the Palos Verdes Peninsula Multi-Benefit Flow Diversion Project ...," an implementation schedule was not provided for this project in the updated TSO request or the revised PVP EWMP submitted on June 30, 2021. If this project will be relied upon to achieve compliance with the TMDL requirements, the Peninsula WMG must provide additional detail, including a schedule, for this specific action in its request.[1] The TSO request did not provide specific project descriptions for the other two proposed regional projects, ML-1 RHE and ML-1 RPV. These projects are place holders for the cities of Rolling Hills Estates and Rancho Palos Verdes and are defined only by their jurisdictional location and target stormwater capture volume. Specifically, Rolling Hills Estates and Rancho Palos Verdes will each need to develop,

[1] Board staff acknowledges that, in September 2021, the City of Rolling Hills Estates, on behalf of the Peninsula WMG, received support to conduct a project feasibility study through the Safe Clean Water Program's Technical Resources Program. Board staff suggests that the Peninsula WMG include additional information regarding this project from the South Santa Monica Bay Stormwater Investment Plan if this project is a specific action that will be relied upon in the TSO to achieve permit requirements.

construct and implement project(s) that will capture the modeled 24-hour management volume of 0.35 acre-feet and 0.04 acre-feet, respectively.

The project named "WD-Solano PVE Project/Study" listed in Table 5 was not discussed in the TSO request. A potential project to address the WD-1 analysis area is the Harbor City Park project. The Harbor City Park Stormwater Capture Project is a regional project proposed by the Dominguez Channel WMG. The Los Angeles Water Board understands that the Peninsula WMG has initiated discussion with the City of Los Angeles and the Los Angeles County Sanitation Districts to evaluate the feasibility of expanding the project to include tributary area from the Palos Verdes Peninsula. Before the Harbor City Park project is included in a TSO as a specific action, such an agreement should be in effect. In summary, the TSO request needs to clearly identify the projects the Peninsula WMG is committed to implementing, which may include alternative projects. If alternative projects are identified, then these alternative projects also need to be included in the implementation schedule. Additionally, the detailed time schedule must include a date by which project selection will occur that is early enough to ensure that the selected project can be completed no later than five years from the date of any time schedule order.

Board staff also notes that while the Torrance Airport Stormwater Basin Project, Phase II has received funding for project design, it does not yet have funding for construction. The other three projects listed in Table 5 have not received any funding. Board staff understands the Peninsula WMG will be pursuing funding through the Safe Clean Water Program as well as other potential funding opportunities, and notes that compliance with a TSO or permit requirements is not contingent on funding.

Per the California Water Code, section 13300, the Peninsula WMG must submit a detailed time schedule of specific actions that will achieve the permit requirements for the Nutrients TMDL and Toxics TMDL. The TSO request does not provide sufficient clarity with regards to the Peninsula WMG's project commitments to ensure compliance with the permit requirements related to the Machado Lake Nutrients and Toxics TMDLs. The updated TSO request is missing the level of detail needed for the time schedule and volume capture/load reduction for the Palos Verdes Peninsula Multi-Benefit Flow Diversion Project, and should include or reference additional detail for the other proposed regional projects from the Peninsula WMG's updated Watershed Management Program and reasonable assurance analysis (RAA). Board staff acknowledges the Peninsula WMG's proposed time schedule of actions and interim requirements as listed in "Table 5. Structural TCM Estimated Implementation Schedule" of the updated TSO request. The actions listed in Table 5 are Site Investigation and Feasibility Study; Design and Permitting; and Construction/ Implementation with a year listed as the completion date. However, these dates are not specific enough for inclusion in a TSO; therefore, provide a month and day in addition to the year, e.g., December 31, 2024 for the completion of each action.

For these reasons, as discussed above, Board staff does not yet have adequate information on the Peninsula WMG's specific actions and time schedule to proceed with developing a tentative TSO for consideration by the Los Angeles Water Board. The Los Angeles Water Board cannot approve a TSO to bring MS4 discharges into compliance with the Nutrients TMDL and Toxics TMDL without well-defined projects with an appropriate level of detail and schedule. The Peninsula WMG is welcome to submit supplemental information addressing the comments above for Board staff's consideration. If you have any questions, please contact Rebecca Christmann with the Stormwater Permitting Unit or Ivar Ridgeway, Stormwater Permitting Unit Senior.

Sincerely,

R Purdy Digitally signed by R Purdy Date: 2022.03.16 21:46:07 -07'00'

Renee Purdy
Executive Officer

cc: Tim Jonasson, City Engineer, Palos Verdes Estates
Ken Rukavina, Community Development Director, Rancho Palos Verdes
Charles Eder, Senior Engineer, Rancho Palos Verdes
John Signo, Planning and Community Services, Rolling Hills
Ashford Ball, Senior Management Analyst, Rolling Hills
David Wahba, Public Works Director, Rolling Hills Estates
TJ Moon, Department of Public Works, Los Angeles County
Haris Harouny, Department of Public Works, Los Angeles County
Maryam Adhami, Department of Public Works, Los Angeles County
Thuan Nguyen, Department of Public Works, Los Angeles County
John Hunter, JLHA Municipal Contractor
Jacqueline Mak, JLHA Municipal Contractor
Michelle Staffield, JLHA Municipal Contractor
Kathleen McGowen, McGowen Consulting
Susan Robinson, McGowen Consulting

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 11.D
Mtg. Date: 06/12/2023

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

FROM: **ALAN PALERMO, PROJECT MANAGER**

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

SUBJECT: **APPROVE A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH NV5 TO ADDRESS THE UTILITY CONFLICT IDENTIFIED IN THE DOWNSTREAM SEWER MAIN AS A PART OF THE 8" SEWER MAIN LINE ALONG PORTUGUESE BEND ROAD/ROLLING HILLS PROJECT.**

DATE: **June 12, 2023**

BACKGROUND:
The City released a Request for Proposal and engaged the services of NV5 in 2020 to provide engineering design for the 8" sewer main along Portuguese Bend Road/Rolling Hills Road. Since the commencement of the design work, NV5 has met the 65% design, 90% design, and the 100% design milestones. This proposed sewer main crosses several jurisdictions and approval from each jurisdiction is necessary before the project is deemed complete. The additional jurisdictions reviewing the plans are Rolling Hills Estates and City of Torrance.

During the review process for the construction documents, the City of Torrance made several requests requiring additional design services in order to approve the plans. The additional design services are necessary to obtain approval from the City of Torrance and proceed to the construction phase of this project. A proposal to amend NV5's PSA was presented to City Council April 25, 2022 at which time City Council directed staff to look at bifurcating the project into phases and identify options to do so.

Phase 1 would include the new 8-inch downstream sewer improvements in Rolling Hill and Rolling Hills Estates needed to connect Rolling Hills City Hall, RHCA Building, Main Gatehouse, and Tennis Courts to the existing public sewer system in Rolling Hills Estates. Phase 2 would involve the downstream sewer improvements in the City of Torrance (upsizing existing sewer) along Rolling Hills Road from Lariat Lane to Crenshaw Boulevard.

Per the City Council's direction at the April 25, 2022 meeting, staff confirmed with the cities of Rolling Hills Estates and Torrance as well as LACDPW that the proposed 8-inch sewer main along Portuguese Bend Road/Rolling Hills could be phased as previously described on the condition that the Sanitary Sewer Improvement Feasibility Study prepared by Willdan

Engineering be updated. All agencies wanted to confirm that the existing sewer main lines in Rolling Hills Estates and the City of Torrance have the capacity to accept effluent from the City Hall campus and the Tennis Courts (Phase 1) without upsizing downstream segments.

In accordance with the City Council's direction to phase the project, in September 2022, NV5 provided a proposal to bifurcate the 8" Sewer Main Improvement Plans and update construction documents for Phase I only. This effort includes updating the construction documents to reflect only Phase I improvements and includes construction support, record drawing preparation, and optional service to design the sewer connection to City Hall and Rolling Hills Community Association building. In order to pursue grants to construct Phase 1 of the project, a set of completed construction document ready to be advertised for bids is necessary. The City Council decided not to use General Fund revenues or reserves and directed staff to pursue grant funds for the construction of the project. At the January 23, 2023 City Council meeting, the Council directed staff to prepare an amended professional Service agreement with NV5 in the amount of $23,670.

DISCUSSION:
City staff has requested a proposal from NV5 to update construction documents for Phase II of the Sewer Main Improvement Project. Phase II of the project involves upsizing existing sewer mains within the jurisdiction of the City of Torrance to accommodate future flows from Rolling Hills. In the process of obtaining approval from the City of Torrance, NV5 advised city staff that there could be an utility conflict with the upsizing of the existing sewer line. The City of Torrance requested field information on the utility conflict as a part of their review of the city's improvement plans. To address the utility conflict, NV5 proposed to pothole to have accurate information on existing utility. To date, and to minimize design cost, NV5 has been using record drawings of past projects. NV5 will use the site information to mitigate the utility conflict. NV5 estimated $104,000 for the additional work. This effort includes budget for potholing, traffic control plans, updating the plans based on utility locations confirmed during the potholing, and an optional budget to relocate a waterline is required.

In 2022, city staff applied for construction funds for the 8" sewer main project through Congressman Ted Lieu's office. The project was not selected for funding. In 2023, city staff again applied for construction funds for the project and this time Congressman Lieu's office worked to submit the project to the Appropriations Committee for consideration. Congressman Lieu's office is hopeful that the project will receive funding through the Community Funding Program for $1.8M.

In preparation for construction with funds from Congressman Lieu's office, staff recommends that the City Council approve the current amendment with NV5 to complete the design of Phase II of the 8" Sewer Main Line along Portuguese Bend Road/Rolling Hills Road project.

FISCAL IMPACT:
The sewer studies completed by Willdan cost $63,417, including the two Will Serve letters from the Los Angeles County Sanitation District, and the recent supplemental sewer study to bifurcate the project into two phases. To date, the City Council approved $104,886 of design fee for NV5 for the 8" Sewer Main Line along Portuguese Bend Road/Rolling Hills project. Combined, the city has invested $168,303 into the project.

If the City Council approves staff's recommendation, NV5's fee of $104,000 will be funded using General Fund Reserves.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_200929_NV5_8inchSewerLineProject_E.pdf
CA_AGR_230213_NV5_8inchSewerLineProject_1stAmendment_NV5_E.pdf

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of August, 2020 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and NV5, Inc., a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. In 2018, the CITY retained Willdan Engineering to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase I) for the City of Rolling Hills. Phase I included concept level research and an engineering feasibility evaluation regarding the potential of connecting the Project Area (City Hall, HOA building, the tennis court site, and upstream properties) to existing downstream sanitary sewer systems.

B. In 2019, CITY retained Willdan Engineering to prepare a Sanitary Sewer Improvement Feasibility Study Including City Hall and Tennis Court Site (Phase II) for the City of Rolling Hills. Phase II of the Project transformed the project from concept level (Phase I) to the preliminary engineering level design (Phase II).

C. Willdan Engineering completed Phase I and Phase II and reported its findings to the City Council. The feasibility studies recommended installing a new eight (8) inch sewer main along Portuguese Bend Road and upgrading the existing sewer main along Rolling Hills Road to a ten (10) inch and twelve (12) inch sewer main prior to connecting to the Los Angeles County Trunk line.

D. The CITY desires to retain CONSULTANT to implement the recommendation and prepare the plans, specifications, engineer's estimate of probable construction cost and bid support services for the installation of the new sewer line.

E. The CONSULTANT is well qualified by reason of education and experience to perform such services.

F. The CONSULTANT is willing to render such professional services.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this Agreement.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

3. COST

The CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit B an amount not to exceed $81,196.00. This fee includes all expenses, consisting of all incidental blueprinting, photography, travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall submit an invoice in duplicate and addressed to the CITY OF ROLLING HILLS, CITY MANAGER, 2 Portuguese Bend Road, Rolling Hills, CA 90274 before the end of each month on a monthly basis. CITY shall remit payment for all work performed to CITY's reasonable satisfaction within thirty (30) days of receiving this invoice.

5. SUBCONTRACTING

CONSULTANT shall not be permitted to subcontract any portion of this Agreement without the express, written consent of the CITY.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this Agreement within twenty-four (24) hours upon receipt of a notice to proceed from the CITY.

7. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred. Records and documents shall be kept available at the CONSULTANT's California office, located at 163 Technology Drive, Suite 100, Irvine, California 92618, during the Agreement period and thereafter for five years from the date of final payment.

8. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the Agreement shall become the property of the CITY. CITY's reuse of such materials for a purpose other than the project which is the subject of this Agreement shall be at CITY's sole risk.

9. TERM OF CONTRACT

This Agreement shall be valid until October 1, 2021.

10. TERMINATION

This Agreement may be terminated by either party at any time for material breach. The CITY may also terminate unilaterally this Agreement without cause upon seven (7) days written notice to the CONSULTANT. All work satisfactorily performed to the reasonable satisfaction of CITY pursuant to the Agreement and prior to the date of termination may be claimed for reimbursement.

11. ASSIGNABILITY

CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of the CITY.

12. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement, or any subcontract requiring the written approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

13. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, to obtain any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. INDEMNITY

A. To the fullest extent permitted by law, CONSULTANT shall defend (with counsel of CITY'S choosing), indemnify and hold the CITY, its officials,

officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of CONSULTANT, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the CONSULTANT'S services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. CONSULTANT'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT, the CITY, its officials, officers, employees, agents, or volunteers.

B. If CONSULTANT'S obligation to defend, indemnify, and/or hold harmless arises out of CONSULTANT'S performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONSULTANT'S indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and, upon CONSULTANT obtaining a final adjudication by a court of competent jurisdiction, CONSULTANT'S liability for such claim, including the cost to defend, shall not exceed the CONSULTANT'S proportionate percentage of fault.

15. INSURANCE

A. Without limiting CONSULTANT'S obligations arising under paragraph 14 - Indemnity, CONSULTANT shall not begin work under this Agreement until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives, and employees in connection with the performance of work under this Agreement, and shall be maintained throughout the term of this Agreement. Insurance coverage shall be as follows:

i. Automobile Liability Insurance with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence. If CONSULTANT or CONSULTANT's employees will use personal automobiles in any way on this project, CONSULTANT shall obtain evidence of personal automobile liability coverage for each such person.

ii. General Liability, insuring CITY its elected and appointed officers, agents, and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this Agreement, whether or not done by

CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $1,000,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. In addition, if CONSULTANT obtains CITY's written consent to employ a subconsultant, CONSULTANT shall also require any and every subconsultant to similarly maintain Worker's Compensation Insurance in accordance with the laws of the State of California for all of the subconsultant's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONSULTANT for CITY.

This provision shall not apply if the CONSULTANT has no employees performing work under this Agreement. If the CONSULTANT has no employees for the purposes of this Agreement, the CONSULTANT shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto and incorporated herein by reference as "Exhibit C."

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed $25,000 per occurrence.

C. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII. Each general liability and automobile liability insurance policy shall be endorsed with the language of Sections (i) – (vi) below. CONSULTANT also agrees to require all CONSULTANTs, and subconsultants to do likewise.

(i) Additional Insured Clause. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."

(ii) Primary Insurance Clause. This policy shall be considered primary insurance as respect to the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

(iii) Separation of Insured Clause. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

(iv) Failure to Report to Insurer. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

(v) Waiver of Right to Subrogation Clause. CONSULTANT, and its insurer through endorsement, waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to have all subconsultants, and subconsultants' insurers through endorsement, to do likewise.

(vi) Notice of Change in Insurance. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

D. Notice to CITY. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this Agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY. CONSULTANT also agrees to provide immediate written notice to CITY if any insurance policy listed above is suspended, voided, or reduced in coverage or limits. CONSULTANT agrees to have all subconsultants to do likewise.

E. Claims-made policies. Should any of the required insurance be provided under a claims-made form, CONSULTANT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Defense costs. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

G. Acknowledgment of the Minimum Amount of Coverage. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONSULTANT acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of

the limits and coverage required in this Agreement and which is applicable to a given loss will be available to the CITY.

H. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Owner (as the named insured) should Owner fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Owner understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Owner as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on Owner's behalf upon the Owner's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against Owner for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

I. Certificates of Insurance. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONSULTANT shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

J. Failure to Procure Insurance. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of this Agreement under which the CITY may terminate this Agreement.

16. NOTICE 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:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274.
Attention: City Manager, Elaine Jeng, PE

CONSULTANT:
NV5, Inc.
163 Technology Drive, Suite 100
Irvine, California 92618
Attention: Jeffrey Cooper, PE

17. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

18. CONFLICTS OF INTEREST

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

19. INDEPENDENT CONTRACTOR

The CONSULTANT 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 over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as herein set forth. The CONSULTANT 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 the CITY.

20. ENTIRE AGREEMENT OF THE PARTIES

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no

other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

DATE: 9/28/2020

NV5, INC.

DIRECTOR OF INFRASTRUCTURE

JEFFREY COOPER

DATE: 9/24/2020

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Rolling Hills evaluated the feasibility of connecting a portion of the City to a nearby existing wastewater conveyance system. Based on the sewer feasibility study, it is recommended to install a new 8" sewer main along Portuguese Bend Road and upgrade existing sewer main along Rolling Hills Road to a 10" and 12" sewer main prior to connecting to the Los Angeles County Trunk line. The new sewer extension will serve the City Hall, a Tennis Court Site and upstream properties. NV5 will note the recommendations expressed by Wildan in the Sewer Feasibility Study and make recommendations as discovered during the design process.

SCOPE OF WORK

The NV5 team has the size, depth and experience to commit the necessary personnel to meet your schedules and deadlines. The scope of work includes the preparation of plans, specifications, engineer's estimate of probable construction cost and bid support services for the installation of the new gravity sewer line. We are represented by highly experienced professionals who have proven track records managing public works projects. Our professional engineering design services for this project will include all services as listed in the Request for Proposal (RFP) including but not limited to the following:

1. Project Management and Administration

1.1 Meetings

We have included sufficient time and budget in our proposal to manage the project from start to finish including progress, budget and schedule oversight for in-house and sub consultant work. Our tasks for project management and administration include:

- Following the notice to proceed, NV5 will schedule and attend a kick-off meeting with City staff to initiate the project; establish lines of communication; review and refine, if needed, the project scope of work and schedule; establish design guidelines; discuss project parameters and constraints; and obtain background information.
- Participate in meeting(s) with City staff to discuss the project objectives and attend City Council meeting to answer any questions. Expected meetings listed below.
  - Scoping/Kick Off (2)
  - Utility (2)
  - Stakeholders (2)
  - City Council (2)
  - Design Review with Staff (2)

1.2. CEQA Process Overview

Our subconsultant ,ECORP, will prepare a technical memorandum that specifically addresses the feasibility of pursuing the following CEQA processes and determinations for the project – CEQA Statutory Exemption; or CEQA Categorical Exemption; or CEQA Initial Study and Mitigated Negative Declaration (IS/MND). Considerations associated with each approach are briefly described as follows.

Statutory Exemption

Using the Project information provided by the City, our team will determine if the Project fits the requirements for a statutory exemption. A preliminary review of the Project indicates that the Sewer Main Improvement project may qualify for a Statutory Exemption in accordance with Section 15282(k) of the CEQA Guidelines. This exemption allows for installation of new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline within a public street or highway or any other public right-of-way as long as the project does not exceed one mile in length. There are no CEQA exceptions to review for a Statutory Exemption. Environmental process issues and feasibility of this approach will be addressed in the memorandum.

Categorical Exemption (CE)

Our team will review the list of Categorical Exemptions (CE) in CEQA §15300 to 15332 to determine if the Project fits any of the requirements for a CE. The technical memorandum will address the CE Exceptions (§15300.2) for CE Classes where these exceptions apply. Environmental considerations, the potential need for any supporting technical studies, and feasibility of this approach will be discussed in the memorandum.

Initial Study and Mitigated Negative Declaration (IS/MND)

Our team's technical memorandum will evaluate any project environmental issues and process considerations that would require preparation of a CEQA IS/MND. Environmental issues, provisions for public comment, process schedule, and potential need and advantages of this type of CEQA document in support of future grant funding applications, are among the issues to be considered.

Deliverable:

Our team will submit the CEQA Process Overview and meet with the project team and City to discuss findings and recommendations. Should a determination be made that a CEQA IS/MND is needed, our team will initiate this process with preparation of the Initial Study (Task 8).

1.3. Utility Research

NV5 will research and review available records and utilities, and confirm all known underground and overhead utilities on the project base map. The plans and specifications will require the Contractor to pothole locations where conflicts may occur, and those potential locations will be clearly identified on the plans.

1.4. Project Schedule Records

NV5 will develop and maintain a project schedule for approval based on the City approval process and grant restrictions if applicable.

1.5. Research, Survey, and Base map Preparation

- Perform field reconnaissance to inspect, photograph and make field notes to document the existing site and surrounding environment and become familiar with project conditions, limitations and possibilities.
- Research and review existing plans. The City will provide existing plans if available. We will research the City's records to obtain all available as-built improvement plans and record drawings, water and sewer atlas maps, sewer feasibility study, parcel maps, right-of-way data, address/business lists, reports, sample specifications and contract documents and any other information pertinent to the project. Collection of data will also include contact and coordination with public and private agencies that have utilities or facilities in the vicinity of the project area to obtain their records and requirements.
- NV5 will provide a base map for the sewer main realignment project.
  - The base map will include field work to pick up all surface features and aerial photogrammetry for preparation of the base construction drawings.
  - The base map will include all manholes, water valves, utility vaults, power poles, and other visible facilities. These will all be identified on the map.
  - NV5 will prepare base construction drawings on 24"x36" sheets with a standard City title block, using AutoCAD format. The plan and profile sheet(s) will be prepared at a horizontal scale of 1" = 40' and a vertical scale of 1" =4'.
  - The base construction drawings will include the standard signature block, sewer general notes, locations/sizes of all utilities, locations of buried infrastructure, above ground improvements, easements, property lines, rights-of-way, property addresses and pertinent survey data.

2. Design (Plans Specifications and Cost Estimate)

The construction plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. NV5 will deliver completed and approved construction drawings on or ahead of the project schedule. All plans will be prepared and submitted considering value engineering and in a manner that ensures a complete design approved by the City with assumed three (4) plan checks during the submittals (65%, 90% and 100% and Final). The construction drawings will conform to the appropriate applicable standards and as approved by the City. We will meet with the City to discuss and review comments before proceeding to prepare the next step plans. NV5 will process the plans through the City and other agencies for approval.

Construction plans will include plan and profile sheets for the new and all details necessary for the construction of the proposed facilities. Plans will be prepared in the latest version of AutoCAD and using City's drafting standards. Each plan sheet shall be on the standard 24-inch by 36-inch sheet size. Plan and profile sheets will be scaled at 1-inch equals 40-feet horizontal

A. It is anticipated that the design plans will include the following 9 plan sheets:

SHEET	TITLE
T-1	Title Sheet
G-1	General Notes, Legend, Abbreviations, Basis of Bearings
C-1-5(5 Sheets)	Rolling Hills Road Sewer – Plan & Profile
C-6-8(2 Sheets)	Details

Deliverables:

NV5 will submit the following deliverables:

1. Mylar Plots
2. Record Drawings

NV5 will prepare record drawings for the 8-inch Sewer Main along Portuguese Bend Road/Rolling Hills Road installation. We will incorporate field as-built information provided by the City.

3. Specifications

NV5 will prepare Project Specifications at 65%, 90%, 100% and Final submittal: The specifications will conform with the current Standard Specifications for Public Works Construction (Greenbook). The Specifications will provide the required permits, standards and reference materials.

4. Cost Estimate

NV5 will prepare an engineer's construction estimate for the designed Project at the 65% submittal and 100% submittal.

5. Permitting and Regulations

NV5 will prepare all necessary documents and will apply for encroachment permits with the Cities of Rolling Hills Estates, Torrance and Los Angeles County in order to install the proposed sewer line within their respective areas.

NV5 will coordinate the connection fee payment to the California Health and Safety Code in order to discharge into LA County's Palos Verdes North Slope Relief Trunk Sewer Section 1. We will meet with these agencies and will address their comments as necessary to obtain required permits. Permit documents and approvals will be included as an appendix to the contract documents.

6. Bid Support

We will provide bidding assistance including responding to RFI's and RFC's, and provide sketches for clarification if needed.

7. Construction Support Services

The NV5 team will be available to attend the preconstruction meeting and other meetings with staff, agencies, and the public as required. We will also review the Contractor's submittals for conformance with contractor documents and respond to Requests for Information. We will also be available to clarify design related issues at all times and obtain necessary permits from affected agencies and utility companies.

8. Level of CEQA Service (Optional)

Pending results of the CEQA Process Review (Task 1.2), an Initial Study/Mitigated Negative Declaration may be required to support CEQA approvals.

CEQA Initial Study/Mitigated Negative Declaration (IS/MND): The CEQA IS would be prepared using the approved checklist format from the City or most recent revisions to Appendix G of the CEQA Guidelines. Our team will prepare a description of the project including the location of the project area; a brief description of the environmental setting; an identification of environmental effects using the above-referenced checklist format; substantial evidence to support the checklist entries; and a list of references and preparers.

A Phase 1 Environmental Site Assessment and technical assessments for Air Quality and Greenhouse Gas Emissions, and Noise and Vibration are proposed.

Phase 1 Environmental Site Assessment: A Phase I Environmental Site Assessment (ESA) will be performed for the subject site in accordance with the ASTM Standard Practice for Environmental site Assessments Designation E 1527-13. The ESA report will provide a discussion of any identified recognized environmental conditions (RECs) and areas of concern. Indications of prior releases of hazardous substances will be obtained via multiple sources including but not limited to: regulatory agency database searches, agency file searches, interviews with personnel familiar with current and past land use practices, review of aerial photographs, and a site reconnaissance. Assessments for prior releases of hazardous substances will also be made for adjacent and/or nearby properties.

Deliverables:

- Draft/Final Technical Studies
- Administrative Draft IS/MND
- Public Review Draft IS/MND
- CEQA Notices
- Final IS/MND & MMRP

CEQA Schedule

TASK/ACTIVITY	TIME FRAME FOR COMPLETION
CEQA Project Kickoff/AB 52 Tribal Notification(s) by City	NTP/CEQA Project Kickoff
Admin Draft IS/MND	No later than 5 weeks from 65% Design Plans
City Review	2 weeks
Close of AB 52 Tribal Resources Consultation	Prior to Draft IS/MND publication
Draft IS/MND	1 week
Notice of Intent/ Notice of Completion	With Draft IS/MND
Agency/Public Review	30 calendar days
Final IS/MND (includes Responses to Comments)	2 weeks
City Review	1 week
Notice of Determination	Filed with the Los Angeles County Clerk Recorder within 5 days of MND adoption

SCHEDULE + SCHEDULE CONTROL

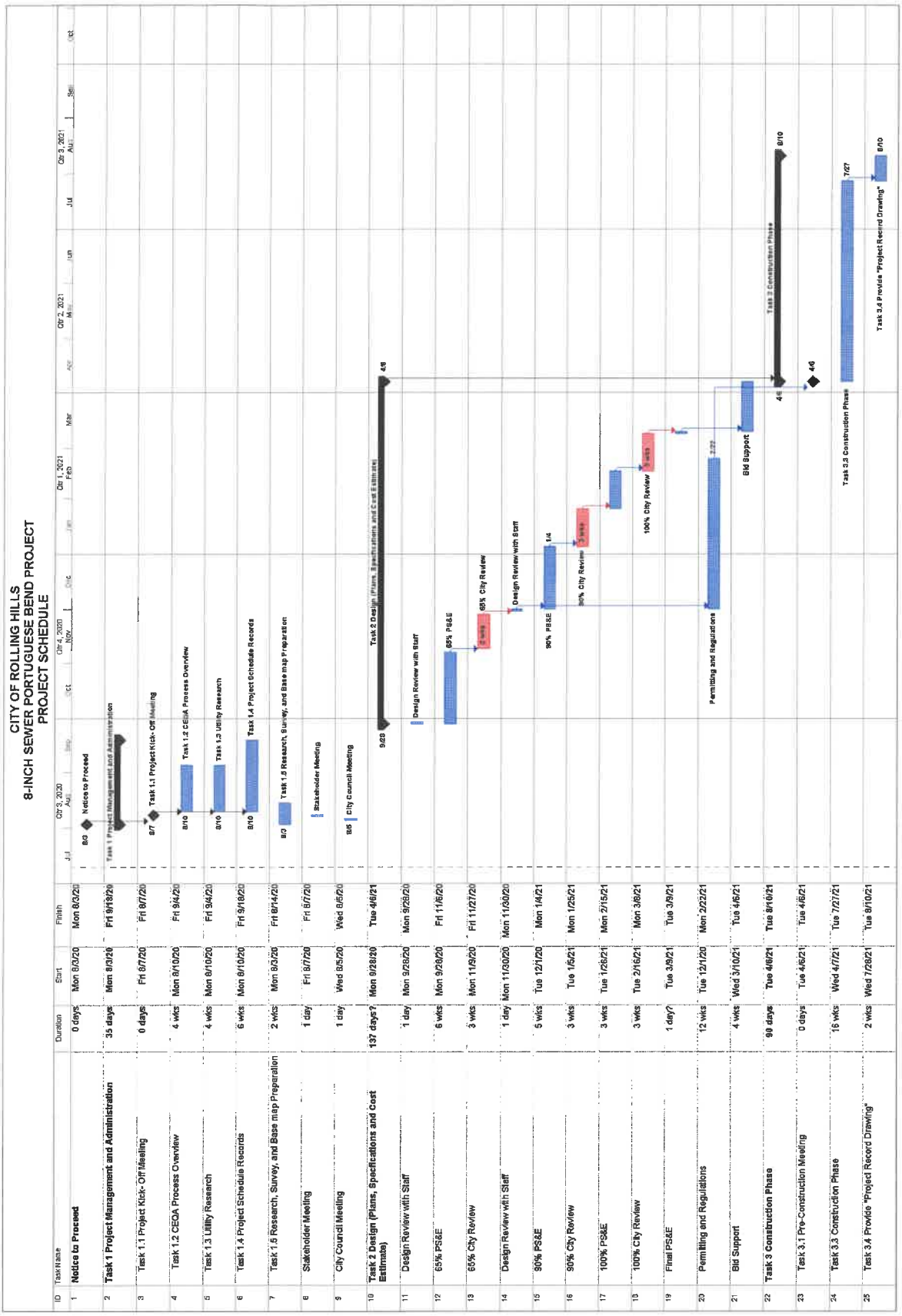


EXHIBIT B
FEE SCHEDULE

FEE SCHEDULE/COST PROPOSAL

NV5

FEE PROPOSAL
CITY OF ROLLING HILLS
8-INCH SEWER PORTUGUESE BEND/ROLLING HILLS ROAD INSTALLATION
TASK / HOUR BREAKDOWN

Task NO.		PROJECT DIRECTOR - QA/QC $175		PROJECT MANAGER $150		PROJECT ENGINEER $120		CADD DESIGNER $110		ADMINISTRATION $90		SUB-CONSULTANTS/ EXPENSES	TOTAL HOURS	TOTAL FEE
		HOURS	$	HOURS	$	HOURS	$	HOURS	$	HOURS	$			$
1	Project Management and Administration	0	$0	0	$0	0	$0	0	$0	0	$0			$0
1.1	Project Meetings and Coordination/Progress Report and Public Meetings	1	$175	6	$900	12	$1,440	4	$440	1	$90		24	$3,045
1.2	CEQA Process Overview	0	$0	0	$0	0	$0	0	$0	0	$0	$3,825	0	$3,825
1.3	Utility Investigation and Coordination	0	$0	0	$0	2	$240	4	$440	1	$90		7	$770
1.4	Project Schedule Records	0	$0	2	$300	2	$240	0	$0	0	$0		4	$540
1.5	Research of Existing Information, Survey, Base Map Preparation	0	$0	2	$300	6	$720	16	$1,760	2	$180	$9,561	26	$12,521
	Sub Total Task 1	1	$175	10	$1,500	22	$2,640	24	$2,640	4	$360	$13,386	61	$20,701
2	Final Design and Bid Documents	0	$0	0	$0	0	$0	0	$0	0	$0		0	$0
2.1	65% Submittal Package (PS&E)	1	$175	4	$600	28	$3,360	48	$5,280	1	$90		82	$9,505
2.2	90% Submittal Package (PS&E)	0	$0	2	$300	16	$1,920	36	$3,960	2	$180		56	$6,360
2.3	100% Submittal Package (PS&E)	1	$175	2	$300	12	$1,440	24	$2,640	2	$180		41	$4,735
2.4	Final Submittal Package (PS&E)	0	$0	2	$300	2	$240	6	$660	2	$180		12	$1,380
2.5	Permitting and Regulations	1	$175	4	$600	16	$1,920	6	$660	2	$180		29	$3,535
2.6	Bidding Support	1	$175	6	$900	0	$0	0	$0	1	$90		8	$1,165
	Sub Total Task 2	4	$700	20	$3,000	74	$8,880	120	$13,200	10	$900	$0	191	$26,680
3	Construction Management	0	$0	0	$0	0	$0	0	$0	0	$0		0	$0
3.1	Construction Support	1	$175	8	$1,200	24	$2,880	8	$880	2	$180		43	$5,315
3.2	Record Drawing Preparation(As-Builts)	0	$0	2	$300	0	$0	8	$880	0	$0		10	$1,180
	Sub Total Task 3	1	$175	10	$1,500	24	$2,880	16	$1,760	2	$180	$0	281	$6,495
	Miscellaneous Expenses													$500
	GRAND TOTAL	6	$1,050	40	$6,000	120	$14,400	160	$17,600	16	$1,440	$13,386	533	$54,376
1	Optional - CEQA IS/MND		$0		$0		$0		$0		$0	$26,820	0	$26,820

EXHIBIT C

Certificate of Exemption from Workers' Compensation Insurance

TO:	City of Rolling Hills
SUBJECT:	Sole Proprietor/Partnership/Closely Held Corporation with No Employees

Please let this memorandum notify the City of Rolling Hills that I am a

☐ sole proprietor
☐ partnership
☐ nonprofit organization
☐ closely held corporation

and **do not have any employees whose employment requires me to carry workers' compensation insurance**. Therefore, I do not carry worker's compensation insurance coverage.

CONSULTANT Signature _____

Printed Name of CONSULTANT _____

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/23/2020

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

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

PRODUCER Cavignac & Associates 450 B Street, Suite 1800 San Diego CA 92101	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 619-744-0574 FAX (A/C, No): 619-234-8601 E-MAIL ADDRESS: certificates@cavignac.com
INSURED NV5INC0-01 NV5, Inc. 163 Technology Drive Suite 100 Irvine, CA 92618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company — 20508 INSURER B : Continental Insurance Company — 35289 INSURER C : Transportation Insurance Co. — 20494 INSURER D : Berkley Insurance Company — 32603 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 589891874 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Cross Liab/SevIn X $0 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	6057040530	5/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Stop Gap Liability	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	Y	Y	6057040575	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUE6076054554	5/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC657040558	5/1/2020	5/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional/ Pollution Liability			AEC903639504	5/1/2020	5/1/2021	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 8" Sewer Main along Portuguese Bend Road/Rolling Hills Road Project. Additional Insured coverage applies to General Liability and Automobile Liability for City of Rolling Hills per policy form. Waiver of subrogation applies to General Liability, Automobile Liability, and Workers Compensation per policy form. Excess/Umbrella policy follows form over underlying policies: General Liability, Auto Liability & Employers Liability (additional insured and waiver of subrogation apply). Professional Liability - Claims made form, defense costs included within limit.

CERTIFICATE HOLDER

City of Rolling Hills
Attn: City Manager, Elaine Jang, PE
2 Portuguese Bend Road
Rolling Hills CA 90274

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED ENDORSEMENT – CONTRACTUAL OBLIGATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization
AS REQUIRED BY CONTRACT

1. Paragraph **A.1. Who Is An Insured** of Section **II** – LIABILITY COVERAGE is amended to include as an additional insured the person or organization scheduled above, but only if you are required by "written contract" to make that person or organization an additional insured under this policy.
2. The insurance provided to the additional insured is limited as follows:
   - **a.** The person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of a covered "auto" and caused by your negligent acts or omissions or the negligent acts or omissions of someone, other than the additional insured, for whom you are legally liable.
   - **b.** The person or organization is not an additional insured for the person or organization's own acts or omissions, nor those of anyone, other than you, for whom the person or organization is legally liable.
   - **c.** We will not provide the additional insured any broader coverage or any higher limit of liability than the least that is:
     - **(1)** Required by the "written contract"; or
     - **(2)** Afforded to you under this policy.
3. Condition **2. Duties In the Event of Accident, Claim, Suit or Loss** of Section **IV** – BUSINESS AUTO CONDITIONS is amended to add the following conditions applicable to the additional insured:

   An additional insured under this endorsement will as soon as practicable:
   - **a.** Give us written notice of an "accident" which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
   - **b.** Agree to make available any other insurance the additional insured has for a loss we cover under this policy;
   - **c.** Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of the claim or "suit"; and
   - **d.** Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this policy. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **d.** does not apply to insurance on which the additional insured is a Named Insured.

   We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a "suit."
4. Only for the purpose of the insurance provided by this endorsement, **SECTION V – DEFINITIONS** is amended to add the following definition:

   "Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:
   1. Is currently in effect or becomes effective during the term of this policy; and
   2. Was executed prior to the accident for which the additional insured seeks coverage under this policy.

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All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: NV5 Global, Inc

Endorsement Effective Date: 05/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE SUCH RIGHT OF RECOVERY IN A WRITTEN CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance

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With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is Blanket Waiver of Subrogation Percentage Charge%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 13th day of February, 2023 in City of Rolling Hills, County of Los Angeles, State of California, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and NV5, Inc. a California corporation (hereinafter the "CONSULTANT").

1. RECITALS:

A. On August 24, 2020, the CITY entered into a Professional Services Agreement with CONSULTANT to provide engineering design services for the 8-Inch sewer main line project along Portuguese Bend Road/Rolling Hills Road (the "Agreement").

D. CITY AND CONSULTANT now desire to amend the Agreement so that CONSULTANT shall provide engineering design services for the 8-Inch Sewer main line project along Portuguese Bend Road/Rolling Hills Road in bifurcated phases. Phase 1, which is the required design and engineering work for the new 8-Inch sewer from Rolling Hills to the existing 8-Inch sewer in Rolling Hills Estates.

E. CONSULTANT is well qualified by reason of education and experience to perform such services.

F. CONSULTANT is willing to render such professional services.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this First Amendment.

1. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the scope of work attached hereto as Exhibit A and incorporated herein by reference. CONSULTANT shall provide deliverables pursuant to the schedule outlined in Exhibit A.

2. COST

CITY agrees to pay CONSULTANT for the services required by this Agreement on a Time and Materials basis as set forth in Exhibit A, subject to a do not exceed amount in the amount of $23,670.00. This fee includes all expenses, consisting of travel, attendance at meetings, and miscellaneous costs. It also includes any escalation or inflation factors anticipated. Any increase in

Agreement amount or scope shall be by express written amendment approved by the CITY and CONSULTANT.

3. All terms and conditions of the Agreement not amended by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

CITY OF ROLLING HILLS

CITY MANAGER:

ELAINE JENG

DATE: 02/17/2023

NV5, INC.

SENIOR VICE PRESIDENT

JEFFREY COOPER

DATE: February 7, 2023

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN
CITY ATTORNEY

EXHIBIT A
SCOPE OF WORK AND FEE SCHEDULE

NV5

September 28, 2022

Alan Palermo
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

SUBJECT: Phase 1 – 8-inch Sewer Main from Rolling Hills to Existing Rolling Hills Estates

Dear Mr. Palermo,

NV5 is currently completing the design for the Rolling Hills Portuguese Bend Sewer Main Improvement Project. The project impacts the intersection of Crenshaw Boulevard and Rolling Hills Road along with Rolling Hills Road itself on both sides of the street. Currently, the City has asked that NV5 split the original design package that included both the Rolling Hills Portuguese Bend and the City of Torrance portions into two separate bid packages from the original single bid package at the commencement of design. Therefore, the City has requested that the project be split such that Phase 1 becomes the new 8-inch sewer from Rolling Hills to the existing 8-inch sewer in Rolling Hills Estates and Phase 2 becomes the new Sewer Upgrades in the City of Torrance. This request addresses the Phase 1 split for the Rolling Hills/Rolling Hills Estates portion.

Our Rolling Hills Plans are essentially complete, and hours assume incorporating previous comments on sheet C-6 Striping Plans, and removal of the City of Torrance sheet with renumbering of sheets.

The City is engaging another engineering firm to perform a supplemental Sewer Study, which will show future sewer connections as well as update the Sewer Study to show the existing sewer downstream of the upgraded area can accept the conveyance from Rolling Hills, including City Hall, the Community Association Building, Tennis Court Facilities, and the Main Gatehouse. Minor revisions to NV5's plans, such as sewer upsizing on the plan-set and minor specification updates, may, therefore, be needed pending the outcome of the Sewer Study by others and is not included herein.

NV5 will update our existing engineer's cost estimate for this portion of the work. While this is a standard Class 2 Cost Estimate in accordance with AACEI for control or bid/tender, the City should be aware of the current pricing volatility due to COVID-19 constraints, lack of workforce, and lack of materials is driving up pricing at an unprecedented rate, leading to a larger margin of ranges in the cost estimate.

The City has additionally requested that the City Hall Building located at the southeast corner of Palos Verdes North Drive and Portuguese Bend Road with the 4-inch sewer lateral out of the north side of the building be extended and connected to the new sewer down Portuguese Bend Road. This will be incorporated into an additional sheet, if necessary, as an optional item on the project plans to show the sewer lateral extending to the east to connect the City Hall and the separate Rolling Hills Community Association Building.

The NV5 team will provide limited office engineering during construction. This may include meeting attendance and limited submittal review and processing for up to 24 hours of the Project Engineer's time and 8 hours of the CAD Designer's time. Additionally, NV5 will process the Contractor's red-line, as-built information into CADD format for electronic delivery to the City with 16 hours of CADD time.

No additional utility investigation will be added, as it is assumed that the prior utility investigation for the sewer line in the same vicinity will be sufficient. It is assumed additionally that the City will not require engineered traffic control and that this can be assigned to the Contractor to be performed by the Construction Contractor prior to commencement of construction. NV5 will update the specifications for the sewer lines, including the bid schedule, pipeline material, and testing process. NV5 assumes one submittal to the City.

The fee to provide these services is as follows:

TASK NO.	WORK DESCRIPTION	PROJECT MANAGER		PROJECT ENGINEER		CAD DESIGNER		ODCs *	FEE *
		$190		$150		$120			
		Hours	$	Hours	$	Hours	$		
1	Prior Rolling Hills Submittals	3	$570	10	$1,500	25	$3,000		$5,070
2	Rolling Hills Updates								
2.1	Future Minor Design Updates to Rolling Hills from Willdan Study (NIC)								
2.2	Updates Rolling Hills Set (C-6 and Sheet Renumbering	2	$380	8	$1,200	8	$960		$2,540
3	Update Engineering Cost Estimate	4	$760	8	$1,200				$1,960
4	Limited Office Engineering During Construction								
4.1	Construction Support	8	$1,520	24	$3,600	8	$960		$6,080
4.2	Record Drawing Preparation (CADD Contractor's As-Builts)	2	$380	2	$300	16	$1,920		$2,600
	Subtotal Items 1-4 Above	19	$3,610	52	$7,800	57	$6,840		$18,250
5	Optional Connection Sheet to City Hall & Rolling Hills Community Association Building	2	$380	8	$1,200	32	$3,840		$5,420
Total Fee		21	$3,990	60	$9,000	89	$10,680	$0	$23,670

* Subconsultant and ODCs are Marked Up 15%

The method of compensation will be based on time and materials in accordance with the rates provided in this fee proposal. The estimated hours are listed for each task, and the actual hours may vary. The total compensation for the services and work rendered will not exceed the total fee.

We greatly appreciate your consideration of this matter, and we thank you for the opportunity to work with the City on this project. Should you have any questions or require additional information, please contact me at 951.377.1566 or via email at luanne.bean@nv5.com.

Respectfully submitted,
NV5, Inc.

Luanne Bean, PE
Director of Water & Wastewater Operations

Jeffrey M. Cooper, PE
Senior Vice President

PN: P27022-0006149.00

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.A
Mtg. Date: 06/12/2023

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 EMERGENCY STORM DRAIN REPAIRS AND LINING AT OR NEAR 1 MIDDLERIDGE LANE SOUTH TO 3 MIDDLERIDGE LANE NORTH AS COMPLETE, FILE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO EC CONSTRUCTION**

DATE: **June 12, 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.

On March 13, 2023 the City Council accepted the Bid Proposal from EC Construction, adopted Resolution No. 1327 approving emergency work, adopted Resolution No. 1328 authorizing a budget modification of $450,742.50 (including a 10% contingency), directed the City Attorney to finalize a construction contract, authorized the City Manager to execute, and found the same exempt from CEQA.

DISCUSSION:
EC Construction completed the project during the week of May 22, 2023. The work originally described in ECC's estimate (see attached) to repair the issue was as follows:

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.

EC Construction only needed to make point repairs at one location instead of three, creating a savings from the estimated amount.

FISCAL IMPACT:
The repair to the storm drain line was an unexpected expense and not budgeted in the FY 2022-2023 adopted budget.

The final cost was $363,350.00.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_DRA_230307_MiddleridgeLnNS_ECC_CompleteFix_Lining_Estimate.pdf
PW_DRA_230523_MiddleridgeLnNS_ECC_Invoice_CP.pdf
PW_DRA_230606_MiddleridgeLnNS_ECC_NoticeOfCompletion_D.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_____

AIA Type Document
Application and Certification for Payment

TO (OWNER): CITY OF ROLLING HILLS
2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

PROJECT: STORM DRAIN REPAIR
1 MIDDLERIDGE LANE S
ROLLING HILLS, CA 90274

APPLICATION NO: 2
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): E. C. CONSTRUCTION CO.
2213 CHICO AVENUE
SOUTH EL MONTE, CA 91733

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	363,350.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	363,350.00
4. TOTAL COMPLETED AND STORED TO DATE	$	363,350.00
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	18,167.50
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	18,167.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	345,182.50
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	70,955.50
8. CURRENT PAYMENT DUE	$	274,227.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	18,167.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: E. C. CONSTRUCTION CO.
2213 CHICO AVENUE SOUTH EL MONTE, CA 91733

By:  **Date:** 5/23/2023

MARIA CACHO / OFFICE MANAGER

State of:

County of:

Subscribed and Sworn to before me this _____ Day of _____ 20 ___

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): CITY OF ROLLING HILLS
2 PORTUGUESE BEND RD
ROLLING HILLS, CA 90274

PROJECT: STORM DRAIN REPAIR
1 MIDDLERIDGE LANE S
ROLLING HILLS, CA 90274

APPLICATION NO: 2
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): E. C. CONSTRUCTION CO.
2213 CHICO AVENUE
SOUTH EL MONTE, CA 91733

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	TRAFFIC CONTROL		.0000	20,000.00		0.00	100.000%					.00
2	CLEAN PREP PIPE VIDEO		.0000	91,000.00		30.000%	70.000%					.00
3	POINT REPAIRS		.0000	15,400.00		0.00	100.000%					.00
4	INST CIPP LINER TRAIL RES		.0000	236,950.00		20.000%	80.000%					.00
	REPORT TOTALS			$363,350.00		$70,955.50	$274,227.00					$.00

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(California Civil Code No. 3262 (d) (1))

Upon receipt by the undersigned of a check from

CITY OF ROLLING HILLS
(MAKER OF CHECK)

in the sum of $ $274,227.00

payable to E.C. CONSTRUCTION CO.
(PAYEE OF PAYEES OF CHECK)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice or bond right the undersigned has on the job of :

CITY OF ROLLING HILLS
(OWNER)

located at STORM DRAIN REPAIR 1 MIDDLERIDGE LANE S. ROLLING HILLS,
(JOB DESCRIPTION)

to the following extent. This release covers a progress payment for labor, services, equipment or material furnished to:

CITY OF ROLLING HILLS
(YOUR CUSTOMER)

Through 5/31/2023 only and does not cover any retention or items furnished after said date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date : 5/23/2023

E.C. CONSTRUCTION CO.
(COMPANY NAME)

By: Maria Cacho
Maria Cacho, Office Manager

NOTE: Single or joint payee may be used. Release effective when check clears the bank with proper endorsements.

RECORDING REQUESTED BY
CITY OF ROLLING HILLS
AND WHEN RECORDED MAIL TO:

Name CITY OF ROLLING HILLS

Street Address 2 PORTUGUESE BEND RD

City & State ROLLING HILLS
CA 90274

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is Rolling Hills Community Association / City of Rolling Hills
3. The full address of the owner is 1 PORTUGUESE BEND ROAD, ROLLING HILLS, CA 90274
4. The nature of the interest or estate of the owner is in fee.
Public safety authority
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	N/A

6. A work of improvement on the property hereinafter described was completed on 05/25/2023 . The work done was:
Middleridge Lane North/South Emergency Stormwater Drain Repairs and CIPP Lining
7. The name of the contractor, if any, for such work of improvement was E.C. Construction Co.
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Rolling Hills ,
County of Los Angeles , State of California, and is described as follows:
Middleridge Lane North/South Emergency Stormwater Drain Repairs and CIPP Lining
9. The street address of said property is at or adjacent to 1 Middleridge Lane North to 3 Middleridge South
(If no street address has been officially assigned, insert "none")

Dated: 06/06/2023

Signature of owner of corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Manager of the City of Rolling Hills the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6 , 20 23 , at Rolling Hills , California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Agenda Item No.: 12.B
Mtg. Date: 06/12/2023

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 THE DEMOLITION PACKAGE FOR: STANDBY GENERATOR REMOVAL, WATERPROOF REMOVAL, & ELECTRICAL SERVICES PROJECT #2023-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND RELEASE RETENTION AFTER 30 DAY LIEN PERIOD TO UNLIMITED ENVIRONMENTAL, INC.**

DATE: **June 12, 2023**

BACKGROUND:
The emergency standby generator was 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 was 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.

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.

On March 13, 2023, the City Council awarded a construction contract to Unlimited Environmental, Inc. (UEI), adopted Resolution No. 1330 authorizing a budget modification in the amount of $60,170 (including 10% contingency), directed the City Attorney to finalize a construction contract, authorized the City Manager to execute, and found the same exempt from CEQA.

DISCUSSION:
UEI started the project on Friday May 5, 2023 and completed their work on Tuesday, May 16, 2023. It was determined during the course of work that no water proofing would be required since the soil surrounding the shed had already been removed and graded level with the foundation. As a result, the city received a credit on the original estimate of $54,700.00.

FISCAL IMPACT:
The removal of the Standby Generator was not considered in the FY 2022-2023 adopted budget and was funded from a transfer of available General Fund reserves.

The final project cost was $53,176.00.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_BID_230605_2023-02_UEI_Invoice01.pdf
CL_BID_230605_2023-02_UEI_CP.pdf
CL_BID_230606_2023-02_UEI_NoticeOfCompletion_D2.pdf

TO (OWNER): City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90207

PROJECT: RollingHills Standby Generator

APPLICATION NO: 22-132-1
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Unlimited Environmental Inc.
2300 E Curry St
Building B
Long Beach , CA 90805

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	53,176.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	53,176.00
4. TOTAL COMPLETED AND STORED TO DATE	$	53,176.00
5. RETAINAGE:		
a. 5.00 % of Completed Work	$	2,658.80
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	2,658.80
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	50,517.20
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	0.00
8. CURRENT PAYMENT DUE	$	50,517.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	2,658.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Unlimited Environmental Inc.
2300 E Curry St Building B
Long Beach , CA 90805

By: Bernice Antimo **Date:** 05/31/23

Bernice Antimo / Controller

State of: CA

County of: Los Angeles

Subscribed and Sworn to before me this _____ Day of _____ 20 ___

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated,the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90207

PROJECT: RollingHills Standby Generator

APPLICATION NO: 22-132-1
PERIOD TO: 5/31/2023

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Unlimited Environmental Inc.
2300 E Curry St
Building B
Long Beach , CA 90805

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Standby Generator Demolition and Electrical	54,700.00	0.00	54,700.00	0.00	54,700.00	100.00	0.00	2,735.00
2	Credit for no water proofing	-1,524.00	0.00	-1,524.00	0.00	-1,524.00	100.00	0.00	-76.20
	REPORT TOTALS	$53,176.00	$0.00	$53,176.00	$0.00	$53,176.00	100.00	$0.00	$2,658.80

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Unlimited Environmental Inc.

Name of Customer: City Of Rolling Hills

Job Location: Rolling Hills Standby Generator

Owner:

Through Date: 05/31/2023

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: City Of Rolling Hills

Amount of Check: $50,517.20

Check Payable to: Unlimited Environmental Inc.

Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): $_____
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: Bernice Antimo

Claimant's Title: Controller

Date of Signature: 05/31/23

7/1/12

RECORDING REQUESTED BY
CITY OF ROLLING HILLS
AND WHEN RECORDED MAIL TO:

Name CITY OF ROLLING HILLS

Street Address 2 PORTUGUESE BEND RD

City & State ROLLING HILLS
CA 90274

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

NOTICE OF COMPLETION

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Rolling Hills
3. The full address of the owner is 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CA 90274
4. The nature of the interest or estate of the owner is in fee.
Public safety authority
(If other than fee, strike "in Fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
N/A	N/A

6. A work of improvement on the property hereinafter described was completed on 05/16/2023 . The work done was:
Demolition of Standby generator removal and electrical services
7. The name of the contractor, if any, for such work of improvement was Unlimited Environmental, Inc.
(If no contractor for work of improvement as a whole, insert "none") (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Rolling Hills ,
County of Los Angeles , State of California, and is described as follows:
Demolition of Standby generator removal and electrical services
9. The street address of said property is 2 PORTUGUESE BEND ROAD, ROLLING HILLS, CA 90274
(If no street address has been officially assigned, insert "none")

Dated: 06/06/2023

Signature of owner of corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Manager of the City of Rolling Hills the declarant of the foregoing
("President of," "Manager of," "A partner of," "Owner of," etc.)
notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 6 , 20 23 , at Rolling Hills , California.
(Date of signature) (City where signed)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true)

Agenda Item No.: 12.C
Mtg. Date: 06/12/2023

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 BENNETT LANDSCAPE FOR REPLACEMENT OF THE THREE RAIL FENCE ALONG PORTUGUESE BEND ROAD BRIDLE TRAIL ADJACENT TO CITY HALL; ADOPT BY RESOLUTION NO. 1336 AUTHORIZING A BUDGET MODIFICATION OF $26,724.50; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AUTHORIZE THE CITY MANAGER TO EXECUTE; AND FIND THE SAME EXEMPT FROM CEQA**

DATE: **June 12, 2023**

BACKGROUND:
At the August 22, 2022 City Council Meeting, representatives from the Women's Club Beautification Committee spoke during public comment regarding the roses and fencing along Portuguese Bend Road at the City Hall Campus. Mayor Black requested that an agenda item be brought forth at the next meeting.

At the September 12, 2022 City Council meeting, the Council directed staff to have discussions with the Rolling Hills Community Association (RHCA) regarding the timing of the fence removal, create a request for proposal (RFP) for vinyl fencing replacement, and bring back the RFP at the next meeting for Council approval.

The three-rail fence was removed the week of September 12 by RHCA per previous staff requests. City staff was also in the process of a Landscaping Maintenance RFP and awaiting responses. Staff believed it would be prudent to finalize the Landscaping RFP process and interviews since concerns were expressed over the plantings and irrigation in the same area which inadvertently led to the rotting of the wood fencing.

At the October 24, 2022 City Council meeting, staff made a recommendation for a new Landscaping Maintenance partner, who discussed in detail during an interview the following concerns that should be considered:

- Outdated irrigation system with incorrect nozzles/spray heads for the pathway adjacent

vegetation that contributed to the fence deterioration.
- Improper rose bush maintenance over the years has led to a scenario where they had grown too tall, outlived their useful life span and required replacement and subsequent proper maintenance.
- Staff had observed the use of the pathway in the previous month and anecdotally seen no issues with equestrian or pedestrian passage which was a stated concern for replacing the fencing.

Staff recommended taking more time to evaluate the need for a fence replacement and instead explore the more pressing need for the campus existing irrigation system upgrades and subsequent update of the plant palette along Portuguese Bend Road. Once staff had a new landscape provider, it would work collaboratively with them and bring back recommendations to the Council. The City Council voted to receive and file with City Council comments made that evening to be taken into consideration by staff. Council comments included consideration of ongoing costs of roses, what could be planted aside from roses, the idea of considering landscaping after a new fence was installed, and the need to make decisions that would avoid future unfunded expenses.

At the November 14, 2022 City Council meeting, Bennett Landscaping was selected as the service provider for the City Hall Campus. The service agreement was fully executed in January 2023.

At the February 13, 2023 City Council meeting, members of the Women's Club Beautification Committee spoke during Public Comment on Non-Agenda Items and expressed their continued interest in replacing the three-rail fence and use of white climbing roses as part of the forthcoming new landscape design. Mayor Wilson requested that this item be agendized for the next meeting.

At the February 27, 2023 City Council meeting, the City Council directed staff to get bids for the replacement of the three-rail fence between the City Hall parking lot entrance and Palos Verdes Drive North.

To address the replacement of the three-rail fence in a timely manner, staff initially prepared a Request for Proposals to have a shorter turnaround. Upon further discussion with the City Attorney, the project was deemed a construction project and an official Request for Bids was released and publicly noticed the week of May 3, 2023.

The selected proposer will be required to furnish all materials, equipment, tools labor, and incidentals as required by the Bid and contract documents. The general items of work include removal of existing fence footings and installing new equestrian 3 rail White Vinyl fencing for the equestrian path adjacent to Portuguese Bend Road.

DISCUSSION:
On May 3, 2023, the City officially released the Equestrian Fence Replacement Project # 2023-03 Bid and posted it on the City's website.

On May 6th and 11th, 2023, the City published the Request for Bid in a local newspaper as mandated by the State Public Contract Code.

On May 22, 2023, the City received three (2) sealed bids at the 2pm Bid Closing. Two 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
Bennett Landscape	25889 Belle Porte Avenue Harbor City, CA 90710-3393	$24,295.00
Country Estate Fence Co. Inc.	535 W. Rincon St. Corona, CA 92880	$10,123.41

Staff validated all bids received and determined that Bennett Landscape was the only responsive and responsible bidder. Staff recommendation is to award the construction contract to Bennett Landscape for $24,295.00 and allocate an additional $2,429.50 as a 10% contingency for a total of $26,724.50.

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 Equestrian Fence at City Hall is exempt from CEQA pursuant to section 15301 of the CEQA Guidelines (Existing facilities) in that it will replace previously existing fencing at City Hall. 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 Equestrian Fence 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 $26,724.50 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: $26,724.50 includes 10% contingency.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_PBN_230503_NOB_2023-03_EquestrianFenceReplacement_Affidavit.pdf
CL_BID_230522_2023-03_NC_BennettLandscape.pdf
CL_BID_230522_2023-03_NC_CountryEstate.pdf
ResolutionNo1336_BennettLandscape_FenceReplacement_BudgetAmendment.pdf
CA_AGR_230612_BennettLandscape_2023-03_EquestrianFenceReplacement.pdf

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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:	0011601437
Customer's Reference/PO Number:	
Publication:	Daily Breeze
Publication Dates:	05/06/2023 and 05/11/2023
Total Amount:	$452.50
Payment Amount:	$0.00
Amount Due:	$452.50
Notice ID:	qOppYVcyHbsd3kQRRU0e
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 May 22, 2023 . Thereafter said bids will be publicly opened and read in the City Clerk's office of said City . Equestrian Fence Replacement, Project, Job No. 2023-03 Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders obtain plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net or downloading from the City website at: https://www.rolling-hills.org/business/construction_bids/index.php. All companies requesting project documents will be added to the Project Plan Holder List. Interested parties are encouraged to visit the site at their convenience to verify site conditions prior to submitting their proposal. The site of the project is in public areas and does not require any notification or permission from the City. 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

0011601437

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:

05/06/2023, 05/11/2023

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

Dated at Hermosa Beach, California

On this 11th day of May, 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

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Equestrian Fence Replacement, Project, Job No. 2023-03

Plans and specifications are only available from the City electronically. Paper copies are not available from the City. Bidders obtain plans, specifications, and bid documents by emailing the City Clerk at: cityclerk@cityofrh.net or downloading from the City website at: https://www.rolling-hills.org/business/construction_bids/index.php. All companies requesting project documents will be added to the Project Plan Holder List.

Interested parties are encouraged to visit the site at their convenience to verify site conditions prior to submitting their proposal. The site of the project is in public areas and does not require any notification or permission from the City.

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: 5/6, 5/11/23

You'll Value Our Views

Bennett
LANDSCAPE

A Professional Landscape Company
Award Winning Full-Service landscape Design, Installation and Maintenance

City of Rolling Hills
Equestrian Fence Replacement
Project, Job No. 2023-03
May 22, 2023



Planting Irrigation Masonry Carpentry Lighting Tree Trimming Design
25889 Belle Porte Ave., Harbor City, CA 90710
Bus (310) 534-3543 Ventura Office (8050) 640-3635 Fax (310) 534-3176
www.bennett-landscape.com bennettlandscape@cox.net
Bonded / Insured / Member: California Landscape Contractors Association, International Society of Arboriculture
Irrigation Association & Pesticide Applicators Professional Association
C27 479003 / PCO 30123 / CLIA # 00763

You'll Value Our Views

Bennett LANDSCAPE

A Professional Landscape Company
Award Winning Full-Service landscape Design, Installation and Maintenance

Christian Horvath
City Clerk
City of Rolling Hills

May 22, 2023

Dear Christian,

Thank you for giving us the opportunity to quote City of Rolling Hills Equestrian Fence Replacement, Project, Job No. 2023.03.

If you have questions, please feel free to call: 310 534-3543.

Sincerely

Sean Bennett
Bennett Landscape
President and Founder

RECEIVED
MAY 22 2023
City of Rolling Hills
By NC

Planting Irrigation Masonry Carpentry Lighting Tree Trimming Design
25889 Belle Porte Ave., Harbor City, CA 90710
Bus (310) 534-3543 Ventura Office (8050) 640-3635 Fax (310) 534-3176
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Bonded/Insured/Member: California Landscape Contractors Association, International Society of Arboriculture
Irrigation Association & Pesticide Applicators Professional Association
C27 479003/PCO 30123/ CLIA # 00763

PROPOSAL

Date: 5/19, 2023

Equestrian Fence Replacement, Project, Job No. 2023-03

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 BENNETT LANDSCAPE

By _____

(Signature)

Name/Title SEAN BENNETT, POES.

Address 25889 Belle Porte AVE

Zip CALIF. 90710

Phone 310) 534-3543

RECEIVED
MAY 22 2023
City of Rolling Hills
By NC

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.

JERRY BENNETT, PRES.

LESLIE BENNETT, SEC, TREASURER

Corporation organized under the laws of the State of: CALIFORNIA

BIDDERS PROPOSAL

Name of Bidder: BENNETT LANDSCAPE The undersigned, having examined the proposed Contract Documents titled:

Equestrian Fence Replacement, Project, Job No. 2023-03

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	Procure and Install new 3 Rail White Vinyl Equestrian Fence	1	LS	$ 97.18	$ 24,295.

BASE BID:

TWENTY FOUR THOUSAND TWO HUNDRED NINETY FIVE DOLLARS ($ 24,295.00)

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.

BENNETT LANDSCAPE — Name of Bidder

10% — Amount of Certified Check/Bidder's Bond

25889 BELLE PORTE AVE. HARBOR CITY, CA 90710 — Address

MARKET INSURANCE COMPANY 3131 CAMINO DEL RIO #1450 SAN DIEGO, CA 92108 — 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. : CSBA-24065 **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:

Equestrian Fence Replacement Project, Job No. 2023-03

WHEREAS Bennett Enterprises, A California Landscape Contracting Corporation dba Bennett Landscape

25889 Belle Porte Ave., Harbor City, CA 90710
(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, 3131 Camino del Rio N., Suite 1450, San Diego, CA 92108
(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 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: May 18th, 2023

"Principal" Company Name:	"Surety" Company Name
Bennett Enterprises, A California Landscape Contracting Corporation dba Bennett Landscape	Markel Insurance Company
25889 Belle Porte Ave., Harbor City, CA 90710	3131 Camino del Rio N., Suite 1450, San Diego, CA 92108
By:	By:
Name: SEAN BENNETT	Name: Shaunna Rozelle Ostrom
Its: PRES.	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.

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)

On 05/18/2023 before me, Melissa Ann Vaccaro, Notary Public
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom,
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.

FRS3 MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026 FRS3

Signature Melissa Ann Vaccaro (Seal)
Melissa Ann Vaccaro

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 Los Angeles }

On May 19, 2023 before me, Disporn Wanthivanond-Bailey, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Sean Bennett
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.

DISPORN WANTHIVANOND-BAILEY
Notary Public – California
Los Angeles County
Commission # 2414769
My Comm. Expires Sep 4, 2026

Place Notary Seal and/or Stamp Above

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 Disporn Wanthivanond-Bailey
Signature of Notary Public

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: _____

©2018 National Notary Association

Bond No. CSBA-24065

POA# 510023

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:

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Shaunna Rozelle Ostrom, Frank Morones, Michael D. Stong, Ben Stong, R. Nappi, Benjamin Wolfe, Chelsea Liberatore, Adrian Langrell

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:

Fifteen Million and 00/100 Dollars ($15,000,000.00)

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 4th day of January , 2023 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY HOUSTON TEXAS

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: _____
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 4th 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.

XENIA RIVAS
Notary Public State of Texas
Commission # 129117659
Commission Expires 9/10/24

By: _____
Xenia Rivas, Notary Public
My commission expires 9/10/2024

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 18th day of May , 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. 510023
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.

Bidders Qualifications and References

Name of Bidder Bennett Landscape

THE BIDDER SHALL COMPLETE THE FOLLOWING STATEMENTS:

1. The bidder has been engaged in the contracting business, under the present business name, for 38 years.

2. Experience in work of a nature similar to that covered in the Proposal extends over a period of 10 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):

None

4. Contractor's License Number, State of California 479003 Class 27

5. Contractor's License Expiration Date 9/2023

6. Department of Industrial Relations (DIR) Registration Number 1000006863

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	Fencing, Irrig. planting	162,238	49640	Black + Veatch
B	2021	PL, Irrig. Fencing	202250	202250	MB Construct
C	2022	mulch, Fencing turf,	219668	219668	City of RB
D	2020	Landscape, Irrig, Fence	32554	32554	PV City
E	2021	Fencing	10530	10530	Choi Residence

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	SEAN BENNETT	PRES.	25589 Belleporte AVE HC, CALIF 90710	310-534-3543
B				
C				
D				
E				

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

Bank PREFERRED BANK Branch TORRANCE

Bank F & M BANK Branch REDONDO BEACH

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 Ins Co Phone _____

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	F250 P/U	EXCELLENT	HARBOR CITY
1	BOBCAT AUGER SKIDSTEER	EXCELLENT	HARBOR CITY
1	CARSON TRAILOR	EXCELLENT	HARBOR CITY

(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: President Jean Bennett

DESIGNATION OF SUBCONTRACTORS

NAME OF BIDDER Bennett Landscape

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: License No. License Class DIR Registration No.	N/A		
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)

SEAN BENNETT 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 BENNETT LANDSCAPE, hereinafter called "Contractor", who has submitted to the City of Rolling Hills a proposal for the construction of **Equestrian Fence Replacement Project, Job No. 2023-03**;

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 5/19 day of MAY 2023

BENNETT LANDSCAPE Contractor

Signature

SEAN BENNETT, PRES. Name/Title

SUBSCRIBED AND SWORN TO BEFORE ME

ON May 19, 2023

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

DISPORN WANTHIVANOND-BAILEY
Notary Public – California
Los Angeles County
Commission # 2414769
My Comm. Expires Sep 4, 2026

Place Notary Seal Above

Pre-Bid Site Inspection Certification

Equestrian Fence Replacement Project, Job No. 2023-03

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: BENNETT LANDSCAPES

Signature: [signature]

Name/Title: SEAN BENNETT, PRES.

Date: 5-19-23

BIDDER'S INSPECTORS:

Name: SEAN BENNETT

Title: PRES.

Date of Inspection: 5-18-23

Name: SEAN BENNETT

Title: PRES.

Date of Inspection: 5-18-23

Workers' Compensation Certificate

Equestrian Fence Replacement Project, Job No. 2023-03

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: BENNETT LANDSCAPE

Signature: [signature]

Name/Title: SEAN BENNETT

Date: 5-19-23

COUNTRY ESTATE
FENCE, DECK & RAILING

535 W RINCON ST.
CORONA, CA 92880

Estimate

DATE	ESTIMATE #
5/22/2023	131090

ESTIMATE TO	JOB ADDRESS
CITY OF ROLLING HILLS C/O ALAN PALERMO 2 PORTUGUESE BEND RD. ROLLING HILLS, CA. 90274 310-377-1521	2 PORTUGUESE BEND RD. ROLLING HILLS, CA. 90274 REF # 0000319183 JOB # 2023-03

SOURCE	YOUR REP IS	TERMS
	JC	Per Contract

DESCRIPTION	QTY	COST	TOTAL
SCOPE OF WORK: REMOVE OLD FENCE FOOTING AND INSTALL NEW WHITE VINYL 3 RAIL RANCH STYLE FENCING AT PORTUGUESE BEND RD. TOTAL 180 LF AT 4' HIGH			
MATERIALS			
G-2" X 6' X 16' LONG (RIBBED)	35	93.35	3,267.25
G-5" X 5" X 6' LONG POST (.135 WALL)	24	45.26	1,086.24
5" X 5" POST CAP	24	5.22	125.28
SUBTOTAL			4,478.77
20 % DISCOUNT		-20.00%	-895.75
INSTALLATION CHARGES (PREVAILING WAGES) INCLUDES REMOVAL OF EXISTING FENCE POSTS FOUNDATIONS	1	6,200.00	6,200.00
50 YEAR VINYL MATERIAL WARRANTY / NON PRORATED AND TRANSFERABLE			0.00
MATERIALS MADE IN USA			
COUNTRY ESTATE LICENSE # 658510			
NO SUB-CONTRACTORS			

RECEIVED
MAY 22 2023
City of Rolling Hills
By NC

Estimate good for 15 days. Pricing is subject to change after 15 days.

RETURN GOODS POLICY
No returns on routed posts, cut profiles or special ordered material, colored materials or gates. Purchase after 30 days from date of invoice. Materials approved for return will be charged a 50% restocking fee.

Subtotal	
Sales Tax (9.5%)	
Total	

Phone #	Fax #	Web Site
(800) 286-0999	(951) 808-9223	www.CountryVinylFencing.com

COUNTRY ESTATE
FENCE, DECK & RAILING

535 W RINCON ST.
CORONA, CA 92880

Estimate

DATE	ESTIMATE #
5/22/2023	131090

ESTIMATE TO
CITY OF ROLLING HILLS C/O ALAN PALERMO 2 PORTUGUESE BEND RD. ROLLING HILLS, CA. 90274 310-377-1521

JOB ADDRESS
2 PORTUGUESE BEND RD. ROLLING HILLS, CA. 90274 REF # 0000319183 JOB # 2023-03

SOURCE	YOUR REP IS	TERMS
	JC	Per Contract

DESCRIPTION	QTY	COST	TOTAL
COUNTRY ESTATE VINYL PRODUCTS ARE MANUFACTURED EXCLUSIVELY BY NEBRASKA PLASTICS INC.			

RECEIVED
MAY 2 2 2023
City of Rolling Hills
By NC

Estimate good for 15 days. Pricing is subject to change after 15 days.

RETURN GOODS POLICY
No returns on routed posts, cut profiles or special ordered material, colored materials or gates. Purchase after 30 days from date of invoice. Materials approved for return will be charged a 50% restocking fee.

Subtotal	$9,783.02
Sales Tax (9.5%)	$340.39
Total	$10,123.41

Phone #	Fax #	Web Site
(800) 286-0999	(951) 808-9223	www.CountryVinylFencing.com

Thank you for giving us the opportunity to quote on your fencing needs.

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **658510** Entity CORP

Business Name COUNTRY ESTATE FENCE COMPANY INC

Classification(s) C13 B

Expiration Date 12/31/2024 www.cslb.ca.gov

DIR # 1000059315

RECEIVED

MAY 2 2 2023

City of Rolling Hills

By NC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/08/2023

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

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

PRODUCER
CalCoast Insurance Agency
P.O. Box 1070
11021 Winners Cir #206
Los Alamitos CA 90720

RECEIVED
MAY 22 2023
City of Rolling Hills
By NC

CONTACT NAME: Cal Coast Ins - Mark SR
PHONE (A/C, No, Ext): (562) 598-9701 FAX (A/C, No): (562) 493-6736
E-MAIL ADDRESS: mark@calcoastins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Company	44393
INSURER B : Oak River Insurance Company	34630
INSURER C : Progressive Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Country Estate Fence Co Inc.
535 W Rincon Street
Corona CA 92880

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	BKS57521468	02/01/2023	02/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			00847986-0	02/01/2023	02/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ESA57521468	02/01/2023	02/01/2024	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		COWC456070	02/01/2023	02/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

License # 658510
Certificate holders are named as Additional Insured includes Primary and Non-contributory as respects to General Liability per endorsement attached where required be written contract. Waiver of subrogation applies to GL. CG8810

30 days notice of cancellation, 10 days for non-payment of premium.

CERTIFICATE HOLDER

CONTRACTORS STATE LICENSE BOARD
PO BOX 26000
SACRAMENTO, CA. 95826

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <DA>

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RESOLUTION NO. 1336

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 $26,724.50 FUNDED FROM A TRANSFER FROM GENERAL FUND RESERVES FOR THE EQUESTRIAN FENCE 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 May 3, 2023, the City released a Request for Bid for the Equestrian Fence Replacement Project ("Project"). The bid window closed on 2:00 P.M. on May 22, 2023. The City received two bids.

C. Bennett Landscape ("Bennett") was the lowest responsible bidder for the Project. Bennett's bid for the Project was in the amount of twenty-four thousand, two hundred and ninety-five dollars ($24,295.00).

D. At the June 12, 2023 City Council meeting, the Council approved the Bennett bid and awarded the contract for the Project to Bennett.

Section 2. The sum of twenty-six thousand, seven hundred and twenty-four dollars and fifty cents ($26,724.50) (Bennett's $24,295 bid plus 10% contingency) is hereby appropriated in the Capital Projects Fund funded from a transfer from General Fund Reserves to fund Equestrian Fence Replacement Project performed by Bennett Landscape.

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 12th day of June, 2023.

_____
PAT WILSON
MAYOR

ATTEST:

_____

CHRISTIAN HORVATH
CITY CLERK

CONTRACT AGREEMENT

This Construction Agreement ("Agreement") is made and entered into as of the date executed by the Mayor and attested to by the City Clerk, by and between Bennett Landscape (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 Equestrian Fence Replacement Project, Job No. 2023-03 (Project"), bids were received, publicly opened, and declared on the date specified in the notice; and

B. On June 12,2023, 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 Mayor to execute a written contract with CONTRACTOR for furnishing labor, equipment and material for the Equestrian Fence Replacement Project, Job No. 2023-03 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, Equestrian Fence Replacement Project, Job No. 2023-03 in the City of Rolling Hills. The work shall be performed in accordance with the Plans and Specifications dated 5/3/2023, (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 twenty four thousand, two hundred and ninety five dollars ($24,295.00) 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 30 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 officers, agents and employees ("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: Alan Palermo, Project Manager

CONTRACTOR:

BENNETT LANDSCAPE
25889 Belle Porta Ave.,
Harbor City, CA 90710
Attention: Sean Bennett

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.

28. 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.

29. 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.

30. 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.

31. 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.

32. TIME IS OF ESSENCE: Time is of the essence for each and every provision of the Contract Documents.

33. 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.

34. 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.

35. 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.

36. 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. 479003

CONTRACTOR

Sean Bennett

Bennett Landscape, 25889 Belle Porta Ave., Harbor City, CA 90710

_____

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

Equestrian Fence Replacement, Job No. 2023-03

Bennett Landscape, a California Landscape Contracting Corporation, Contractor License # 479003 ("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: Sean Bennett, President and Founder

_____

Agenda Item No.: 12.D
Mtg. Date: 06/12/2023

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 A PROFESSIONAL SERVICES AGREEMENT WITH DCA CIVIL ENGINEERING GROUP TO PROVIDE CIVIL ENGINEERING SERVICES FOR THE 20C PORTION OF THE CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT IN AN AMOUNT NOT TO EXCEED $40,536 FUNDED BY FEMA HAZARD MITIGATION PROGRAM #DR4344-526-112R, AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

DATE: **June 12, 2023**

BACKGROUND:
The City applied for grant funds through the FEMA Hazard Mitigation Program and on September 14, 2020, the City was awarded $1,145,457 of Federal funds to underground utility infrastructure along Crest Road East from the eastern city limits to the frontage of 67 Crest Road East. The grant requires a local match of 25% ($381,819) for a total project amount of $1,527,276. The local match can be fulfilled using the CPUC Rule 20A work credits.

The entire project was originally characterized as a CPUC Rule 20A project. For Rule 20A projects, Southern California Edison (SCE) handles the design, joint trench bidding and assists in the coordination with the other utility companies. City staff held a kick-off meeting with SCE on January 13, 2021. SCE commenced with their work by performing a site visit and measurements to confirm scope and limits of work and preparation of a Rough Order of Magnitude (ROM) estimate for the project. The ROM was submitted to the City on February 25, 2021 and is based on: 8-poles and approx. 1,340 feet of overhead wires being removed, and 1-overhead service converted to underground feed covering the area from Crest Road from 87 Crest Road to East City Limits. The ROM cost estimate for the entire project was $1,000,000, expressed in 2023 dollars. The City sent SCE an email of concurrence for this ROM on March 3, 2021.

At the May 10, 2021 City Council Meeting, City Council adopted Resolution No. 1275 to

establish an Underground Utility District and set a public hearing for the June 14, 2021 City Council Meeting.

On June 14, 2021, The City Council approved Resolution No. 1276 to create Underground Utility District No. 1 (Crest Road) to support the Crest Road East Cal-OES Hazard Mitigation Grant Project.

Subsequent to the above-mentioned assumptions, SCE recognized that the growing costs to execute the project limited the linear feet that the ROM would cover under the Rule 20A program. The growing cost escalations also increased the City's match fund obligation from an estimated $381,000 to $1,000,000.

As such, the project was divided into two Rule 20 programs. Rule 20A would cover the majority of Crest Road with SCE handling the design, joint trench bidding and assisting in the coordination with the other utility companies. The remainder of the project was converted to a Rule 20C program where the City of Rolling Hills is required to handle the civil design, joint trench bidding and assist in the coordination with the other utility companies. The City is responsible for the completion of the Rule 20C segment including lateral connections to residential panels.

To ensure that the City stays closely in sync with SCE's timing and work specific to the Rule 20C portion, a Request for Proposals (RFP) for Civil Engineering Services was released in early December, 2022 with a closing date of January 11, 2023. Staff anticipated bringing recommendations to Council at the January 23, 2023 meeting based on submissions, but unfortunately, there were no respondents at that time. Staff extended the RFP two more times until February 28, 2023 and March 14, 2023. Again, there were no responses.

The City officially sought input from CalOES regarding the lack of respondents and requested the potential to sole-source the project scope in order to ensure project timelines were met. CalOES consulted with FEMA who directed the City to "cast a wider net via multiple solicitation outlets like BidNet, large newspapers, and send to adequate number of firms directly as required (2 CFR 200.320(b)(2)(i)." The city was also required to directly solicit Minority/Women in Business (M/WBE) firms (2 CFR 200.321.)

The City complied with all requirements and re-released the RFP on or around April 11, 2023 by using the city website, direct solicitation and BidNet. Proposals were originally posted as due on May 9, 2023 and extended to May 11, 2023.

DISCUSSION:

DCA Civil Engineering Group (DCA) from Torrance, CA was the only firm that responded to the RFP. DCA will prepare construction documents to underground existing overhead utilities on Crest Road East from 92 Crest Road East to the City’s easterly gated border. Per the RFP's scope of services, they will also handle project administration, create specifications, cost estimates, offer bid support and assist the city in preparation of a construction bid package, and provide construction support services. Tasks 2 and 5 in the scope of service should not be necessary based on recent conversations with SCE and the attached fees document acknowledges as such.

The Crest Road East Fire Prevention Power Line Undergrounding project is subject to the federal procurement standards under the Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards.

ENVIRONMENTAL REVIEW
The City Council found this was exempt from the California Environmental Quality Act ("CEQA") on October 24, 2022.

FISCAL IMPACT:
Under Rule 20C, the City will be required to cover the costs for any contracted work and then be reimbursed from the grant funds. The grant pays for 75% of the fee and the city pays 25% of the fee using Rule 20A tariff credits.

The total not-to-exceed fee for DCA Civil Engineering Group is $40,536.00.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CA_AGR_230612_DCA_CiviEng_CrestRoadEast_20C_Grant.pdf
GR_OES_230511_RFP_DCA_Proposal_rev.pdf
GR_OES_230511_RFP_DCA_Fees2023_rev.pdf

CITY OF ROLLING HILLS
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this 12th day of June, 2023 between the City of Rolling Hills, a municipal corporation, hereinafter referred to as "CITY" and DCA Civil Engineering Group, Inc. with principal offices at 17625 Crenshaw Blvd., Suite 300, Torrance, CA 90504, hereinafter referred to as "CONSULTANT."

1. RECITALS:

A. The CITY desires to contract the CONSULTANT for civil engineering services preparing construction documents to underground existing utilities on Crest Road East from 92 Crest Road East to the City's easterly gated border

B. CONSULTANT is well qualified by reason of education and experience to perform such services; and

C. CONSULTANT is willing to render such on-call construction inspection and other general inspection services as hereinafter defined.

Now, therefore, for and in consideration of the mutual covenants and conditions herein contained, CITY hereby engages CONSULTANT and CONSULTANT agrees to perform the services set forth in this AGREEMENT.

2. SCOPE OF WORK

CONSULTANT shall perform all work necessary to complete in a manner satisfactory to CITY the services set forth in the specifications and the scope of work described in Section 2.0 Scope of Services in the REQUEST FOR PROPOSALS CIVIL ENGINEERING SERVICES FOR RULE 20C PORTION OF City of Rolling Hills CalOES/FEMA Rule 20 Hazard Mitigation Program Crest Road East Fire Prevention Power Line Undergrounding Project Disaster / Subaward #DR4344-526-112R. Attached herein as Exhibit A (referred to as "SERVICES").

3. COST

The CITY agrees to pay CONSULTANT for all the work or any part of the work performed under this AGREEMENT at the rates and in the manner established in the attached Cost of Services, attached herein as Exhibit B.

Total contract shall not exceed the sum of forty thousand, five hundred and thirty six dollars ($40,536) This fee includes all expenses, consisting of all local travel, attendance at meetings, printing and submission of any plans or any other documents required by the Scope of Work. It also includes any escalation or inflation factors anticipated.

Any increase in contract amount or scope shall be approved by expressed written amendment executed by the CITY and CONSULTANT.

4. METHOD OF PAYMENT

CONSULTANT shall be reimbursed within 30 (thirty) days of submitting an invoice to City for the SERVICES. CONSULTANT shall submit an invoice for the SERVICES within 10 (ten) days of completing each task or portion thereof identified in Exhibit A to this AGREEMENT. CONSULTANT shall submit invoices electronically to the City Manager of the CITY and shall also provide a courtesy copy by U.S. Mail addressed to the City Manager of the CITY.

5. SUBCONTRACTING

CONSULTANT may employ qualified independent subcontractor(s) to assist CONSULTANT in the performance of SERVICES with CITY's prior written approval.

6. COMMENCEMENT OF WORK

CONSULTANT shall commence work under this AGREEMENT upon execution of this AGREEMENT.

7. PERFORMANCE TO SATISFACTION OF CITY

CONSULTANT agrees to perform all work to the reasonable satisfaction of CITY and within the time hereinafter specified.

8. COMPLIANCE WITH LAW

All SERVICES rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal Law.

(A). Federal Requirements

FEMA financial assistance will be used to fund all or a portion of this contract. The CONSULTANT shall comply with all federal requirements including, but not limited to, the following:

(i). 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

(ii). Federal Contract Provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

9. ACCOUNTING RECORDS

CONSULTANT must maintain accounting records and other evidence pertaining to costs incurred which records and documents shall be kept available at the CONSULTANT's office during the contract period and thereafter for five years from the date of final payment.

10. OWNERSHIP OF DATA

All data, maps, photographs, and other material collected or prepared under the contract shall become the property of the CITY.

11. TERM OF CONTRACT

The term of this Agreement shall be from the effective date of this Agreement to January 31, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon notice from the City.

12. TERMINATION

This contract may be terminated by either party with or without cause upon seven (7) days written notice to the other party. All work satisfactorily performed pursuant to the contract and prior to the date of termination may be claimed for reimbursement.

13. ASSIGNABILITY

CONSULTANT shall not assign or transfer interest in this contract without the prior written consent of the CITY.

14. AMENDMENT

It is mutually understood and agreed that no alteration or variation of the terms of this contract, or any subcontract requiring the approval of the CITY, shall be valid unless made in writing, signed by the parties hereto, and approved by all necessary parties.

15. NON-SOLICITATION CLAUSE

The CONSULTANT warrants that he or she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability, or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. INDEMNITY

CONSULTANT shall indemnify and save harmless CITY, its elected and appointed officers and employees from all claims, damages, suits, cost or actions of every name, kind or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of CONSULTANT, it officers, agents, employees and/or servants in connection with this AGREEMENT.

CITY shall indemnify and save harmless CONSULTANT, its officers, agents, employees, and servants from all claims, damages, suits, costs or actions of every name, kind, or description, brought for, or on account of, (i) injuries to or death of any person, (ii) damage to property or (iii) arising from performance of this AGREEMENT in any manner that resulted from the fault or negligence of the CONSULTANT, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

If CONSULTANT should subcontract all or any portion of the SERVICES to be performed under this AGREEMENT, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the term of the preceding paragraph. This section shall survive termination or expiration of this AGREEMENT.

17. <u>INSURANCE</u>

A. Without limiting CONSULTANT'S obligations arising under paragraph 16 - Indemnity, CONSULTANT shall not begin work under this AGREEMENT until it obtains policies of insurance required under this section. The insurance shall cover CONSULTANT, its agents, representatives and employees in connection with the performance of work under this AGREEMENT, and shall be maintained throughout the term of this AGREEMENT. Insurance coverage shall be as follows:

i. <u>Automobile Liability Insurance</u> with minimum coverage of $300,000 for property damage, $300,000 for injury to one person/single occurrence, and $300,000 for injury to more than one person/single occurrence.

ii. <u>Public Liability and Property Damage Insurance</u>, insuring CITY its elected and appointed officers and employees from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from CONSULTANT'S actions under this AGREEMENT, whether or not done by

CONSULTANT or anyone directly or indirectly employed by CONSULTANT. Such insurance shall have a combined single limit of not less than $500,000.

iii. Worker's Compensation Insurance for all CONSULTANT'S employees to the extent required by the State of California. CONSULTANT shall require all subcontractors who are hired by CONSULTANT to perform the SERVICES and who have employees to similarly obtain Worker's Compensation Insurance for all of the subcontractor's employees.

iv. Professional Liability Insurance for CONSULTANT that at a minimum covers professional misconduct or lack of the requisite skill required for the performances of SERVICES in an amount of not less than $500,000 per occurrence.

B. Deductibility Limits for policies referred to in subparagraphs A (i) (ii) and (iii) shall not exceed $5,000 per occurrence.

C. Additional Insured. City, its elected and appointed officers and employees shall be named as additional insured on policies referred to in subparagraphs A (i) and (ii).

D. Primary Insurance. The insurance required in paragraphs A (i) and (ii) shall be primary and not excess coverage.

E. Evidence of Insurance. Consultant shall furnish CITY, prior to the execution of this AGREEMENT, satisfactory evidence of the insurance required, issued by an insurer authorized to do business in California, and an endorsement to each such policy of insurance evidencing that each carrier is required to give CITY at least 30 days prior written notice of the cancellation of any policy during the effective period of the AGREEMENT. All required insurance policies are subject to approval of the City Attorney. Failure on the part of CONSULTANT to procure or maintain said insurance in full force and effect shall constitute a material breach of this AGREEMENT or procure or renew such insurance, and pay any premiums therefore at CONSULTANT'S expense.

18. ENFORCEMENT OF AGREEMENT

In the event that legal action is commenced to enforce or declare the rights created under this AGREEMENT, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees in the amount to be determined by the court.

19. CONFLICTS OF INTEREST

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this AGREEMENT; and the CONSULTANT further covenants that in the

performance of this AGREEMENT, no person having any such interest shall be employed.

20. INDEPENDENT CONTRACTOR

The CONSULTANT 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 over the conduct of the CONSULTANT or any of the CONSULTANT's employees or subcontractors, except as herein set forth. The CONSULTANT 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 the CITY.

21. ENTIRE AGREEMENT OF THE PARTIES

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by CITY and contains all the covenants and agreements between the parties with respect such employment in any manner whatsoever. Each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONSULTANT.

22. NOTICES.

All written notices required by, or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; the parties to this AGREEMENT shall promptly inform the other party of any change of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this AGREEMENT is as follows:

CITY: Elaine Jeng, PE, City Manager
City of Rolling Hills
No. 2 Portuguese Bend Road
Rolling Hills, CA 90274

CONSULTANT: DCA Civil Engineering Group, Inc.
Attn: Steve Cummins
17625 Crenshaw Blvd. Suite 300
Torrance, CA 90504

23. GOVERNING LAW

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, and all applicable federal statutes and regulations as amended.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date and year first above written.

CITY OF ROLLING HILLS

CITY MANAGER

_____

ELAINE JENG, PE

DATE:_____

CONSULTANT

_____

DATE:_____

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

PATRCK DONEGAN, CITY ATTORNEY

Exhibit A

Scope of Work

Exhibit B

Cost of Services

Exhibit C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, Consultant shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit.

1. **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)**

(A) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(B) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City. Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. **COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)**

(A) If any indirect costs will be charged to the City under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at 2 C.F.R. Part 200, subpart E ("Cost Principles"). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles ("GAAP"), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Consultant.

3. **ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)**

(A) Consultant shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, City, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Consultant's personnel for the purpose of interview and discussion related to the books and records.

(B) The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(C) The Consultant agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(D) In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this contract is intended to prohibit audits or internal review by the FEMA Administrator or the Comptroller General of the United States.

4. **REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)**

(A) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of $10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the City, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

(i) Termination for Convenience. The City may, by written notice to Consultant, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Consultant of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the City, the City shall compensate Consultant for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Consultant shall provide documentation deemed adequate by the City to show the work actually completed or materials provided by Consultant prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.

(ii) Termination for Cause. If Consultant fails to perform pursuant to the terms of this contract, the City shall provide written notice to Consultant specifying the default ("Notice of Default"). If Consultant does not cure such default within ten (10) calendar days of receipt of Notice of Default, the City may terminate this contract for cause. If Consultant fails to cure a default as set forth above, the City may, by written notice to Consultant, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Consultant shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the City as of the date the City provides the Notice of Termination. In such case, the City shall have the right to take whatever steps it deems necessary to complete the project and correct Consultant's deficiencies and charge the cost thereof to Consultant, who shall be liable for the full cost of the City's corrective action, including reasonable overhead, profit and attorneys' fees.

(iii) Reimbursement; Damages. The City shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Consultant's performance of the work.

(iv) Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Consultant shall promptly discontinue the work unless the Notice directs to the contrary. Consultant shall deliver to the City and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. Consultant acknowledges the City's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the City's termination of this contract. The City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed work or materials not provided, and shall not be entitled to damages or compensation for termination of work or supply of materials. If City terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Consultant shall be entitled to receive only the amounts payable under this Section, and Consultant specifically waives any claim for any other amounts or damages, including, but

not limited to, any claim for consequential damages or lost profits. The rights and remedies of the City provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

(B) Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, if this contract meets the definition of a "federally assisted construction contract" in 41 C.F.R. § 60-1.3, then Consultant shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

(i) Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(ii) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

(iii) Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.

(iv) Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of

September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) Consultant will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24,1965, so that such provisions will *be* binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

(C) Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

(D) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, Consultant shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and

provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(ii) No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(iii) In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.

(iv) The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(v) The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(E) <u>Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:</u>

(i) If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution

of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the City.

(ii) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(iii) This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(F) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of $150,000, Consultant shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection City Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding $150,000.

(G) Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the

OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(i) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this contract.

(H) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of $100,000, Consultant shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds $100,000.00, Consultant shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." Consultants that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(I) Appendix II to Part 200 (J) – Procurement of Recovered Materials:

(i) Consultant shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements

of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

(ii) Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

(iii) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

5. **MISCELLANEOUS PROVISIONS**

(A) The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(B) This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this contract. The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(C) Consultant acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this contract.

(D) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Consultant, any subcontractors or any other party pertaining to any matter resulting from the contract.

(E) <u>General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments</u>.

(i) General and administrative expenses shall be negotiated and must conform to the Cost Principles.

(ii) Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Consultant, the Consultant's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(iii) Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Consultant exceeds at its own risk.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first written above.

CITY OF ROLLING HILLS

ELAINE JENG, City Manager

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

PATRICK DONEGAN
CITY ATTORNEY

STEVE CUMMINS, P.E.,
DCA CIVIL ENGINEERING GROUP, INC

Steve Cummins, P.E.

EXHIBIT A

DCA CIVIL ENGINEERING GROUP

2nd REVISED PROPOSAL
FOR
CIVIL ENGINEERING SERVICES

CREST ROAD EAST FIRE PREVENTION POWER LINE
UNDERGROUNDING PROJECT
92 CREST ROAD EAST
ROLLING HILLS, CA. 90274

PREPARED FOR:

CHRISTIAN HORVATH
CITY OF ROLLING HILLS
2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA. 90274

PREPARED BY:

DCA CIVIL ENGINEERING GROUP, INC.
17625 CRENSHAW BLVD., STE 300
TORRANCE, CA 90504

JUNE 8, 2023
PROPOSAL NO. 23-1993-4956.000-024

DCA CIVIL ENGINEERING GROUP

2nd REVISED PROPOSAL NO. 23-1993-4956.000-024

June 8, 2023

Christian Horvath
City Clerk/Executive Assistant to the City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA. 90274

Re: 2nd Revised Proposal for Civil Engineering Services

Dear Christian:

On behalf of DCA Civil Engineering Group, Inc. I would like to thank you for the opportunity to submit a proposal for the civil engineering and surveying services for the above referenced project.

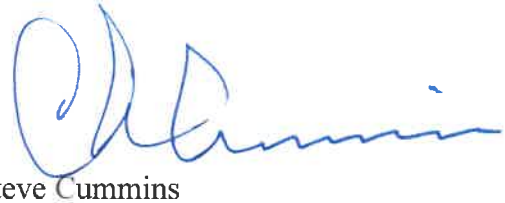
As your consultant, we will provide you with the services outlined in our attached proposal in an efficient and timely manner. We, at DCA Civil Engineering Group, Inc. continually strive to establish and maintain long-term and mutually beneficial relationships.

Should you wish to proceed with a contractual agreement or wish us to present a proposal for any upcoming projects in the future, please contact me at 310-327-0018 Ext. 104.

Thank you for giving us the opportunity to be of service to City of Rolling Hills.

Sincerely,

DCA CIVIL ENGINEERING GROUP, INC.



Steve Cummins
PRESIDENT/CEO

DCA CIVIL ENGINEERING GROUP, INC. IS A STATE REGISTERED SMALL BUSINESS ENTERPRISE.
RCE# 34526, QSD & QSP 20737 & PLS# 8418

2nd REVISED PROPOSAL NO.
23-1993-4956.000-024

June 8, 2023

Christian Horvath
City Clerk/Executive Assistant to the City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA. 90274
Phone: 310-377-1521
Email: chorvath@cityofrh.net

Re: 2nd Revised Proposal for Civil Engineering Services

PROJECT ADDRESS:
92 Crest Road East, Rolling Hills, CA. 90274
APN: 7567-004-040

SCOPE OF SERVICE

It is our understanding that The City of Rolling Hills is participating in the undergrounding program for electrical lines for purposes of improving fire prevention. The requirements for the program fall under CPUC Rule 20, with the City's responsibility being for segment Rule 20C, from 92 Crest Road East to the City's easterly gated border; more specifically, as shown on SCE approved design plan, project No. 2410847 (see attached). Accordingly, DCA Civil Engineering Group, Inc. ("DCA") has been requested to provide this proposal for professional civil engineering services to provide administrative support and construction management based on the SCE approved design plans. This will include initial administration and meetings.

The following is our proposal to provide civil engineering services for the project:

Task 1 – Project Administration and Meetings
DCA will:
1) Develop project schedule to meet grant, bid/award and construction requirements.
2) Develop project approach, and dedicate resources to deliver the desired outcome of the project per the project schedule.
3) Coordinate with utility companies as needed.
4) Coordinate with residents as needed.
5) Meetings (number of meetings):
   a. Scoping/Kick-off (2)
   b. Utility Company (2)
   c. City staff (2)
   d. Stakeholders - Final Designs/city bid package (2)
   e. City Council (1)

Task 2 – Construction Plans
Construction approved plans to be supplied to project by SCE as their project No. 2410847 for this segment R20C. DCA will provide for coordination with SCE regarding issues and clarifications regarding their construction documents.

Task 3 – Specifications
DCA will:
Project Specifications package, bid/award submittal: Prepare specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency, utility and electrical standards, specifications, and guidance documents in order to qualified trenching bids. Provide for coordination of any the required permits, standards, and reference materials to be included in the City's standard contract documents. Every item of work will be fully covered including a measurement clause and a payment clause. City will supply the bid packing current template, in Word, including project special revisions section.

Task 4 – Cost Estimates
DCA will:
Prepare an engineer's construction cost estimate for the SCE designed Project for the required trenching submittal. Cost estimate shall have quantities and unit prices with back-up calculations for all quantities. DCA shall verify current unit prices at time of final plan approval.

Task 5 – Permitting and Regulations
DCA will:

City to coordination and track the required permit and to confirm compliance with Public Contract Code Section 10120 in the preparation of full, complete, and accurate S&E documents.

Task 6 – Bid Support
DCA will:
Assist the City in preparation of the project Bid Package and provide responses to questions received during the bid phase. Assist the City in compiling data on bids received and assist the City in reviewing the bids for responsiveness and contractual requirements.

Task 7 – Construction Administrative Support Services
DCA will:
Provide support as follows:

1) Attend a pre-construction meeting and provide clarification of contract documents as needed.
2) Respond to Contractor's Request for Information.
3) Review Contractor's submittals for conformance with the contract documents.

4) Upon completion of construction, DCA will coordinate the provisions of as-built drawings by the Designer (SCE) and submit to the City electronically, AutoCAD and PDF formats.

All data, documents, and other products used or developed during the project will become the property of the City.

Items which are not included in this scope of service but which can be provided by this office as an additional service are as follows:

- Section 4 – optional project (#92 Crest Rd. E to East City boundary). SCE Rule 20C only.
- Planning, entitlement or subdivision services.
- Design of trenching plans or traffic control plans.
- Water quality control documents (SWPPP, LID, erosion control, BMP and other).
- Additional on-site plans, including, but not limited to, demolition plan, retaining walls, striping and signing plan, site electrical plan, landscape and irrigation plan
- Utility design, coordination or relocation unknown at this time.
- On-site or Off-site improvement plans.
- Surveying services including topography, construction staking and boundary.
- Soils or geotechnical reports.
- Title report.
- Electrical connections details (SCE responsibility).
- Easements preparation or review (SCE responsibility).
- Ground Penetrating Radar Utility search. (GPR).
- Topographic survey of project area, by others, supplied to DCA in an AutoCADD format.
- Excavation permit.
- Environmental clearances including, but not limited to, CEQA, mitigation measures, NPDES, BMPS, air/water quality, and erosion/sediment control.
- Construction inspection.
- Coordination with project stake holders during construction.
- Coordination with SCE regarding previously approved SCE plans.
- Confirmation of permit and regulations compliance.

FEE SCHEDULE

PLEASE SEE ATTACHED UNDER SEPARATE COVER FOR RATE SCHEDULE AND SPREAD SHEET SHOWING LABOR RATES AND PROPOSED LABOR HOURS.

Note that we have read the Rolling Hills sample professional services agreement (subject to amendment by the City) and agree with its terms.

The attached fee is based upon the scope of work established from plans & design criteria available to us as of this date. Any additional work necessitated by subsequent changes and alterations thereto, or needed due to local governmental, or other jurisdictional agency requirements, as well as any services not specifically listed in the scope of professional services attached hereto and made a part of this proposal will constitute an additional work order.

Additional work orders will be performed and billed as extra work, in addition to the contract amount stipulated herein, and will be charged on a time & material basis, in accordance with our fee schedule in effect at the time such extra services are rendered. Client will be notified prior to any additional work being performed.

Our fee proposal will hold firm for work performed within 6 months of the date of this proposal. The fee for any work performed beyond that date will be adjusted by mutual agreement. All agreements will follow the requirements of Assembly Bill 2629 signed September 30, 2000 henceforth be known as Business & Professions Code § 6749 effective January 1, 2001, regarding the required use of written contracts.

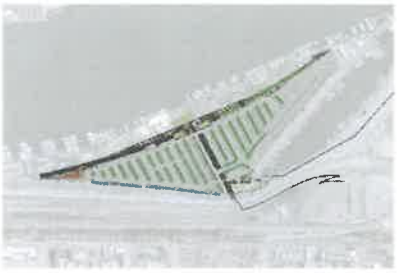
Thank you for giving DCA Civil Engineering Group, Inc. the opportunity to be of service to your company. Should you wish to proceed, please contact Steve Cummins at 310-327-0018 Ext. 104 to make contractual arrangements.

Sincerely,

DCA CIVIL ENGINEERING GROUP, INC.

Steve Cummins, P.E.
PRESIDENT
R.C.E. No. 34526, Exp. 09/30/2023






PROPOSAL FOR
CIVIL ENGINEERING SERVICES

CREST ROAD EAST FIRE PREVENTION POWER LINES UNDERGROUNDING PROJECT
92 CREST ROAD EAST
ROLLING HILLS, CA. 90274
#DR4344-526-112R

DCA CIVIL ENGINEERING GROUP

17625 Crenshaw Blvd Ste. 300
Torrance, CA 90504
Tel. 310-327-0018
213-250-0018
949-753-8100






DCA CIVIL ENGINEERING GROUP

May 9, 2023

Christian Horvath
Project Manager

City of Rolling Hills
Email: chorvath@cityofrh.net

2 Portuguese Bend Road
Rolling Hills, CA. 90274
Phone: (310) 377-1521

C. Steve Cummins
President/CEO

DCA Civil Engineering Group, Inc.
Email: scummins@dcacivileng.com

17625 Crenshaw Blvd., Suite #300
Torrance, CA. 90504
Phone: (310) 327-0018 Fax: (310) 327-0175

Re: Proposal for Crest Road East Fire Prevention Power Line Underground Project #DR4344-526-112R

To Mr. Horvath:

We are pleased to respond to your Request for Proposal (RFP) for professional Civil Engineering Services for the Engineering Services for The City of Rolling Hills.

DCA Civil Engineering Group was founded and incorporated in California in 1983. We have served repeatedly as key advisors/consultants on redevelopment projects and are recognized for our ability to approach projects with continuity in design reflective of a positive economic and community impact. Maintaining the ability to provide immediate response to client's needs is an essential part of our service.

DCA Civil Engineering Group is located in Torrance, with the office just off the 405 freeway at Artesia Blvd. To ensure that our clients receive cost effective solutions, our team keeps on the cutting-edge of technology and is committed to ongoing capital investments in hardware and software for both office and field procedures.

We understand that The City of Rolling Hills has an emphasis on having appropriate professional and experienced staff. DCA Civil Engineering Group, Inc. is in an excellent position to fill that role as a local company that can provide the services attached in the RFP.

DCA Civil Engineering Group, Inc. continually strives to establish and maintain long-term and mutually beneficial relationships.

Sincerely,

DCA CIVIL ENGINEERING GROUP, INC.

Steve Cummins, P.E.
PRESIDENT/CEO

DCA CIVIL ENGINEERING GROUP, INC. IS A STATE REGISTERED SMALL BUSINESS ENTERPRISE.
RCE# 34526, QSD & QSP 20737 & PLS# 8418

Company Profile

- Full-Service Team
- Reliability
- Accessibility
- Experience
- Innovative
- Cost Effective
- Responsive
- Adaptable
- Quality Control
- Communication
- Sustainability

For nearly 40 years, DCA Civil Engineering Group, Inc. (SBE) is known for their strong commitment to providing professional services and the development of long-term business relationships.

The firm provides a comprehensive range of, professional engineering and surveying services to both the private and public sectors. DCA is recognized for their ability to approach projects with continuity in design, reflective of a positive economic and community impact.

While the range of services varies from project to project; DCA's core services are civil engineering, land planning, construction staking, SWPPP Compliance before and during construction, land surveying and mapping, utility research, planning and the design of utility relocations, construction management and construction inspection services.

Founded in 1983 as a California Corporation, the firms over three decades of practice have resulted in a solid foundation of technical expertise gained from experience and the dedication of our diverse staff to approach each project with integrity.

DCA Civil Engineering Group, Inc. is proud of their reputation in meeting aggressive schedules and having the ability to assemble successful multi-disciplinary project teams.



The consulting services offered include the following: design and processing of grading, street (B Permits), sewer, storm drain, traffic control signage and striping, water and utility improvement plans; parking and traffic circulation design; utility infrastructure research and relocation planning and design; SWPPP and LID; land planning and entitlement services including tract maps, parcel maps, lot line adjustments, zone changes, conditional use permits and variances. Surveying services include well monitoring, boundary, architectural, topographic and A.L.T.A. surveys, as well as aerial mapping and construction control. The DCA firm also offers legal descriptions and exhibit map preparation.

17625 Crenshaw Blvd., Suite
300 Torrance CA 90504
310 327-0018

DCA Civil Engineering Group, Inc. has Qualified SWPPP Developer and Practitioner personnel, certified by the California Storm Water Quality Association.

Construction Management services include, but are not limited to, cost estimating, scheduling, value engineering, constructability reviews, LEED support, utility permit coordination, and construction monitoring inspection.

All phases of design from concept to 100% construction documents have stringent quality control methods in place.

DCA provides expert witness, trial court representation and consulting services for Civil Engineering, Land Planning, and Land Surveying.

DCA is headquartered in Torrance. Our cohesive team of experienced personnel have a client-oriented attitude and a multi-disciplinary approach resulting in optimized performance in all aspects of engineering design, planning, and field surveying services.

DCA Civil Engineering Group Inc. Clients:

- Aerospace
- Airports
- Architects
- Army Corp of Engineers
- Auto Dealerships
- Big Boxes
- Business Parks
- Commercial and Industrial
- Contractors
- Developers
- Government Agencies
- Hotel Chains
- Hospitals/Medical Buildings
- Infrastructure Planning and Design
- Insurance Companies
- LAX Transit Corridor/MTA Crenshaw
- Lending Institutions
- Multi-Family Residential
- Municipal Agencies & Cities
- Oil, Gas, and Petrochemical Companies
- Parking Structures
- Real Estate Companies
- Restaurants
- School Districts
- Shopping Centers
- Supermarkets Chains
- Transportation Agencies
- Universities
- Utility Companies
- Utility Infrastructural Planning Design
- Water Districts

Corporate Office:
17625 Crenshaw Blvd., Suite 300
Torrance, CA 90504
Phone: 310-327-0018, 949-753-8100
Fax: 310-327-0175

www.dcacivileng.com

Principal Contact:
Steve Cummins, CEO
Phone: 310-327-0018

Current Personnel: 17

Legal Form of Business:

- California Corporation est. 1983
- State Certified Small Business Enterprise #19298
- **Metropolitan Water District—Cert No. SBE#163595, Exp. Date: 09/16/2022**
- Enterprise Certified recognized by Metropolitan Water District of Southern California, City of San Diego, San Diego County Water Authority, Minority Business Development Agency, Los Angeles Unified School District, Port of Los Angeles, Los Angeles Community College District.
- POLA's Contracts Management Database—*DiversityXchang, SBE/VSBE*
- City of Los Angeles Certified Small, Local Business Enterprise #2153, Local Business Enterprise
- County of Los Angeles Local Small Business Enterprise Preference Program Certified #11054501
- METRO SBE Certified #5210
- METRO Certification of Pre-Qualification
- City of Long Beach Certified Small Business #3225
- The Network—Certified Small Business #10280; The Port of Long Beach and San Diego County Water District and VSBE with POLB

NAICS #(s)
541330 Civil Engineering, 541320 Land Use Planning Services, 541370 Land Surveying

DESIGN SERVICES OFFERED BY DCA CIVIL ENGINEERING GROUP, INC.

A Full Service Civil Engineering & Surveying Company

Civil Engineering

Quality Control
Value Engineering
Precise and Rough Grading Plans
Highway Design
Street Improvement Plans
Street Lighting Plans
Freeway On/Off Ramp Plans
Flood Control Engineering
Water and Sewer Plans
Sewer Capacity Studies
Sanitation Engineering/Lift Stations
Storm Drain Plans
Hydraulic Studies
Hydrology Studies
Reclaimed Water Plans
Flood Plain Studies
Geographical Information System
Earthwork Calculations
NPDES/SWPPP
SUSMP/LID
Erosion Controls
Horizontal Control Plans
Construction Management
Inspection Services
Utility Research and Plotting
Permit Facilitator

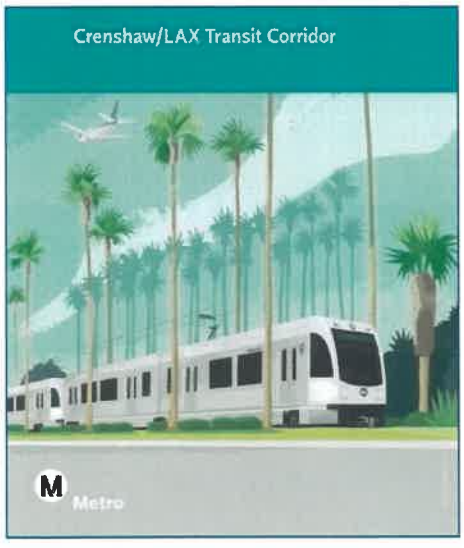
Expert Testimony

Planning
Civil Engineering
Land Surveying

Surveying and Mapping

Geodetic Positioning & G.P.S. Surveys
Architectural Design Surveys
Aerial Topographic Mapping
Topographical Surveys – Conventional
A.L.T.A. Surveys – Extended Coverage
A.L.T.A. Surveys – Multiple Sites
Boundary & Cadastral Surveying
Record of Survey
Sub-Surface Mapping
Control Surveys
Landfill Surveying
Tract Maps
Parcel Maps
Lot Line Adjustments
Legal Descriptions
Easement Writing
Easement Mapping
Construction Staking
Right-of-Way Mapping
Linear & Vertical Certifications

Crenshaw Line Utilities Relocation



Planning, Master Planning and Land Use Entitlement

Industrial and Commercial Site Layout
Master Plan Development
Engineering Feasibility Studies
Comprehensive Land Use Planning
Urban Studies Design and Development
Redevelopment Planning
Tentative Subdivision Maps
Parcel Maps
Lot Line Adjustments
Zone Changes
Entitlements
Variance and Conditional Use Permits
Street Improvement Plans
Street Dedications, Vacations and Specifications
Utility Company Coordination
Utility Planning and Design
EIR Assistance
Feasibility Studies
Final Subdivision
Haul Routes
Tract Map Clearances
CEQA – Initial Study
LEED Consulting
QSD & QSP Services

BRIDGE TO BREAKWATER—PORT OF LOS ANGELES, LOS ANGELES, CA.



We can utilize a wide variety of resources for other specialized disciplines such as, soil sampling and testing, traffic engineering, environmental engineering and structural engineering in order to provide our clients with a complete range of services.

Budgets – Value Engineering
Scheduling & Critical Path Preparation
Construction Management
Field Inspection
Risk Management
Cost Estimating
Contract Administration
Permit Facilitation
Claims avoidance and resolution support
Scheduling control
Cost control
Labor compliance program
Pro-active partnering
Bid assistance and package preparation
Sustainable design review
Change order review
Contract Negotiation & Review
Lease Obligation Assistance
Architecture / Engineering
Permit Facilitation
Pre-Construction Field Assistance
New Construction & "As-Built" Supervision
Site Rehabilitation & Tenant Improvements
Bid Assistance & Package Preparation
Shop Drawing Reviews
Specification Writing

UNIVERSITY LOGISTICS CENTER, COUNTY OF LOS ANGELES

Client: PRI University Industrial CA, LLC

DCA Civil Engineering Group provides on and offsite civil engineering, mapping, and surveying services for the design and construction of a concrete tilt-up industrial building. The project consists of the installation of a 128,000 square foot building on a 7.5-acre lot.

Project Relevance:

Surveying, Construction Drawings, Utility Coordiantion

Project Status:
Permitting

The project consists of the demolition of three buildings and all existing site improvements. This requires a full re-design & re-grading of the site. The footprint of the building requires that all floor elevations remain constant while remaining harmonious with the exterior site improvements. The project also required special attention to Storm Water Quality & Volume Control.

The scope of the work included: Topographic survey, ALTA, Utilities research and plotting, grading, storm design, sewer design, off-Site street improvements, lot line adjustments, easement quitclaims, SWPPP & LID preparation, hydrology/hydraulics report, utility company notification letters, and utility coordination, earthwork calculations, RFI's, and LEED consulting.

THE MIX @ HARMAN CAMPUS, CITY OF LOS ANGELES

Client: G&I VIII Northridge Operating LP

DCA Civil Engineering Group provided on and offsite civil engineering, mapping, surveying, and construction administration services for the redevelopment of a 44-acre parcel. Further, the project required a partial renovation to an existing +200k square foot building along with three new commercial buildings as an additional phase to the development.

Project Relevance:
Phasing; Utility Coordination, Surveying, Construction Drawings
Project Status:
Completed

The project consisted of re-imagining of site circulation in conjunction with project architect and landscape architect. Additionally, the new commercial buildings required utility relocations and new utility connections for the proposed buildings pursuant to a Lot Line Adjustment performed on the parcel configurations.

The scope of the work included: Boundary & Topographic survey, ALTA, Utilities research and plotting, grading, storm design, sewer design, lot line adjustments, easement quitclaims, SWPPP & LID preparation, hydrology/hydraulics report, utility company notification letters, and utility coordination, earthwork calculations, RFI's, and LEED consulting.

Services provided by DCA Civil Engineering include ALTA surveys of all properties, aerial and on-site topographic surveys of the properties, underground utility and easement research and plotting, on-site hydrology studies and preparation of water quality control documents, site and horizontal control plans,

erosion control plans, demolition plans, grading/drainage plans, utility, storm drain, sewer, water and fire service plans, and bidding and construction support.

M2 FACOTRY MODERNIZATION, CITY OF REDONDO BEACH

Client: The Austin Company

DCA Civil Engineering Group provides Civil Engineering, Land Surveying and Construction Services for the expansion and modernization of an existing industrial building. The installation requires significant site improvements (in multiple phases) and establishment of new pathways for optimal circulation of various users. DCA was brought on with a stipulation of strict confidentiality.

Project Relevance:
Confidentiality, Phasing, Surveying, Utility Coordination, Construction Drawings

Project Status:
Ongoing

The scope of the work includes: Boundary & Topographic survey, utilities research, plotting& relocations, grading, storm design, sewer design, off-Site street improvements, lot line adjustments, easement quitclaims, SWPPP & LID preparation, hydrology/hydraulics report, utility company notification letters, and utility coordination, earthwork calculations, and RFI's.

ON-CALL SURVEYING SERICES, CITY OF TORRANCE

Client: City of Torrance, Department of Public Works

DCA Civil Engineering Group, Inc. was chosen to become the On-Call Surveyor for the City of Torrance Public Works Department. DCA began these services in 2017 and has been renamed twice (annual renewal) as the On-Call Surveyor.

Project Relevance:
On-Call Services Surveying; Monitoring

Project Status:
On-going

The DCA scope of services for these On-Call Services included:

Interaction and coordination with Public Works Department on pending road improvements; observe and document existing survey monuments within the construction area; calculate position at monuments to be destroyed relative to existing monuments outside of the construction area; replace obliterated monuments with new survey monuments at calculated position; File record of monument replacement with County of Los Angeles, Department of Public Works, Survey Division.

On-Call Services also included the monitoring of two areas of the City known to experience unusual land movement. The services for these sites included: Surveying of fixed monuments on-site; tabulation of current position for fixed monuments, compare current position to previously collected position; prepare report documenting the movement of the fixed monuments.

CRENSHAW BLVD. REHABILITATION, I-147

Client: City of Torrance, Department of Public Works

DCA Civil Engineering Group, Inc. was chosen for the Crenshaw Blvd. Rehabilitation to design topographic survey, utility research & notification, and utility potholing.

BLUFF COVE LANDSLIDE, CITY OF PALOS VERDES ESTATES
Client: City of Palos Verdes Estates

DCA Civil Engineering Group, Inc. provided Land Surveying Services for Bluff Cove in the City of Palos Verdes Estates. The site was known to experience unusual amounts of land movement on a continuous basis

Project Relevance:
Surveying;
Monitoring

Project Status:
Complete

DCA Civil Engineering Group, Inc. scope of work included:



Surveying of fixed monuments throughout project site; tabulation of current position for fixed monuments; compare current position to previously collected position, prepare report documenting the movement of the fixed monuments.

CITY OF MAYWOOD
Client: City of Maywood, Department of Public Works

DCA Civil Engineering Group, Inc. was chosen to perform GPS survey of 420 sewer manholes for the City of Maywood. The survey was to be used toward the completion of sanitary sewer master plan. Measurements were taken at each manhole for location, elevation, & depth. All information was tabulated in Microsoft Excel spreadsheets for incorporation into the City's GIS database.

Project Relevance:
Surveying;

Project Status:
Complete

CITY OF COMPTON
Client: City of Compton, Department of Public Works

DCA Civil Engineering Group, Inc. was chosen for the rehabilitation of the Gonzales Park "Jackie Robinson Baseball Field" to design topographic survey, utility research & notification, and utility potholing.

Project Relevance:
Surveying;

Project Status:
On-Going

CITY OF REDONDO BEACH,
Client: City of Redondo Beach, Department of Public Works

DCA Civil Engineering Group, Inc. was chosen for the design services for Esplanade Street Improvements: Knob Hill Avenue to Catalina Avenue. Work included Design of cross-gutters at Ruby St., Topaz St., and Knob Hill Ave. as per requested by City of Redondo Beach. All ramps brought into compliance with ADA standards, field Engineering, RFI's, Construction Services, and construction documents.

Project Relevance:
Surveying;

Project Status:
Complete

DCA CIVIL ENGINEERING GROUP

References:

Ron Dragoo, PE
Principal Engineer
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA. 90275
Phone: (310) 544-5252
Email: Rond@rpvca.gov

Michael Johnson
Vice President Development
Overton Moore Properties
19700 S. Vermont Avenue #101
Torrance, CA. 90502
Phone: (310) 354-2477
Email: Mjohnson@omprop.com

Glenn Schulz
Senior Project Manager
The Austin Company
6410 Oak Canyon, Suite 150
Irvine, CA 92618
Phone: (949) 451-9901
Email: Glenn.Schulz@theaustin.com

CITY OF ROLLING HILLS
2QS-RULE 20C INSTALL UG
STATLER 16KV
WALTERIA SUB

ATTACHMENT 2

TD1993916 UG INSTALL
WORK WITH
TD2019774-OH REMOVAL
TD1869860 -OH INSTALL
TD1869862-UG INSTALL

UNDERGROUND SERVICE ALERT
Contact USA
Dial 811 or 800-422-4133
www.digalert.org/contact
For Underground Locating
Two Working Days Before You Dig
D18: Rev. 05/28/20

CONSTRUCTION NOTES:

Unless otherwise specified on the working drawing which forms a part of the specification, the Contractor/Developer shall furnish the following items at no cost to the Edison Company.

Southern California Edison Company has attempted to correctly show all existing utilities and substructures in the vicinity of the work, but does not guarantee there are no other substructures in the area. Failure of SCE to show all substructures in their correct location will not be a basis for a claim for extra work, and the contractor shall be responsible for all damages to substructures whether shown or not.

1. FOR GENERAL SPECIFICATIONS SEE UGS GI 001.

2. CONDUIT:
   a. Minimum cover in street or parkway is 30" below gutter grade, unless noted otherwise.
   b. Minimum cover on private property is 30" below finished grade, unless noted otherwise.
   c. Contractor is to furnish and install approved conduit to Edison specifications per UGS CD 100.1, 110 AND 120.
   d. For the type of conduit for this job, See UGS CD 110.1.
   e. Install all risers per UGS CD 160, 161, 162 and 170.
   f. Cap all mainline conduits per UGS CD 148 and service conduits per UGS CD 150.
   g. Install blank conduit plugs in all conduits terminating into Vaults, Manhole's, Pull-Pit's, SCE's & all cap locations, per UGS CD 130.1 & UGS CD 180.2
   h. Install pull rope in all conduit runs. Pull rope to be at least 3/8" polypropylene rope, braided or twisted. For specifications, approved makes, and suppliers, see UGS GI 040.
   i. All conduit must be mandrelled with the approved mandrel UGS CD 197.

3. CONDUIT RADIUS REQUIREMENTS:
   a: The minimum radius for bends are:
   36" for conduits 3" in diameter or smaller
   48" for conduits 4" and 5" in diameter
   60" for 6" diameter conduit
   b: The minimum radius for all sweeps of all manhole conduits is 12'-8" (unless noted otherwise).

4. EXCAVATION AND BACKFILL:
   a. Work area shall be cleared and rough graded to within four inches of final grade prior to installation of Edison conduit or structures.
   b. All excavations shall be in accordance with the California State Construction Safety Orders (when applicable), Edison specifications, and all governing local ordinances.
   c. Each trench to be a uniform depth below final grade prior to installation of Edison conduit or structures.
   d. Backfill shall be provided by the Contractor for all excavations and shall include crushed rock, concrete, and/or imported backfill, when required.
   e. Backfill with a MINIMUM of one sack per yard sand cement slurry around and over vaults and manholes per UGS GI 030, section II.4 and around P&B's within one foot of finished grade, per UGS SS 590.1.
   f. Backfill, per Edison specifications, shall immediately follow conduit or substructure installation. At no time shall conduit be left exposed over 24 hours.
   g. No rocks are allowed within 12 inches of direct-buried cables or any conduit without concrete encasement. Native backfill capable of passing through a one-half inch mesh screen shall be considered to be "rock free". If existing backfill does not pass through a 1/2" screen, place imported sand 3" below and 12" above Edison cables. After this point, no rocks larger than 12" diameter are permitted.
   h. All backfill shall be compacted to meet or exceed local ordinances or other requirements. It shall be placed in a manner that will not damage the conduit or substructure or allow future subsidence of the trench or structures.

5. PAVING:
   Repaving, where required, shall be placed in such a manner that interference with traffic, including pedestrian traffic, will be kept to a minimum. The Contractor shall establish a program of repaving acceptable to the Municipality, County, or other authority having jurisdiction and which is acceptable to Edison.

6. STRUCTURES:
   a. All substructures shall be constructed or installed to Edison specifications.
   b. Install protective barriers per UGS MS 830 when required in areas exposed to traffic, per Edison Inspector.
   c. All conduit lines and concrete floored substructures shall be water tight.
   d. All grounding materials shall be furnished and installed by the Contractor.

7. RETAINING WALLS:
   When required, retaining walls shall be provided by the Developer. Walls are required wherever grade rises more than 18 inches above the structure or 24" above the pad surface at a distance of 5 feet from the same, or in areas subject to erosion. Design and installation must comply with local building ordinances. Refer to Edison Inspector for typical space requirements.

8. PERMITS:
   All permits necessary for excavation shall be provided by the Contractor/Developer.

9. ACCESS:
   Heavy truck access shall be maintained to equipment locations. Structures must be clear of all appurtenances that would obstruct the loading or unloading of equipment.

10. SERVICES:
    a. Meters and services shall comply with Edison Electrical Services Requirements.
    b. Wiring must be in accordance with applicable local ordinances and approved by local Inspection Authorities.

11. LOCATION:
    a. The location of excavations and structures for Edison shall be as shown on the working drawing. No deviation from the planned locations will be permitted unless approved by the Edison Inspector. See UGS GI 001, section 2.2.
    b. Actual location of obstructions, storm drains, and/or other foreign utilities to be the responsibility of the Contractor. See UGS GI 001, section 2.3.

12. Contractor is to verify location and widths of all sidewalks and driveways prior to street light installation. See UGS CD 175.1, UGS CD 175.2 and UGS CD 175.3.

13. SURVEY:
    Surveying of street improvements, property corners, lot lines, finished grade, etc., necessary for the installation of underground facilities must be completed and markers or stakes placed prior to the start of the installation. In addition, Developer shall maintain the markers during the installation and inspection by Edison. Grade and property line stakes must show any offset measurements.

14. COORDINATION AND SUPERVISION:
    The Developer shall provide supervision over and coordination among the various contractors working within the development in order to prevent damage to Edison facilities. He is responsible for the cost of repairs, replacement, relocation, or other corrections to Edison facilities made necessary by his failure to provide supervision or to otherwise comply with these specifications.

15. TELEPHONE AND OTHER UTILITY REQUIREMENTS:
    The drawing prepared for this job may also cover the facilities to be installed for the telephone company and/or other utility. Any questions concerning details of their installation should be referred to the company concerned.

16. OWNERSHIP:
    Developer is to deed to the Edison Company all structures shown hereon except those shown as customer owned.

17. WARRANTY:
    Applicants expressly represent and warrant that all work performed and all material used in meeting Applicants' obligations herein are free from defects in workmanship and are in conformity with Southern California Edison Company's requirements. This warranty shall commence upon receipt by Applicants of Company's final acceptance and shall expire one year from that date. Applicants agree to promptly correct to the Company's satisfaction and that of any governmental agency having jurisdiction and at Applicant's expense any breach of this warranty which may become apparent through inspection or operation of underground electric system by Company during this warranty period.

18. INSPECTION:
    Inspection is required during the construction period. A 48 hour advance notice of intent to start construction is required from the contractor to the Southern California Edison Company. Standards of Edison construction requirements are available upon request.

Duct and Structure Inspector: JESSE CARRASCO Phone: 310-779-3195
Cabling Construction Coordinator: Phone:

D05: Rev. 07/21/19

CONCRETE PRODUCTS

Precast concrete item complete with neck. Cover and inserts may be obtained from any of the following listed and approved manufacturers:

JENSEN PRECAST
14221 San Bernardino Ave., Fontana, Calif. 92335
Phone: (909) 350-4111
(800) 257-6100

OLDCASTLE PRECAST
10850 Hemlock Ave., Fontana, Calif. 92337
Phone: (909) 428-3700
(800) 828-3850

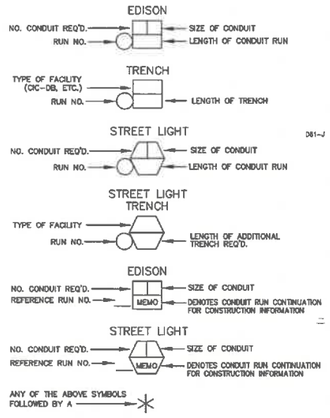
FOR HANDHOLE AND PULLBOX MANUFACTURERS, SEE UGS HP 200.

D41: Rev. 01/21/09

CONNECTING TO EXISTING SCE STRUCTURES

- Per SCE requirements, customers are not allowed to enter, intercept or tie-in to existing SCE facilities; e.g. structures, equipment, multi-conduit runs/banks, or conductors. These facilities may be energized and the work will only be performed by SCE. Contact the appropriate SCE Inspector to schedule an appointment. Customers may connect to an existing conduit stub without a SCE Inspector present.
- Multi-conduit runs/banks are runs of conduit in close proximity to each other and other SCE facilities. A conduit stub is a single empty conduit stub that is not in close proximity to other SCE owned facilities. Refer to the work order map for details.
- Per CPUC/SCE's Rule 15 D.1.A and the Blue Book D.1.A., the customer will provide all necessary excavations (with the exception of excavation under pads and primary splice boxes), material (including conduit and structures) and encasement, to be utilized in the intercept/tie-in process.
- The customer must adhere to all applicable Cal-OSHA, local, city, state and federal regulations, (including, but not limited to, all necessary shoring and traffic control in place to perform the intercept/tie-in work by SCE's underground civil contractor(s)).
- Intercept/tie-in work must be coordinated with SCE's civil contractors through the Division Inspector/P-Spec to limit exposure of excavation(s). Customer is responsible for securing excavation(s).

LEGEND OF CONDUIT SYMBOLS
(CONVENTIONAL U. G.)



DENOTES THE FOLLOWING:

DB CONDUIT WITHOUT ENCASEMENT IS ACCEPTABLE FOR PORTIONS OF TRENCH WITH ONLY ONE OR TWO CONDUITS

SEMI-ENCASEMENT IS REQUIRED FOR PORTIONS OF TRENCH WITH ONLY THREE OR FOUR CONDUITS

FULL ENCASEMENT IS REQUIRED FOR MORE THAN FOUR CONDUITS

D18: Rev. 5/08/2006

NOTE:
ALL ELECTRICAL DUCTS AND STRUCTURES WILL CONFORM TO GENERAL ORDER #128 (RULES FOR CONSTRUCTION OF UNDERGROUND ELECTRICAL SUPPLY AND COMMUNICATION PRESCRIBED BY THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA, JANUARY 2006).

WARNING
THE EXCAVATOR MUST TAKE ALL STEPS NECESSARY TO AVOID CONTACT WITH UNDERGROUND FACILITIES WHICH MAY RESULT IN INJURY TO PERSONS OR DAMAGE TO FACILITIES IN THE AREA. THE INDICATED LOCATIONS OF EDISON UNDERGROUND FACILITIES, AS PROVIDED, ARE BELIEVED TO BE ACCURATE, HOWEVER, THE FINAL DETERMINATION OF EXACT LOCATIONS AND THE COST OF REPAIR TO DAMAGED FACILITIES IS THE RESPONSIBILITY OF THE EXCAVATOR.

TIE-IN MADE INTO A SECONDARY HANDHOLE
If PVC conduit is used, riser bend installation may be made by the customer with prior SCE approval. Customer not to remove handhole cover. If metallic conduit is used or handhole cover needs to be removed, a SCE Qualified Person must be present.

CONDUIT RADIUS REQUIREMENTS:
A: The minimum radius for bends are:
36" for conduits 3" in diameter or smaller
48" for conduits 4" and 5" in diameter
60" for 6" diameter conduit
B: The minimum radius for sweeps are:
36" for conduits 3" in diameter or smaller
12'-8" for conduits 4" in diameter and larger, unless otherwise noted.

RUN NUMBER CALL-OUTS AS FOLLOWS:

(1) - (199) MAINLINE CONDUIT
(200) - (599) SERVICE CONDUIT
(600) - (799) STREET LIGHT CONDUIT

D54: Rev. 10/28/20

LEGEND CODE DEFINITIONS

CI – CUSTOMER CONTRACTOR INSTALLED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT EDISON'S EXPENSE AND ARE DEEDED TO EDISON. (EXCEPTION: STREET LIGHT ELECTROLIERS WILL BE INSTALLED BY EDISON'S CONTRACTOR.)

CO – CUSTOMER CONTRACTOR OWNED: MATERIALS FURNISHED, INSTALLED, OWNED, AND MAINTAINED BY APPLICANT.

CF – CUSTOMER CONTRACTOR FURNISHED: MATERIALS FURNISHED AND INSTALLED BY APPLICANT AT APPLICANT'S EXPENSE THAT MAY BE DEEDED TO EDISON.

EI – INSTALL: MATERIALS FURNISHED AND INSTALLED BY APPLICANT IF APPLICANT INSTALLED PROJECT OR BY EDISON IF EDISON INSTALLED PROJECT. (EXCEPTION: FOR AN APPLICANT INSTALLED LINE EXTENSION, STATION #18 ———— HAVING AN ASTERISK ADJACENT TO AN "EI" LEGEND CODE REPRESENTS MATERIALS TO BE PROVIDED BY APPLICANT AND INSTALLED BY EDISON IN ALL CASES. REFER TO EPR 8258, PROJECT MATERIAL LIST BY ASSEMBLY WITHIN A STATION.)

MI – MEMO INSTALL: SAME AS RI-INSTALL.

MR – MEMO REMOVE: MATERIALS REMOVED BY EDISON.

RM – MEMO REMOVED: MATERIALS REMOVED BY EDISON.

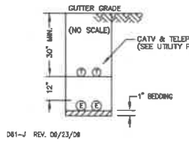
SI – SHOPLY RI: MATERIALS FURNISHED AND INSTALLED BY EDISON FOR TEMPORARY CONSTRUCTION.

SR – SHOPLY REMOVE: MATERIALS REMOVED BY EDISON FOR TEMPORARY CONSTRUCTION.

TR – TRANSFER: EDISON LABOR REQUIRED TO TRANSFER EXISTING FACILITIES.

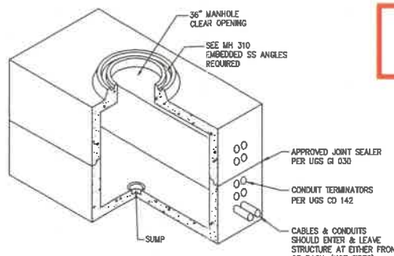
D11: Rev. 01/21/09

TYPICAL CONDUIT SECTION JOINT WITH CATV & TELE
SEE UGS CD 120



D61-J REV. 08/23/08

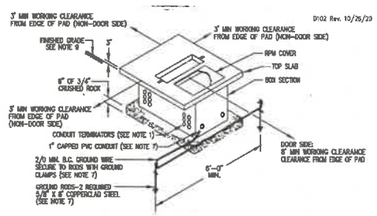
PRECAST TUB-TYPE MANHOLES
SEE UGS MH 310



NOTE(S):
1. SEE GI 030.
2. SEE CD 142.
1.0 EXCAVATION SIZE:
CONSULT MANUFACTURER'S INSTALLATION GUIDES FOR EXACT EXCAVATION DIMENSIONS FOR EACH STRUCTURE SIZE.
2.0 UGS REFERENCE:
GI 030 ... GENERAL SPECIFICATION FOR PRECAST REINFORCED CONCRETE STRUCTURES
GI 035 ... ALLOWABLE TOLERANCES FOR INSTALLED PRECAST STRUCTURES
CD 142 ... CONDUIT ENTRANCE
MH 319 ... MANHOLE NECK, FRAME, COVER, AND RESTRAINT DETAIL
AC 711 ... SUMP DRAIN AND DETAIL
AC 740 ... LADDERS

D102 Rev. 10/25/23

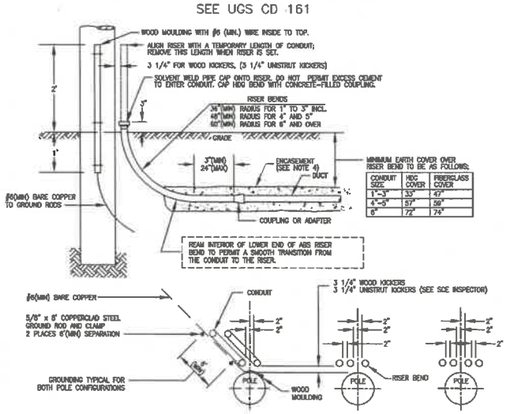
10'x12' PRECAST SLAB-BOX
FOR 3Ø PAD-MOUNTED TRANSFORMERS UP TO 5,000 KVA
SEE UGS SS 535



NOTES:
1. CONDUIT TERMINATORS TO BE LOCATED AS SHOWN ON UGS SS 535-2 (SHEET 2) TO UGS SS 535-5 (SHEET 5). STRAIGHTED CONDUIT ENTRANCE SHALL BE A FLATWALL DESIGN. SLIGHT VARIATIONS BY MANUFACTURERS MAY BE ALLOWED WITH COMPANY APPROVAL.
2. WHEN CABLE TRENCH OPENINGS ARE REQUIRED IN A SLAB BOX, THEY CAN BE SPECIAL ORDERED FROM THE CONCRETE PRODUCTOR.
3. FOR SLAB BOX STRUCTURAL DESIGN CRITERIA, SEE UGS SS 535-2 (SHEET 2) TO UGS SS 535-5 (SHEET 5).
4. FOR LIST OF MATERIAL REQUIREMENTS AND NOTES, SEE TABLE UGS SS 535-1 (SHEET 6).
5. CONSULT MANUFACTURERS' INSTALLATION GUIDES FOR EXCAVATION DIMENSIONS.
6. AN EIGHT-FOOT MINIMUM CLEARANCE IS REQUIRED ON DOOR SIDE OF TRANSFORMER FOR OPERATION.
7. GROUND RODS, CLAMPS, AND WIRE WILL BE FURNISHED BY CONTRACTOR. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS. GROUND WIRE TO BE A MINIMUM OF 2/0 BARE COPPER. GROUND WIRE TO BE PLACED THROUGH CAPPED ONE-INCH PVC CONDUIT AT EITHER END OF SLAB BOX. A MINIMUM THREE-FOOT LENGTH OF GROUND WIRE SHALL BE PLACED IN SLAB BOX.
8. MASTIC SEALANT IS REQUIRED AT JOINTS.
9. TOP SURFACE OF SLAB BOX SHALL BE SET THREE INCHES ABOVE FINISHED GRADE.
10. SEE UGS SS 500 FOR APPROVED MANUFACTURERS.

D58 REV. 10/26/20

POLE RISER BEND FOR RISER ON KICK BLOCKS
SEE UGS CD 161



MINIMUM EARTH COVER OVER RISER BEND TO BE AS FOLLOWS:

CONDUIT SIZE	REQ. COVER	FIBERGLASS COVER
1"-3"	35"	47"
4"-5"	57"	69"
6"	72"	74"

1. APPROVED RISER BENDS ARE SHOWN ON FOLLOWING TABLE:

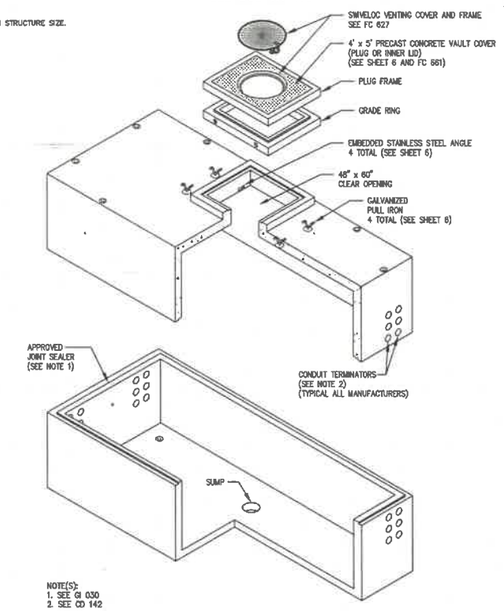
MATERIAL	SIZE						
	1"	1-1/2"	2"	2-1/2"	3"	4"	5"	6"
PVC	X	X	X	X	X	X	X	X
FIBERGLASS	–	–	–	–	X	X	X	X
HDB	X	X	X	X	X	X	X	X

NOTE: 6" HDB OR FIBERGLASS RISER BEND SHALL BE USED WHEN SPECIFIED ON THE WORKING DRAWING. SEE UGS AC 702 FOR GROUNDING HDB RISER BENDS.

2. THE TOP AND BOTTOM OF 3", 4", 5" OR 6" FIBERGLASS BENDS ARE FURNISHED WITH PERMANENTLY ATTACHED PVC COUPLINGS. ALSO INCLUDED IS A 6" LONG 3", 4", 5" OR 6" SCHEDULE 80 PVC STUB-OUT, SOLVENT WELDED INTO THE TOP COUPLING. SEE UGS CD 166 FOR FIBERGLASS RISER BEND MATERIAL INFORMATION AND SUPPLIERS.
3. TWO GROUND RODS ARE REQUIRED AT ALL PRIMARY RISER POLES. DRIVE RODS IN TRENCH BOTTOM WITH 6" MINIMUM SEPARATION IN UNDISTURBED EARTH. LEAVE THE ROD TOPS 3" ABOVE THE TRENCH BOTTOM AND ATTACH CONTINUOUS GROUND WIRE WITH CLAMPS. EXTEND WIRE TO INDICATED LOCATION ON POLE AND STUB UP 2" ABOVE GRADE IN WOOD MOULDING. ALL GROUNDING MATERIALS FURNISHED BY THE CONTRACTOR. SEE UGS AC 703 FOR APPROVED GROUNDING MATERIALS.
4. ENCASEMENT REQUIRED ONLY WHEN CALLED OUT ON WORKING DRAWING.
5. SCHEDULE 80 PVC BENDS MAY BE SUBSTITUTED FOR FIBERGLASS BENDS FOR STRAIGHT RUNS OF 150' OR LESS IN CONDUIT SIZES 4" AND UNDER.

D78A: REV. 01/09/12

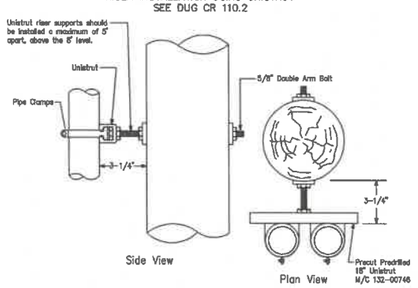
PRECAST TUB-TYPE VAULTS WITH COVER RESTRAINTS
SEE UGS VA 410



NOTE(S):
1. SEE GI 030
2. SEE CD 142

D62: Rev. 05/08/20

RISER INSTALLATION USING UNISTRUT
SEE DUG CR 110.2



CONVENTIONAL RISER INSTALLATION
NOT TO SCALE

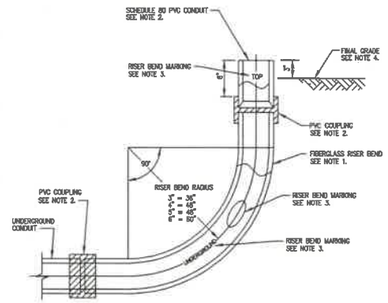
NOTE(S):
1. All notes pertaining to Figure CR 110-1.1 (Sheet 1) construction on scope CR 110.1 also apply to risers supported by a unistrut.
1.0 APPLICATION
The unistrut shown in Figure CR 110-5 (Sheet 3) is the preferred method where multiple risers are required.
2.0 MATERIAL

TABLE CR 110-2: Unistrut Pipe Clamps

Conduit Size (in)	Material Code
1	622-04052
2	133-48245
2.5	133-48214
3	133-00025
4	133-00027
5	613-48008
8	132-00746

REF: DUG CR 110.2
D/W REV 07/08/21

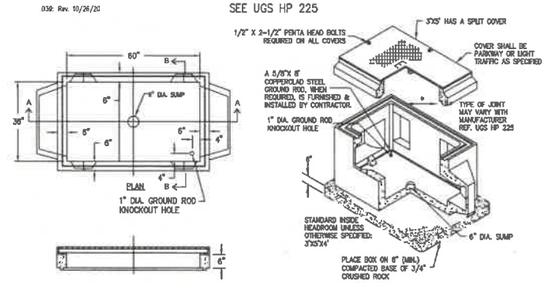
THREE, FOUR, FIVE, OR SIX-INCH FIBERGLASS RISER BENDS
SEE UGS CD 166

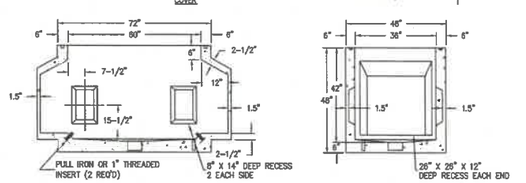


NOTE(S):
1. THE RISER BEND IS AVAILABLE IN THREE, FOUR, FIVE OR SIX-INCH SIZES. THE MAIN BODY OF THE BEND IS MANUFACTURED FROM FIBERGLASS MATERIAL AND IS NEARBY GRAY IN COLOR.
2. THE TOP AND BOTTOM OF RISER IS FURNISHED WITH PVC COUPLINGS PERMANENTLY EPOXY BONDED TO THE FIBERGLASS BEND. A SCHEDULE 80 PVC SIX-INCH LONG STUB-OUT IS SOLVENT WELDED INTO THE TOP PVC COUPLING.
3. THE TOP SCHEDULE 80 PVC STUB OUT OF BEND IS STENCILED "TOP", AND BOTTOM OF BEND IS STENCILED "UNDERGROUND." MANUFACTURERS NAME, SIZE, AND DATE (MONTH AND YEAR) WILL BE STENCILED ON THE CENTER OF THE RISER BEND.
4. THE TOP SCHEDULE 80 PVC STUB OUT WILL BE PLACED THREE INCHES ABOVE FINAL GRADE. NO PORTION OF THE FIBERGLASS MATERIAL OF THE BEND WILL BE EXPOSED ABOVE THE FINISH GRADE.
5. THE APPROVED MANUFACTURERS AND SUPPLIERS ARE:
   A. MANUFACTURERS: FIRE CONDUIT, SMITH PRODUCT COMPANY, AND CHAMPION FIBERGLASS, INC.
   B. SUPPLIERS:
      - ONE TIME UTILITY 501 GARFIELD STREET SANTA ANA, CA 92701
      - CAL-DUCT, INC. 2520 LEE AVENUE SOUTH EL MONTE, CA 91733
      - SAF-T-CO SUPPLY, INC. 1300 E. NORMANDY PLACE SANTA ANA, CA 92705

D38: Rev. 10/26/20

PULL BOX 3' X 5' PRECAST CONCRETE
SEE UGS HP 225





NOTE(S):
1. REINFORCEMENT:
   H20-S BRIDGE LOADING.
2. CONCRETE:
   CONCRETE SHALL BE CLASS "A" WITH 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI (MINIMUM). SLIGHT TAPER (3/4" IN DEPTH OF PULL BOX) AND 1" CHAMFER ON ALL INSIDE CORNERS PERMITTED FOR EASE OF FORMING.
3. INSTALLATION:
   PULL BOX SHALL BE PLACED ON 6" (MINIMUM) COMPACTED ROCK OR SAND BASE TO ENSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE IN FLOOR. MINIMUM EXCAVATION FOR PULL BOX SHALL BE 52" X 97" X DEPTH TO SUIT JOB.
4. COVERS:
   SEE FC 612 AND FC 618 FOR PULL BOX COVERS.
5. GRADE RINGS:
   INSTALLING CONTRACTOR SHALL PROVIDE GRADE RINGS (6" MINIMUM) AS NECESSARY IN ORDER TO MAINTAIN COVER OVER CONDUITS PER SCE SPECIFICATIONS OR PERMIT AGENCY SPECIFICATIONS, WHICHEVER IS GREATER.
6. PULL IRONS AND EYES:
   SEE AC 729 OR PULL IRONS AND AC 720 FOR PULL EYES.

D53C: Rev. 02/12/21

DISTRICT	PROJ. MGR. MIGUELES, MANUEL	PLANNER MIGUELES, MANUEL	DESIGNER
44 – SOUTH BAY	PHONE 310-720-6086	PHONE 310-720-6086	ELLIS, CASSANDRA D

PROJECT NO.	SERVICE REQUEST	MSR NO.	PRODUCT-1	ASSOC DESIGN
24108647	3301389		1993915–RULE 20C–UG INSTALL	
CIRCUIT / VOLTAGE		SPS	PRODUCT-2	ASSOC DESIGN
STATLER 16KV			1993915–RULE 20C–OH REMOVAL	
SUB / PC NO.		CIRCUIT CODE	PRODUCT-3	ASSOC DESIGN
WALTERIA				

BINDSTORY MAP	J.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION)
LT-7834-A		RULE 20 PROJECT 92 CREST RD E ROLLING HILLS CA 90274

TYPE	DATE	APPROVED BY	CHECKED BY	DRAWN BY	PAX #	SHEET	DESIGN\DRWG NO.
F	8/3/2022	ANDREW CORTEZ	MANNY MIGUELES	C ELLIS	33308		

M:\AE\191802_ROLLING HILLS 2QS\D\8/3/2022 12:47 PM CHRIS ELLIS

CREW NOTE:
- REMOVE WIZZAR FROM 041E TO 840E AND REPLACE WITH #4AT
- REFEED 94 CREST RD E-METER 222011-379273 GATE PEDESTAL FROM #4AT SECONDARY
- METER 223000-011293
  3900 E CREST ROAD-CONTACT KEVIN JONES-949-433-7334 FOR OUTAGE

CREW NOTES:
- FELSPAR 16KV
- AT MH212 CONNECT 1/0 JCN COMING FROM
- V7229 TO TBODY TO FEED V8356
- ON VAULT 8356 CONNECT 1/0 JCN FOR FELSPAR TO TBODY AND FEED V8355

CITY OF ROLLING HILLS
2QS-RULE 20C INSTALL UG
STATLER 16KV
WALTERIA SUB

T.L.M. DATA: V5768356

	SIZE	KVA	CUST	% LOAD
EXIST.	N/A-	N/A	N/A	N/A-%
PROP.	50	46	3	92%

VOLTAGE DROP: 1.02
FLICKER FACTOR: 3.5
PRI. CIRCUIT: STATLER 16KV
027; REV. 12/16/21

TD1993916 UG INSTALL
WORK WITH
TD2019774-OH REMOVAL
TD1869860 -OH INSTALL
TD1869862-UG INSTALL

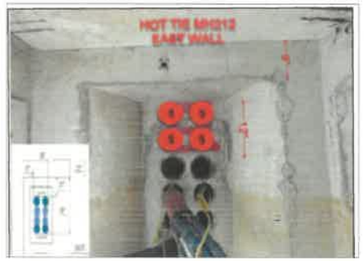
PROJECT REQUIREMENTS (Y/N)	
EDISON EASEMENT REQUIRED	Y
PWRD BB REQUIRED	Y
UG CIVIL ONLY WORK ORDER	N
PERMIT REQUIRED	Y
PERMIT TYPE: ENCROACHMENT	
OUTAGE REQUIRED	Y
OUTAGE DATE: TBD TIME: TBD	
TRAFFIC CONTROL REQUIRED	Y
PED. TRAFFIC CONTROL REQ'D	N
CONVEYANCE LETTER REQ'D	N
ENVIRONMENTAL REQUIREMENTS DOCUMENT (ERD) REQUIRED	Y
CSD 140 (TLM) REQ'D	Y
DIG ALERT APP	Y
VERIFIED ACTIVE AND CONFIRMED USA TICKETS	☐
UTILIQUEST NOTIFIED	☐

STANDARD ADHERENCE: 3RD Q/ 2022 Y
0124; Rev. 10/12/21

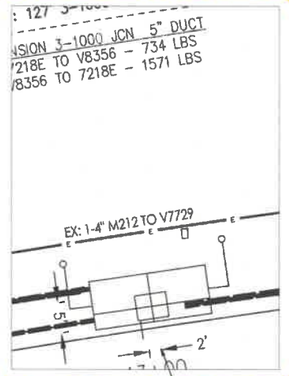
RISER DETAIL
STRUCTURE 757218E
N
CAP AT POLE
RISER: 29'
RUN: 98'
TOTAL: 127'
INSTALL: 127' 3-1000 JCN

RISER DETAIL
STRUCTURE 913840E
N
CAP AT POLE
RISER: 30'
RUN: 39'
TOTAL: 69'
INSTALL: 146' 3-1000 JCN

HOT TIE IN
STRUCTURE M5057212



: 127 3-1000 JCN 5" DUCT
ASION 3-1000 JCN 5" DUCT
7218E TO V8356 - 734 LBS
V8356 TO 7218E - 1571 LBS



TD1993915
1 EX: M5057212 MANHOLE
4'X6"-6"X5'-6"
RM: 746' – CM DUCT 2" AND UP
RM: 1492' – CBL 1/0 AL 3-1/C 17KV CLP PJ
IN: 3 – JJ DBE SPL T-BODY 2-WY 1/0 15/25KV 600A

TD1993915
EX: 757218E POLE 2
45' CLASS 2
IN: 1 – XA DBL HD DE COMP 10'
IN: 1 – XA SNGL TAN HD COMP 10' W/BKT
IN: 1 – PH CS 10' XA 16KV 3P 3-1000
IN: 1 – SA POLY W/GND NO PRI-N 16KV 3P
IN: 1 – RSR PVC/STRAP 5" UNISTRUT APP
IN: 1 – RSR PRECUT UNISTRUT W/ HARDWARE NO PVC
IN: 3 – INS POLY DE 16 KV COLD SHOE 336 ACSR

TD1993915
EX: 913840E POLE 4
45' CLASS H2
IN: 1 – XA DBL HD DE COMP 10'
IN: 1 – XA SNGL TAN HD COMP 10' W/BKT
IN: 1 – PH CS 10' XA 16KV 3P 3-1000
IN: 1 – SA POLY W/GND NO PRI-N 16KV 3P
IN: 1 – RSR PVC/STRAP 5" UNISTRUT APP
IN: 1 – RSR PRECUT UNISTRUT W/ HARDWARE NO PVC
IN: 3 – INS POLY DE 16 KV COLD SHOE 336 ACSR
IN: 1 – AG DOWN GUY 3/8" – 50' LESS THAN 22.5KV
IN: 2 – AG DOWN GUY 7/16" – 50' LESS THAN 22.5KV
IN: 1 – AG DOWN GUY 9/32" – 50' LESS THAN 22.5KV
IN: 2 – AG 24" CR PLT 1 1/4 " X 10" ROD 3-EYE

TD1993915
CF: V5768356 VAULT 3
7'x18'x8' TUB STYLE
CF: 1 – S V 7'X18'X8' TUB 2 PIECE
CF: 1 – SS TAX EXCV CST FOR VLT
IN: 1 – SL CBL RACK STL 30" FOR VLT/MH
IN: 2 – JJ 3-DBE 1000 600A
IN: 1 – JJ DB EXT 1/0 600A W/LBE 1/0 200A 25KV
IN: 3 – JJ DBE 1000 600A TO DBE 1/0 200A
IN: 3 – JJ DE DB RCPT INS W/TST PNT 600A
IN: 11 – JJ LBE W/LB BUSH INS 1/0 200A 25KV
IN: 1 – SW UG SF6 LB RAG 4-WY 600A 17.5KV SR:
IN: 1 – TR UG BT MC F DE 50KVA 16KV 120/240 1P+ SR:
IN: 3 – JJ DBE SPL T-BODY 2-WY 1/0 15/25KV 600A
IN: 3 – JJ LB JUNC BAR 4WY 200A 25KV
CF: 196' – CM DUCT 5" (7218E TO V8356 (CF 4))
CF: 224' – CM DUCT 5" (M7212 TO V8356 (CF 5))
CF: 564' – CM DUCT 5" (V8356 TO CAP (CF 3))
CF: 292' – CM DUCT 5" (V8356 TO 3840E (CF 2))
CF: 2405' – CM DUCT 5" (V356 TO CAP 15+00 CF 6))
CF: 185' – CM DUCT 2 1/2" TO 4" (CAP TO V8356 (CF 7))
CF: 94' – CM DUCT FOR EXCAVATION (7218E TO V8356 (CF 4))
CF: 57' – CM DUCT FOR EXCAVATION (M7212 TO V8356 (CF 5))
CF: 37' – CM DUCT FOR EXCAVATION (V8356 TO 3840E (CF 2))
CF: 193' – CM DUCT FOR EXCAVATION (CAP TO V8356 (CF 7))
IN: 438' – CBL 1000 AL 1-1/C 17KV CLP PJ (V8356 TO 3840E (CF 2))
IN: 381' – CBL 1000 AL 1-1/C 17KV CLP PJ (7218E TO V8356 (CF 4))
MI: 43' – CBL 1000 AL 1-1/C 17KV CLP PJ
IN: 720' – CBL 1/0 AL 3-1/C 17KV CLP PJ (V356 TO V355(STATLER 16KV))
IN: 300' – CBL 1/0 AL 3-1/C 17KV CLP PJ (V356 TO MH969)
IN: 720' – CBL 1/0 AL 3-1/C 17KV CLP PJ (V356 TO V355 (FELDSPAR 16KV))
IN: 30' – CBL 1/0 AL 3-1/C 17KV CLP PJ (SWITCH TO JBARS)
IN: 56' – CBL 1/0 AL 3-1/C 17KV CLP PJ (M7212 TO V8356 (CF 5))
CF: 1 – S HH PLAS 17"X30"X15" (H718B)
CF: 1 – S HH PLAS 17"X30"X15" (H840A)
CF: 1 – SS TAX EXCV CST FOR PLASTIC HH (H718B)
CF: 1 – SS TAX EXCV CST FOR PLASTIC HH (H840A)
IN: 1 – CNN BAR INS LT DUTY @B-350 1P 6-WAY (H840A)
IN: 1 – CNN BAR INS LT DUTY @B-350 1P 6-WAY
IN: 1 – CNN BAR INS LT DUTY @B-350 1P 6-WAY (H718B)
CF: 93' – CM DUCT 2 1/2" TO 4" (V8356 TO H840A)
CF: 93' – CM DUCT 2 1/2" TO 4" (V7729 TO H840A (CF 1))
CF: 96' – CM DUCT FOR EXCAVATION (V7729 TO H840A (CF 1))
CF: 15' – CM DUCT FOR EXCAVATION (V8356 TO H840A)
IN: 109' – CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V7729 TO H840A (CF 1))
MI: 46' – CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX
IN: 280' – CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (CAP TO V8356 (CF 7))
CF: 101' – CM DUCT 2 1/2" TO 4" (V356 TO INT PT B CF 200))
CF: 5' – CM DUCT FOR EXCAVATION (V356 TO INT PT (CF 200))
IN: 60' – CBL (2) 4/0, (1) 1/0 600V CLP PLEX (H840A TO 3900 CREST RD E)
IN: 55' – CBL 2-1/0 1-2 AL 3-1/C 600V CLP PLEX (H718B TO 92 CREST RD E)
IN: 101' – CBL (2) 350 MCM, (1) 4/0 600V CLP PLEX (V356 TO INT PT B CF 200))
IN: 3 – JJ DBE W/DE PLG 1/0 200A

INTERCEPT EASEMENT REQUIRED
CF:H718B HH
17"x30"x15" PLASTIC
IN:1-6W BAR 1P

EASEMENT REQUIRED
CF(1 1/4" CND 1/0)
P/L TO INT PT
IN: 10F 350 1P

TENSION 350 1P 4" DUCT
Not Found TO INT PT – 51 LBS
INT PT TO Not Found – 67 LBS

ABAND: 1-3" (5')
Not Found TO PNL
RM: 75' 1/0 1P

CF(4 1/2" 5 5/8")
M7212 TO V7729
IN: 56' 3-1/C 1/0 JCN 16KV

TENSION 3-C 1/0 JCN 5" DUCT
M7212 TO V7729 – 56 LBS
V7729 TO M7212 – 65 LBS

EX: 1-3" (40')
INT PT TO PNL
RM: 75' 1/0 1P
IN: 55F 1/0 1P
TENSION 1/0 1P 3" DUCT
INT PT TO PNL – 178 LBS(OVERMAX)
PNL TO INT PT – 11 LBS

92 CREST RD E

EASEMENT REQUIRED
CF(2 1/2" 4 5/8")
7218E TO V8356
IN: 122' 3-1000 JCN 16KV

TENSION 3-1000 JCN 5" DUCT
7218E TO V8356 – 734 LBS
V8356 TO 7218E – 1571 LBS

EX: 1-4" M212 TO V7729

SHARED TRENCH
CF(1 1/4" 1 3/8")
V8356 TO H840A
IN: 140F 3PQ 1P

TENSION 350-1P-4" DUCT
V8356 TO H840A – 19 LBS
H840A TO V8356 – 19 LBS

CF:H840A HH
17"x30"x15" PLASTIC
IN:1-6W BAR 1P

SHARED TRENCH
CF(2 1/2" 1 1/4")
V8356 TO 3840E
IN: 146' 3-1000 JCN 16KV

TENSION 3-1000 JCN 5" DUCT
V8356 TO 3840E – 4402 LBS
3840E TO V8356 – 1339 LBS

ABAND: 1-4" (22')
3840E TO INT PT

SHARED TRENCH
CF(2 1/2" 1 1/4")
CAP TO V8356
IN: 141' 3PQ 1P

EX: 1-4" (38')
INT PT TO PNL
IN: 60' 4/0 1P
TENSION 4/0 1P 4" DUCT
INT PT TO PNL – 15 LBS
PNL TO INT PT – 8 LBS

3900 CREST RD E

SWEEP: 90° RADIUS: 12.5'

EX3-4"(746')
M7214 TO M7212
ABANDON: 2-4"(746')
RM: 746' 3/C 1/0 JCN 16KV

14+27 EX. POLE FRNTR POLE

13+63

CAP

15+00

14+00

13+00

12+00

11+00

10+00

CITY OF ROLLING HILLS
CITY OF RANCHO PALOS VERDES

CITY OF RANCHO PALOS VERDES
CITY OF ROLLING HILLS

CREST RD

FIBER OPTIC

10'GATE

10+20 913840E UNK HT NOT ON GRID

99+95 SL NOT ON GRID

99+58 EX. POLE UNK HT NOT ON GRID

99+45

99+35 50' 7218E

CF(7 1/4" 7 1/8")
CAP TO V8356
IN: 280' 350 1P 120/240V
CAP TO V8356 – 91 LBS
V8356 TO CAP – 96 LBS
TO BE WORKED ON 10/18/BW2 UG
INSTALL (1 TO EASTFIELD)

CF(10 1/4" 6 1/8")
CAP TO V8356
IN: 720' 3-1/C 1/0 JCN 16KV(STATLER 16KV)
IN: 720' 3-1/C 1/0 JCN 16KV(FELDSPAR 16KV)
TENSION 3-1/0 JCN 5" DUCT
CAP TO V8356 – 173 LBS
V8356 TO CAP – 171 LBS

4-5" FROM V8356 TO CAP (15+00/V8355)
2-5" V8356 TO CAP 15+00(FOR CAP #1)
4-5" V8356 TO CAP 15+00(FOR CAP #2 ON EASTFIELD)

IN: 1 RUN 300' 3-1/C 1/0 JCN-1-16KV V356 TO M9969

TENSION 3-1/0 JCN 3" DUCT
M9969 TO V356-167 LBS
V356 TO M9969-221 LBS

WEST WALL

V5768356 S/S

350 240V TO HH	K K	KNOCKOUT
NEW (5") TO CAP	V V	NEW (5") TO CAP
NEW (5") TO CAP	V V	NEW (5") TO CAP
NEW (5") TO V8355	V X	NEW 1/0 JCN (5") (STATLER 16KV) TO V8355
NEW (5") TO V8355	V X	NEW 1/0 JCN (5") (FELDSPAR 16KV) TO V8355
NEW (5") TO M9669	V X	NEW 1/0 JCN (5") (STATLER 16KV) TO M9669

L/W

V5768356 N/S

KNOCKOUT	K K	KNOCKOUT
KNOCKOUT	K K	KNOCKOUT
KNOCKOUT	K K	KNOCKOUT
NEW (5") TO 7218E	V X	1000 JCN (5") TO 7218E
NEW (5") TO M7212	V X	NEW 1/0 JCN (5") TO M7212
NEW (5") TO M7212	V V	NEW (5") TO M7212

L/W

EX: V5057229 VAULT
8'x18'x9'4"
EX: 1-6WAY RAM SW (GS3881)
1-2WAY BURD SW (BS5176)
1-2WAY FAULT INDICATOR (FI44578)
1-2WAY FAULT INDICATOR (FI44579)
1-75KVA 120/240

SOUTHERN CALIFORNIA EDISON
An EDISON INTERNATIONAL Company
SCALE: 1" = 20'
0 20 40

PRELIMINARY

DISTRICT: 44 – SOUTH BAY	PROJ. MGR. MIGUELES, MANUEL PHONE: 310-720-6086		PLANNER MIGUELES, MANUEL PHONE: 310-720-6086		DESIGNER ELLIS, CASSANDRA D
PROJECT NO.: 2410547	SERVICE REQUEST NO.: 3301380	MSR NO.:	PRODUCT-1: 1993916–RULE 20C–UG INSTALL		ASSOC DESIGN
CIRCUIT / VOLTAGE: STATLER 16KV		GPS	PRODUCT-2: 1993915–RULE 20C–OH REMOVAL		ASSOC DESIGN
SUB / PID NO.: WALTERIA		CIRCUIT CODE	PRODUCT-3		ASSOC DESIGN
INVENTORY MAP: LT-7834-A		U.P.A. NO.	PROPOSED CONSTRUCTION (LOCATION): RULE 20 PROJECT 92 CREST RD E ROLLING HILLS CA 90274		
P	8/3/2022	ANDROV CORTEZ	MANNY MIGUELES	C ELLIS	33308

DCA CIVIL ENGINEERING GROUP

REQUEST FOR PROPOSALS CIVIL ENGINEERING SERVICES FOR CREST ROAD EAST FIRE PREVENTION POWER LINE UNDERGROUNDING PROJECT FUNDED BY FEMA Hazard Mitigation Program #DR4344-526-112R

Fees

www.dcacivileng.com
17625 Crenshaw Blvd ▪ Suite 300 ▪ Torrance ▪ CA 90504-3465 ▪ Tel: (310) 327-0018 ▪ Fax: (310) 327-0175

DCA CIVIL ENGINEERING GROUP

DCA CIVIL ENGINEERING GROUP, INC

SCHEDULE OF FEES 2023
HOURLY CHARGES FOR PERSONNEL ARE:

Principal Engineer. P.E.	$ 260.00
Preparation and Discovery Service	$ 210.00
Testimony/Deposition Service	$ 450.00
Project Director	$ 189.00
Project Manager P.E.	$ 167.00
Project Engineer P.E.	$ 150.00
Entitlement Specialist	$ 156.00
Associate Engineer E.I.T.	$ 121.00
Technician / Designer E.I.T.	$ 110.00
Technician Designer 3D Modeling E.I.T.	$ 121.00
Senior Planner	$ 156.00
Engineering Assistant E.I.T.	$ 92.00
Student Interns	$ 57.00
Administrative / Clerical / Research	$ 92.00
Senior Surveyor. P.L.S.	$ 184.00
Survey Crew – 2 Man	$ 208.00
Survey Crew – 1 Man	$ 156.00
Calculations – Office L.S.I.T.	$ 127.00
QSP and QSD Services	$ Fee Per Project

Consultant support services such as printing, reproduction, messenger services, subsistence, air travel and other direct expense, will be billed at cost plus ten (10) percent. Fees/charges (including subconsultants) paid on behalf of the client at Cost plus 20%.

The hourly rates apply to work time, travel time and waiting time, which occur at public meetings, depositions or court testimony. This also includes time at "Public Counters" processing grading permits, as-build plans, certifications, and obtaining city-county-state approvals.

Client authorized overtime for support/field staff will be billed at one and one-half (1.50) times the standard billing rate. An authorized agent prior to the commencement of the field or office production will approve all overtime in writing.

Invoices are payable upon receipt and will be submitted monthly for work in progress and at completion of contractual obligations. Partial payments or omitted payments without prior written authorization can and will be grounds for "Work Stoppage". All expenses and loss time incurred due to non-payment will be the direct responsibility of the client. All invoices are due and payable within Forty (45) days of invoice date. If not paid in full, can be assessed an interest charge of one and one-half (1.50) percent per month from due date. A stop work order will be issued on all work being performed until such time as payment is made and received in full. Attorney fees and associated court costs incurred with collection of delinquent accounts will be borne by the Client.

Prices effective until December 2023.

www.dcacivileng.com
17625 Crenshaw Blvd. ▪ Suite 300 ▪ Torrance ▪ CA 90504-3465 ▪ Tel: (310) 327-0018 ▪ Fax: (310) 327-0175

DCA Civil Engineering Group, Inc. - Crest Road East Fire Prevention Power Line Undergrounding Project

Consultant's Services	PRINCIPAL ENGINEER (P.E.)	PE	PROJECT MANAGER (P.E.)	PM	PROJECT ENGINEER (P.E.)	P ENG.	ASSOCIATE ENGINEER (E.I.T.)	AE	TECHNICIAN/ DESIGNER (E.I.T.)	DE	ENGINEERING ASSISTANT (E.I.T.)	EA	CHIEF OF PARTY (P.L.S.)	CP	SURVEY CREW - 2 MAN	SC	SURVEY TECHNICIAN (L.S.T.)	ST	ADMIN/ CLERICAL/ RESEARCH	AD	DIRECT COSTS	Total
($/HR)	$ 260.00	(HRS)	$ 167.00	(HRS)	$ 150.00	(HRS)	$ 121.00	(HRS)	$ 110.00	(HRS)	$ 92.00	(HRS)	$ 184.00	(HRS)	$ 208.00	(HRS)	$ 127.00	(HRS)	$ 92.00	(HRS)		
Scope of Services																						
Task 1 - Project Administration and Meetings	$ 3,120.00	12	$ 5,344.00	32	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 1,656.00	18	$ 2,000.00	**$ 12,120.00**
Task 2 - Construction Plans	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -			**$ -**
Task 3 - Specifications	$ 520.00	2	$ 1,336.00	8	$ 6,000.00	40	$ -		$ -		$ -		$ -		$ -		$ -		$ 1,104.00	12		**$ 8,960.00**
Task 4 - Cost Estimates	$ 520.00	2	$ 668.00	4	$ 4,200.00	28	$ -		$ -		$ -		$ -		$ -		$ -		$ 736.00	8		**$ 6,124.00**
Task 5 - Permitting and Regulations	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -			**$ -**
Task 6 - Bid Support	$ -		$ 2,672.00	16	$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 736.00	8		**$ 3,408.00**
Task 7 - Construction Administration	$ 1,560.00	6	$ 2,672.00	16	$ 2,400.00	16	$ 1,452.00	12	$ -		$ 1,104.00	12	$ -		$ -		$ -		$ 736.00	8		**$ 9,924.00**
SUBTOTAL -Construction Documents	$ 5,720.00	22	$ 12,692.00	76	$ 12,600.00	84	$ 1,452.00	12	$ -		$ 1,104.00	12	$ -		$ -	0	$ -	0	$ 4,968.00	54	$ -	**$ 40,536.00**

DCA Civil Engineering Group
17625 Crenshaw Blvd. #300
Torrance, CA 90275
310.327.0018

Agenda Item No.: 12.E
Mtg. Date: 06/12/2023

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 A REPORT ON THE MAY 25, 2023 TRAFFIC COMMISSION MEETING AND PROVIDE DIRECTION TO STAFF**

DATE: **June 12, 2023**

BACKGROUND:
The Traffic Commission met on Thursday, May 25, 2023, to discuss the following items:

- Report from the Sheriff's Department for traffic statistics from Deputy Sullivan
- Consider Safety Concerns on Outrider Road
- Discuss Speed Limit Signs on Portuguese Bend Road, Crest Road, and Eastfield Drive

Commissioners Val Margeta was absent from the meeting.

DISCUSSION:
Report from the Sheriff's Department
Deputy Sullivan gave a presentation on traffic enforcement for March and April 2023. He explained they now have several trained deputies in Light Detection and Ranging (LIDAR) and Radio Detection and Ranging (RADAR) speed enforcement. Staff explained that the supplemental traffic enforcement is currently budgeted for $165,000. Based on previous reports, patrol usually averages five days a month, but actual time spent is difficult to determine. The Traffic Commission recommended in March 2023 to end supplemental traffic enforcement, which was subsequently accepted by City Council. Based on the new information that more deputies are trained to issue speeding tickets, the Traffic Commission discussed reconsidering its recommendation. However, no action was taken.

Safety Concerns on Outrider Road
Shirley Langer of 6 Possum Ridge Road expressed safety concerns about a hairpin curve next to a steep slope on Outrider Road. She has family that lives on Outrider Road and recommended guardrails be installed. Traffic Engineer Vanessa Munoz visited the location and reported to the Traffic Commission. There were no reportable incidents or accidents at the curve. The Traffic Commission did not find guardrails warranted and accepted Ms. Munoz's recommendation not to install them. Mrs. Langer was informed of the Traffic Commission's

decision.

Speed Limit Signs

This issue was discussed in part due to concerns raised by Nancy Schmoller of 4 Middleridge Lane South. Traffic Engineer Munoz provided a presentation on speed limit signs along Portuguese Bend Road, Crest Road, and Eastfield Drive. Based on her review, she recommended the City consider two new speed limit signs along Portuguese Bend Road, one new speed limit sign along Crest Road, and one along Eastfield Drive. She also recommended an existing sign along Portuguese Bend Road be removed and replaced because of its size. The Traffic Commission voted unanimously to accept the recommendation. Mrs. Schmoller was informed of the Traffic Commission's decision.

FISCAL IMPACT:

The Sheriff's Department has a supplemental overtime fund that covers the City of Rolling Hills. Officers act on the supplemental overtime fund on a voluntary basis. For FY 2022-23, the traffic enforcement budget is $25,000.

The City's Traffic Engineer, Vanessa Munoz of Willdan Engineering, is paid from the General Fund.

RECOMMENDATION:

Discuss and provide direction to staff on:

1. Reinstating supplemental traffic enforcement;
2. Accepting the Traffic Commission's action to not provide guardrails on Outrider Road; and
3. Accepting the Traffic Commission's recommendation to install four speed limit signs and replace one sign.

ATTACHMENTS:

CL_AGN_230525_TC_LACSD_April-May_2023_Traffic.pdf
CL_AGN_230525_Outrider_Road_Curve.pdf
CL_AGN_230525_TC_PBR-Crest-Eastfield_Speed_Limit_Memorandum_05.17.2023.pdf

APRIL 2023 ROLLING HILLS TRAFFIC ENFORC 23RE011226

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
4/3/2023	Crest Road/Southfield Dr	Speed	52	0	1	Duarte
	Crest Road/Southfield Dr	Speed	50	0	1	Duarte
	Crest Road/Southfield Dr	Stop Sign		1	0	Duarte
	Crest Road/Southfield Dr	Stop Sign		1	0	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte

March 2023 ROLLING HILLS TRAFFIC ENFORC 23RE011167

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
3/6/2023	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		1	0	Maestas
	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		0	1	Maestas
	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		1	0	Maestas
	Blackwater Canyon Rd/Portuguese Bend Rd	Stop Sign		1	0	Maestas
3/13/2023	Crest Road/Southfield Dr	Stop Sign		0	1	Duarte
	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Road	Stop Sign		0	1	Duarte
	Crest Road/Caballeros Road	Stop Sign		0	1	Duarte
	Crest Road/Southfield Dr	Stop Sign		0	1	Duarte
	Crest Road/Portuguese Bend Rd	Stop Sign		1	0	Duarte
3/16/2023	Eastfield Dr/Open Brand Road	Stop Sign		1	0	Clotworthy
	Eastfield Dr/Open Brand Road	Stop Sign		0	1	Clotworthy
	Eastfield Dr/Open Brand Road	Stop Sign		0	1	Clotworthy
	Eastfield Dr/Open Brand Road	Stop Sign		0	1	Clotworthy
	Eastfield Dr/Open Brand Road	Stop Sign		0	1	Clotworthy
3/20/2023	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte

DATE	LOCATION	VIOLATION	SPEED	RESIDENT CITES	NON-RESIDENT CITES	DEPUTY
	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte
	Crest Road/Caballeros Road	Stop Sign		1	0	Duarte
3/27/2023	Crest Road/Southfield	Speed	45	1	0	Duarte
	Crest Road/Southfield	Speed	40	0	1	Duarte
	Crest Road/Caballeros Road	Stop Sign		0	1	Duarte
	Crest Road/Caballeros Road	Speed	40	0	1	Duarte
	Crest Road/Portuguese Bend Road	Speed	40	1	0	Duarte
	Crest Road/Southfield	Stop Sign		1	0	Duarte

CURVE ON OUTRIDER ROAD



CURVE ON OUTRIDER ROAD

Views Looking Downhill





CURVE ON OUTRIDER ROAD

Views Looking Uphill





Memorandum

TO: Elaine Jeng, PE, City Manager

FROM: Vanessa Munoz, City Traffic Engineer

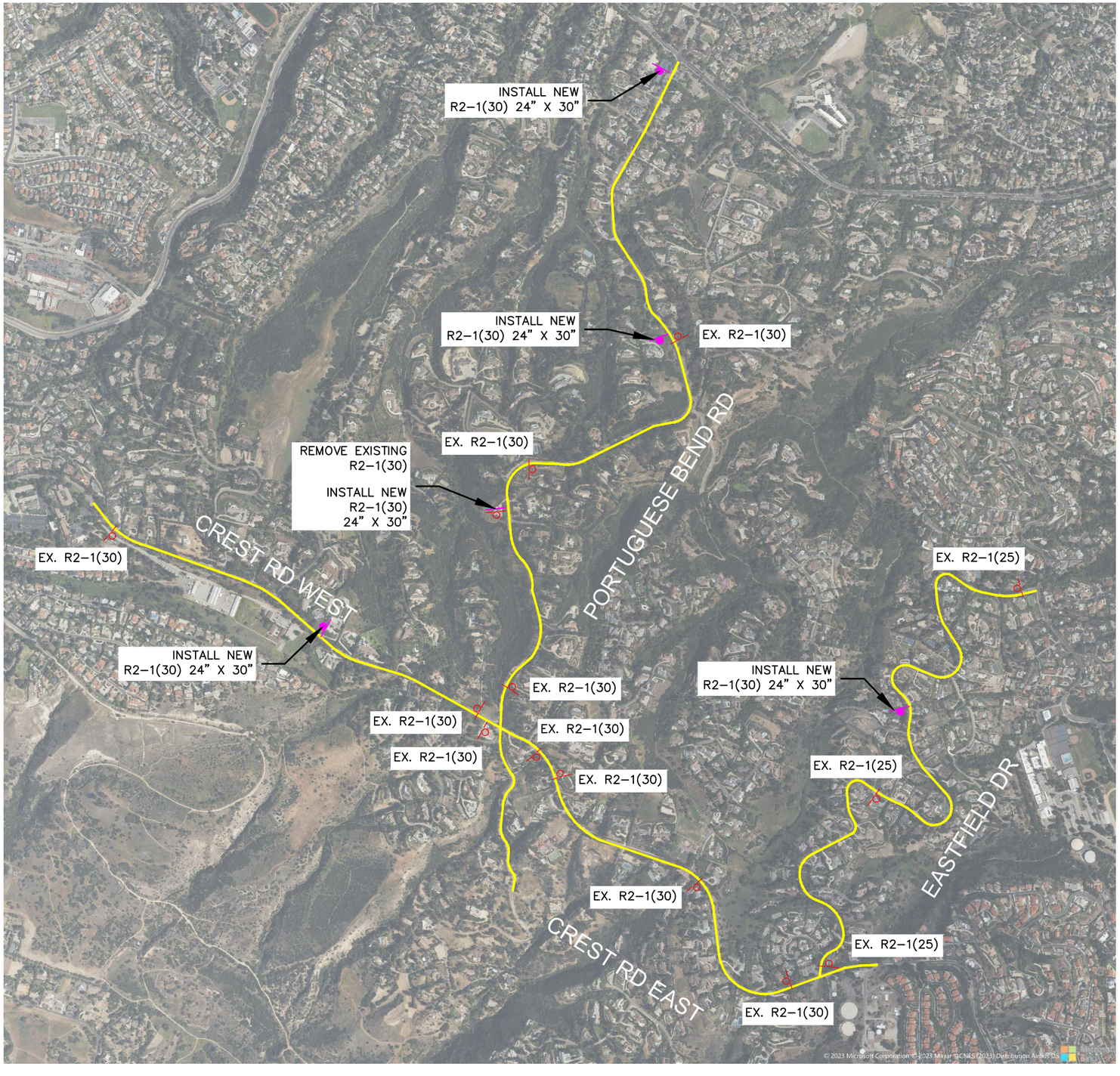
DATE: May 17, 2023

SUBJECT: Portuguese Bend Road, Crest Road, and Eastfield Drive Speed Limit Signs

This memorandum is in response to the request by City staff to review and provide input on the location of speed limit signs along Portuguese Bend Road, Crest Road, and Eastfield Drive.

On Wednesday May 10, 2023, a field review of the existing location of speed limit signs was performed and the existing signs are noted in Exhibit A. Speed limits signs standard posting is defined by the California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13.03 and 2B13.04 which reads “speed limits signs, indicating speed limits for which posting is required by law, shall be located at the point of change from one speed limit to another and “where it is necessary to remind road users of the speed limit that is applicable.”

Based on engineering judgment and the CA MUTCD standards for speed limit sign posting, we recommend additional speed limit signs be installed along Portuguese Bend Road, Crest Road and Eastfield Drive as detailed in Exhibit A.



*** Note: Exact sign locations shall be determined and verified in the field to eliminate view obstruction for surrounding residents.

Legend:

- Existing Sign as noted
- Proposed Sign on Existing Post as noted
- Proposed Sign and Post as noted

N

No Scale

EXHIBIT A

Portuguese Bend Road, Crest Road, and Eastfield Dr
Speed Limit Sign Installation

Agenda Item No.: 12.F
Mtg. Date: 06/12/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **FINAL RECOMMENDED BUDGET FOR FISCAL YEAR 2023/24**

DATE: **June 12, 2023**

BACKGROUND:
Over the last several months, the City Council and staff have been working in earnest on developing the budget for fiscal year 2023/24 that begins July 1, 2023. Much of the effort was aimed at eliminating a preliminarily calculated operating deficit in the General Fund, the City's largest and primary operating fund. After several iterations and a number of reductions to budgeted expenditures, the General Fund operating budget was balanced.

However, one of the key balancing measures tentatively used was the elimination of the current subsidy provided by the General Fund to the Refuse Fund next fiscal year, which first started in fiscal year 2016 when City Council froze refuse rates at $1,100 per year, per parcel. Based on the cost per parcel in fiscal year 2023/24 of $1,432.11, the General Fund subsidy will grow to an estimated $227,000. Since the projected General Fund operating deficit was based on very preliminary revenue and expenditure amounts, Council decided to wait until more revenue data was available later in the fiscal year, in particular property taxes, before deciding on the subsidy, and directed staff to continue to look for opportunities to reduce the expenditure budget.

DISCUSSION:
In April of 2023, staff spend considerable time evaluating each expenditure account to (1) gain a better understanding of what specific costs are included/charged to the account, (2) analyze recent trends, and (3) more accurately determine hoe much needs to be budgeted in the upcoming fiscal year. In addition, revenues were analyzed again based on new information and transactions through March 31, 2023.

As a result of these efforts, staff identified a number of additional reductions to budgeted expenditures along with increased revenue estimates. These adjustments revisions were presented to the Finance Committee and then Council in early May. As a result of these

revisions, the General Fund had a budgeted surplus of approximately $214,000. However, Council also approved funding the Solar and Battery Back-Up Capital Project at a cost of $250,000 which would need approximately $36,000 in reserves to fully fund.

Finally, as directed by Council, staff evaluated revenues that were received in May, particularly property taxes, to determine if additional revenues might be available to reduce the use of reserves and potentially avoid eliminating entirely the existing subsidy to the Refuse Fund and thus the impacts to rate payers.

Unfortunately, the revenues received in May did not materially affect the overall revenue picture. In fact, it appears property tax revenues will be approximately $35,000 below the May projections. However, this was offset by other favorable adjustments which, combined with the new property tax estimate, results in a net increase in revenues of just $4,978. In addition, staff proposes an increase to the budget for the annual audit by $12,400 based on the fees proposed by LSL for next year's audit and by $20,000 to align the budget for contracted finance services to expected actual.

In summary, the revised budgeted operating surplus for the General Fund is approximately $187,000. When factoring in the Solar Power and Battery Back-Up Capital Project, the General Fund budget will include the use of reserves of $63,163. In addition, since these figures assume the complete elimination of the General Fund subsidy to the Refuse Fund, the City Council will need to decide on to what extent refuse rates will be increased in addition to the two budget adjustments proposed by staff. Note that the City is holding a public hearing on refuse rates as a separate item on the current Council agenda.

At this juncture, staff is seeking final direction on all aspects of proposed the budget, including the Refuse Fund subsidy, in preparation for adoption on June 26, 2023.

FISCAL IMPACT:
None.

RECOMMENDATION:
Make final decisions on both the proposed revenue and expenditures for all City funds, including the General Fund, restricted funds, the Capital Improvement Fund, and the Refuse Fund.

ATTACHMENTS:
CL_AGN_230612_Final_FY_2023-24_GeneralFund_RevenueProjections.pdf
CL_AGN_230612_CC_FY2023-24_Final_ExpenditureBudget_GeneralFund.pdf
CL_AGN_230612_CC_FY23-24_FinalBudget_OtherFunds.pdf

CITY OF ROLLING HILLS
General Fund Revenues
Final Fiscal Year 2023/24 Revenue Projections

	Actuals				FY 2023/24 Projections			
	FY 2023 Adopted	Thru 5/26/23	Year-End Estimate	Estimated YE Var.	February 13	May 1	June 12	Inc (Decr) From May 1
Property Taxes	$ 1,425,207	$ 1,404,234	$ 1,425,000	$ (207)	$ 1,484,000	$ 1,531,327	$ 1,496,250	$ (35,077)
Sales Taxes	19,300	12,560	13,500	(5,800)	11,330	13,905	13,905	-
Property Transfer Tax	122,706	36,584	54,584	(68,122)	51,500	41,934	56,222	14,288
Other Taxes	-	546	1,000	1,000	1,000	1,000	1,000	-
Motor Vehicle In Lieu	252,000	132,885	263,988	11,988	265,200	265,200	269,267	4,067
Building & Other Permits	475,000	534,641	600,000	125,000	533,252	600,000	600,000	-
C&D Permits	-	4,650	5,073	5,073	4,000	5,600	5,600	-
Variance, Planning & Zoning	20,000	61,104	66,659	46,659	40,000	45,000	67,000	22,000
Animal Control Fees	250	92	150	(100)	250	150	150	-
Franchise Fees	14,000	11,532	12,580	(1,420)	15,000	13,400	13,000	(400)
Fines & Traffic Violations	4,500	3,346	3,650	(850)	4,500	3,500	3,500	-
Cost Recoivery - Publications	15,000	5,397	7,196	(7,804)	10,000	7,200	7,200	-
RHCA Lease Revenue	69,000	51,743	69,000	-	69,000	69,000	69,000	-
Public Safety Aug Fund	1,000	755	1,200	200	1,100	1,100	1,200	100
Burglar Alarm Response	500	-	-	(500)	-	-	-	-
Interest on Investments	40,000	101,493	110,720	70,720	60,000	110,000	110,000	-
PARS Earnings	20,239	17,333	19,000	(1,239)	20,000	20,000	20,000	-
Miscellaneous Revenue	5,000	5,745	6,000	1,000	5,000	5,000	5,000	-
Transfer In - ARPA Fund	220,682	165,512	220,682	-	-	-	-	-
Transfers In - Refuse Fund	24,000	18,000	24,000	-	24,000	24,000	24,000	-
TOTALS	**$ 2,728,383**	**$ 2,568,151**	**$ 2,903,982**	**$ 175,598**	**$ 2,599,132**	**$ 2,757,316**	**$ 2,762,294**	**$ 4,978**

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Recommended Budget

Department/Object Account		Ongoing Baseline	Council Adjustments	Adjusted Budget	FBA Comm. Recomm'd	Final Adjusts.	Proposed Budget
		Ongoing Expenditures					
01 - CITY ADMINISTRATOR							
702	Salaries -Full Time	$ 474,258	$ -	$ 474,258	$ 31,036	$ -	$ 505,294
705	Temporary Salaries	-	-	-	7,000	-	7,000
710	Retirement CalPERS-Employer	39,769	-	39,769	7,166	-	46,935
712	CalPERS Unfunded Liability	65,095	(65,095)	-	-	-	-
715	Workers Compensation Insurance	8,100	-	8,100	1,000	-	9,100
716	Group Insurance	71,316	-	71,316	1,591	-	72,907
717	Retiree Medical	35,231	-	35,231	2,269	-	37,500
718	Employer Payroll Taxes	36,997	-	36,997	2,404	-	39,401
719	Deferred Compensation	4,559	-	4,559	159	-	4,718
720	Auto Allowance	4,800	-	4,800	-	-	4,800
721	Phone Allowance	1,970	-	1,970	550	-	2,520
740	Office Supplies	11,000	-	11,000	2,000	-	13,000
745	Equipment Leasing Costs	11,450	-	11,450	(450)	-	11,000
750	Dues & Subscriptions	16,240	-	16,240	(2,000)	-	14,240
755	Conference Expense	10,000	(8,127)	1,873	-	-	1,873
757	Meetings Expense	2,000	-	2,000	-	-	2,000
759	Training & Education	5,000	-	5,000	-	-	5,000
761	Auto Mileage	500	-	500	-	-	500
765	Postage	21,000	-	21,000	-	-	21,000
775	City Council Expense	10,000	(5,000)	5,000	-	-	5,000
776	Miscellaneous Expenses	6,200	-	6,200	(1,450)	-	4,750
780	Comm./Newsletters & Outreach	5,000	-	5,000	-	-	5,000
785	Codification	5,000	-	5,000	(2,000)	-	3,000
790	Advertising	2,400	-	2,400	-	-	2,400
795	Other Gen Admin Expense	1,050	-	1,050	1,450	-	2,500
801	City Attorney	120,000	-	120,000	(30,000)	-	90,000
802	Legal Expense - Other	3,000	-	3,000	-	-	3,000
820	Website	6,000	-	6,000	-	-	6,000
850	Election Expense City Council	15,000	(15,000)	-	-	-	-
890	Consulting Fees	-	-	-	35,000	-	35,000
891	Records Management	1,700	-	1,700	-	-	1,700
	Total City Administrator	**994,635**	**(93,222)**	**901,413**	**55,725**	**-**	**957,138**

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Recommended Budget

	Department/Object Account	Ongoing Baseline	Council Adjustments	Adjusted Budget	FBA Comm. Recomm'd	Final Adjusts.	Proposed Budget
		Ongoing Expenditures					
05 - Finance							
750	Dues & Subscriptions	2,000	-	2,000	1,000	-	3,000
810	Annual Audit	18,500	-	18,500	500	12,400	31,400
890	Consulting Fees	120,000	-	120,000	-	20,000	140,000
	Total Finance	**140,500**	**-**	**140,500**	**1,500**	**32,400**	**174,400**
15- PLANNING & DEVELOPMENT							
702	Salaries	236,748	-	236,748	(24,233)	-	212,515
703	Salaries - Part-Time	26,587	-	26,587	1,023	-	27,610
710	Retirement CalPERS-Employer	18,100	-	18,100	(1,350)	-	16,750
715	Workers Comp. Insurance	4,000	-	4,000	(100)	-	3,900
716	Group Insurance	44,275	-	44,275	(1,606)	-	42,669
718	Employer Payroll Taxes	20,237	-	20,237	(1,710)	-	18,527
719	Deferred Comp	-	-	-	865	-	865
720	Auto Allowance	1,200	-	1,200	-	-	1,200
721	Phone Allowance	600	-	600	-	-	600
761	Auto Mileage	300	-	300	-	-	300
750	Dues & Subscription	1,000	-	1,000	4,500	-	5,500
755	Conference Expense	5,000	(3,115)	1,885	(1,500)	-	385
759	Training & Education	1,000	-	1,000	-	-	1,000
790	Publication/Advertising/Noticing	15,000	-	15,000	-	-	15,000
802	Legal Expenses-Other	20,000	-	20,000	(10,000)	-	10,000
872	Property Development-Legal Exp	80,000	(20,000)	60,000	(10,000)	-	50,000
875	Willdan Building	50,000	-	50,000	(20,000)	-	30,000
878	Build Inspect. LA County	150,000	150,000	300,000	(50,000)	-	250,000
881	Storm Water Management	97,142	(21,719)	75,423	8,677	-	84,100
884	Special Project Study & Consult.	20,000	-	20,000	-	-	20,000
886	Code Enforcement	82,880	(20,000)	62,880	-	-	62,880
890	Consulting Fees (Onward)	-	-	-	-	-	-
928	Traffic Engineering	5,000	-	5,000	-	-	5,000
	Total Planning & Development	**879,069**	**85,166**	**964,235**	**(105,434)**	**-**	**858,801**

CITY OF ROLLING HILLS
FY 2023/24 Expenditure Budget
Final Recommended Budget

Department/Object Account	Ongoing Baseline	Council Adjustments	Adjusted Budget	FBA Comm. Recomm'd	Final Adjusts.	Proposed Budget
	Ongoing Expenditures					
25 - Public Safety						
830 Law Enforcement	225,000	-	225,000	30,000	-	255,000
833 Other Law Enforcement Exp	4,000	-	4,000	-	-	4,000
837 Wild Life Mgmt & Pest Control	10,000	-	10,000	(4,000)	-	6,000
838 Animal Control Expense	6,000	-	6,000	(1,000)	-	5,000
Total Public Safety	**245,000**	**-**	**245,000**	**25,000**		**270,000**
65 - NON-DEPARTMENTAL						
895 Insurance & Bond Expense	29,657	-	29,657	7,361	-	37,018
901 South Bay Comm. Organization	15,000	(5,000)	10,000	-	-	10,000
915 Community Recognition	20,000	(10,000)	10,000	-	-	10,000
917 Emergency Preparedness	221,700	(62,800)	158,900	(81,900)	-	77,000
Total Non-Departmental	**286,357**	**(77,800)**	**208,557**	**(74,539)**	**-**	**134,018**
75 - CITY PROPERTIES						
892 IT Services	54,000	(2,500)	51,500	9,700	-	61,200
893 Granicus Services	8,000	-	8,000	300	-	8,300
894 Computer Hardware Fund	5,000	-	5,000	-	-	5,000
925 Utilities	85,212	(25,212)	60,000	-	-	60,000
930 Repairs & Maintenance	35,000	(25,000)	10,000	6,000	-	16,000
932 Area Landscaping	12,500	-	12,500	3,100	-	15,600
946 Buildings & Equipment	-	-	-	15,000	-	15,000
Total City Properties	**199,712**	**(52,712)**	**147,000**	**34,100**	**-**	**181,100**
TOTALS BEFORE TRANSFERS	**2,745,273**	**(138,568)**	**2,606,705**	**(63,648)**	**32,400**	**2,575,457**
OPERATING TRANSFERS OUT						
999 Capital Impr Fund (Fund 40)	-	-	-	250,000	-	250,000
999 Refuse Fund (Fund 50)	168,500	(168,500)	-	-	-	-
Total Transfers Out	**168,500**	**(168,500)**	**-**	**250,000**	**-**	**250,000**
GENERAL FUND TOTALS	**$ 2,913,773**	**$ (307,068)**	**$ 2,606,705**	**$ 186,352**	**$ 32,400**	**$ 2,825,457**

CITY OF ROLLING HILLS
Fiscal Year 2023/24 Proposed Budget
Restricted, Capital, and Refuse Funds

		FY 2023 Amended Budget	Actuals Thru 03/31/23	Preliminary Year-End Estimate	Preliminary FY 2023/24 Estimates
10 - COPS FUND					
	Revenues				
570	COPS Allocation	$ 165,000	$ 165,371	$ 165,371	$ 165,000
	Expenditures				
840	COPS Program Expenditures	165,000	111,541	165,371	165,000
	Revenues Over (Under) Expenditures	$ -	$ 53,831	$ -	$ -
25 - PROPOSITION A FUND					
	Revenues				
500	Grant Revenues	$ 45,000	$ 37,690	$ 50,254	$ 52,000
670	Interest Earned	200	-	300	300
	Total Revenues	45,200	37,690	50,554	52,300
	Expenditures				
620	Prop A Exchange	58,400	-	50,000	-
	Revenues Over (Under) Expenditures	$ (13,200)	$ 37,690	$ 554	$ 52,300
26 - PROPOSITION C					
	Revenues				
501	Grant Revenue-Prop C	$ 37,000	$ 31,263	$ 41,684	$ 43,000
670	Interest Earned	200	-	250	250
	Total Revenues	37,200	31,263	41,934	43,250
	Expenditures				
906	Prop C Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 37,200	$ 31,263	$ 41,934	$ 43,250

		FY 2023 Amended Budget	Actuals Thru 03/31/23	Preliminary Year-End Estimate	Preliminary FY 2023/24 Estimates
27- MEASURE R TRANSIT					
	Revenues				
502	Measure R Grant Revenues	$ 28,000	$ 23,437	$ 31,250	$ 33,000
670	Interest Earned	200	-	250	250
	Total Revenues	28,200	23,437	31,500	33,250
	Expenditures				
907	Measure R Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 28,200	$ 23,437	$ 31,500	$ 33,250
29 - MEASURE M					
	Revenues				
507	Measure M Local Return	$ 31,000	$ 26,518	$ 35,357	$ 37,000
670	Interest Earned	200	-	250	250
	Total Revenues	31,200	26,518	35,607	37,250
	Expenditures				
XXX	Measure M Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 31,200	$ 26,518	$ 35,607	$ 37,250
30 - MEASURE W					
	Revenues				
508	Grant Revenues	$ 105,000	$ 104,457	$ 104,457	$ 105,000
670	Interest Earned	-		500	500
	Total Revenues	105,000	104,457	104,957	105,500
	Expenditures				
913	Storm Water Management - 30%	40,000	2,337	31,300	31,650
914	Storm Water Management - 70%	40,000	48,689	74,000	73,850
		80,000	51,025	105,300	105,500
	Revenues Over (Under) Expenditures	$ 25,000	$ 53,431	$ (343)	$ -

		FY 2023 Amended Budget	Actuals Thru 03/31/23	Preliminary Year-End Estimate	Preliminary FY 2023/24 Estimates
40 - CAPITAL PROJECTS FUND					
	Revenues				
	Transfers from General Fund	$ 1,163,720	$ 132,056	$ 582,827	$ 250,000
		1,163,720	132,056	582,827	250,000
	Expenditures				
899	Outdoor Siren System - Design & Constr	300,000	6,780	40,000	-
935	Tennis Court Improvenments	5,000	-	-	-
947	Non-Building Improvements	-	1,560	1,560	-
949	Battery/Solar Back-Up	-	-	-	250,000
961	Middleridge Road Emergency Storm Drain Repairs	455,868	52,233	150,000	-
962	Phase 1 Bifurcated 8" Sewer Main Engineering	23,670	-	23,670	-
963	Generator & Waterproof Removal and Electrical Svcs	60,170	-	60,170	-
964	HVAC Replacement Project	207,427	-	207,427	-
	Total Expenditures	1,061,145	53,891	482,827	250,000
	Revenues Over (Under) Expenditures	$ 102,575	$ 78,165	$ 100,000	$ -
50 - REFUSE FUND					
	Revenues				
441	Construction & Demo Permits	$ 20,000	$ -	$ -	$ -
665	Service Charges	780,000	666,518	760,100	1,005,336
699	Transfers In - General Fund	168,500	126,375	208,892	-
	Total Revenues	968,500	792,893	968,992	1,005,336
	Expenditures				
815	Refuse Service Contract	944,500	472,088	944,500	981,336
790	Advertising	-	492	492	-
999	Transfers Out	24,000	18,000	24,000	24,000
	Total Expenditures	968,500	490,580	968,992	1,005,336
	Revenues Over (Under) Expenditures	$ -	$ 302,313	$ -	$ -

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.G
Mtg. Date: 06/12/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **RECEIVE AND FILE A REPORT FROM THE AD HOC FIRE FUEL COMMITTEE ON THE JUNE 6, 2023 MEETING; AND PROVIDE DIRECTION TO STAFF**

DATE: **June 12, 2023**

BACKGROUND:
After the November 2022 municipal election, the City Council elected a new mayor and the committee assignments changed. The standing Fire Fuel Committee of the City Council was changed to an Ad Hoc Committee of the City Council comprising of Mayor Pro Tem Leah Mirsch, and Councilmember Bea Dieringer.

The Fire Fuel Ad Hoc Committee was charged with data collection relating to fuel management and fuel removal in the community. The mission of the Ad Hoc Committee was the result of the Fire Fuel Committee's work on a possible ordinance mandating residents to perform fire fuel management and removal on private property beyond the defensible space, defined as 200 feet from structure per the Los Angeles County Fire Code. The Fire Fuel Committee concluded that the community is voluntarily spending time and money to manage fire fuel on private property and a mandate is not necessary. However, the Fire Fuel Committee wanted to monitor progress and revisit the mandate if data showed a lack of fire fuel management and abatement in the community. According to the Los Angeles County Fire Department, unmanaged fire fuel could increase the risk of wildfires.

The Fire Fuel Ad Hoc Committee was to provide recommendations to the City Council on the following:

- What data to collect to demonstrate progress in fire fuel management, and fuel abatement in the community?
- How to collect the necessary data and analyze the data?

DISCUSSION:
The Fire Fuel Ad Hoc Committee met on Tuesday, June 6, 2023 at the City Council Chambers at 6:30pm. One city staff listened in on the committee's conversation. Mayor Pro Tem Mirsch

has provided a report on the committee's discussion and recommendations.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file report and provide direction to staff.

ATTACHMENTS:
CL_AGN_230612_CC_AdHoc_FF_Committee_Report.pdf

Fire Fuel Ad-Hoc Committee
Report out of June 6, 2023 Meeting

BACKGROUND

From 2021 through 2022 the Fire Fuel Sub-committee held 19 public meetings. The meetings were designed to heighten community awareness of the risks posed to life and property if a brush fire were to occur in the city, and to develop strategies to help reduce those risks. These risk factors covered all areas of fire safety, with a heavy emphasis on the high level of fuel loads in our city, caused by the presence of dead and overgrown vegetation, especially in our canyons and hillsides.

These meetings resulted in many strategies/actions that helped residents understand the risks associated with fire fuel loads in our canyons, including education on best practices for vegetation management, a city-sponsored vegetation management project for properties located in the highest risk area (as identified by L.ACoFD), additional resources from Republic Services for no-cost options to dispose of vegetation, to name just a few.

In the last quarter of 2022 the committee recommended, and the council agreed, that evaluation of the effectiveness of the strategies and efforts should be made, and to allow the residents time to begin any needed mitigation actions on their properties, and review if meaningful progress was being made. In the beginning of 2023, the Fire Fuel sub-committee was disbanded, and a new, ad-hoc committee was established (MPT Mirsch and Councilmember Dieringer members), with the direction to gather data and report on the level of progress being made in reducing the amount of hazardous fire fuel throughout the community.

COMMITTEE FINDINGS

As the committee worked to identify ways to determine *"how much progress was being made*" it became apparent that, 1) data collection to this end was very difficult, and 2) how should progress be measured/defined. With various ways vegetation can be removed (private gardeners/tree services, Republic Services' regular and special pick-ups, chipping and scattering in place methods, etc), and no requirement to report, what metrics could/should be used.

Given these challenges, we believe the easiest and most practical method to gauge the community's progress is by visual observation. Examples include" Before and After" photos (like those taken by RHCA on their project on the hillside at Portuguese Bend and Crest Rd,) and what we can see with our own eyes as we are out in the community. We can also make some common-sense assumptions based on observations of strategies like the communal bin events - example: if 8-10 40-yard bins are filled at each of the 2 annual events, significant vegetation is obviously being removed.

But there are limitations to visual observation, since many properties, or the areas on the property where work might be needed or performed, are not visible from the streets or trails. Earlier this year the council considered using drones to provide aerial photos, but did not go forward with that strategy, primarily due to privacy concerns.

The Committee realizes more options could be explored, and would offer the following suggestions for the council's consideration:

1. Work with Fire Station 56 to see if they could provide a brief summary of their observations of progress and areas of concern upon completion of their annual fire inspections that begin this month. Feedback we have received from them in Block Captain meetings and other forums over the past year has been positive, and they have noted seeing progress throughout the community. They are actually our best "eyes on the ground "

2. Develop ways to encourage residents to share their stories about the work they've done, ie . Rolling Hills Stroll magazine articles, "Before & After" photo contest, city website postings, facebook, etc.

3. Staff has begun work to provide a Program Office that would serve as a one-stop contact point to assist property owners with resources and information on home hardening and vegetation management issues. We are in the process of recruiting a new Senior Management Analyst, and when that position is filled, they will work on implementation of the Program Office. When established, these interactions might also provide an opportunity to collect some data and encourage people to share their stories and successes.

4. Explore options using Google Earth or other existing sources of satellite imagery to provide visual observations and comparisons.

FISCAL IMPACT

None at this time. As strategies are developed, any costs associated with an item (example: Program Office) will be presented at the time of consideration.

SUMMARY

Progress is definitely being made, and there appears to be momentum that will spur continued efforts by many property owners. The heavy rains this year and resulting growth of weeds and diseased vegetation – which if unabated will increase fire fuel levels – provide additional challenges. And as we can see, after work has been performed to reduce overgrown vegetation, maintenance of those areas is required to avoid more overgrowth.

The committee believes this issue is still very important to our community. Rolling Hills remains designated by CalFire as being at the highest level of fire risk. Although progress is being made, we feel continued support of projects/strategies already in place is essential.

RECOMMENDATIONS

Monitoring our progress is an integral part of gauging the effectiveness of the city's current strategies, as well as identifying resources needed to support the community, and whether additional efforts may be necessary.

We recommend that the council consider our information, and direct the ad hoc committee to continue efforts to evaluate progress being made in reduction of fire fuel levels within the community, and receive another report from the committee in four months.

Respectfully submitted by MPT Mirsch and Councilmember Dieringer

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 12.H
Mtg. Date: 06/12/2023

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: **CONSIDER AND APPROVE CONTRACT CHANGE ORDER 03 WITH AC PROS TO RESOLVE ISSUES WITH THE EXISTING ELECTRICAL PANEL AND GROUND REQUIRED BY THE BUILDING INSPECTOR AS PART OF THE CITY HALL HEATING, VENTILATION, AIR CONDITIONING (HVAC) PROJECT 2023-01**

DATE: **June 12, 2023**

BACKGROUND:
On January 31, 2023, the City Hall HVAC Repair Project was advertised for construction bids. Three bids were received and on March 13, 2023 the City Council awarded a construction contract to AC Pros for $207,625 including a ten percent contingency ($18,875).

Construction commenced on Wednesday, May 10, 2023 and anticipates completion on Thursday, June 15, 2023.

DISCUSSION:
The project requires a modification of the existing electrical panel which was identified during a job site meeting and discussion on Friday, June 2, 2023. As a result, AC Pros prepared Contract Change Order 3 (CCO 3) and submitted to the City earlier this week to resolve the issue with the existing electrical panel and ground as required by Los Angeles County's Building Inspector. Due to the late nature of this need to safely complete the project and ensure no potential damage would come to the newly installed equipment, CCO 3 was signed so as not to impede the finalization of construction efforts.

FISCAL IMPACT:
CCO 3 totals $2,674.60. This amount exceeds the project contingency of $18,875 approved by the City Council and requires additional funding using General Fund Reserves.

RECOMMENDATION:

Approve as presented.

ATTACHMENTS:
CL_BID_230605_2023-01_ACPros_CO-03_ElectricalPanelGroundMods_E.pdf

AC Pros Inc.

18653 Ventura Blvd. #251Tarzana, CA 91356

AC PROS Inc.

Air Conditioning & Heating

Residential Commercial

LIC # 871281 DIR # 1000031839

Project Site:	**City of inglewood**
Project Name:	**Fire station No. 171 HAVS Replacement**
To Owner:	**City of Inglewood**
	171 West Regent St. Inglewood CA 90302

Cost Proposal

3

Scope: Electrical panel ground modification

Material	Qyt.	Price per Unit	
Bas, wire, bolts, ctr…	1	$230.00	$ 230.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Sub Total	$230.00
		Tax (9.5%)	$21.85
		Total Material	$251.85

Labor

Description	Qyt.	Crew	Hrs.	Hr. Rate	Extension
Modoify electrical panel	1	2	8.00	$ 120.83	$ 1,933.28
					$ -
					$ -
					$ -
					$ -
					$ -
				Total labor	$ 1,933.28

Sub Contractors

	$0.00
Total Sub	$0.00

Total Labor & Material	$ 2,185.13
Total Subcontractor	$0.00
Contractor OH & Profit (20%)	$ 437.03
Subcontractor OH & Profit (15%)	$ -
Contractor OH & P on Subcontractor (10%)	$ -
Bond 2%	$ 52.44
Time inpact:	
Total	**$2,674.60**

AC Pros Inc.

18653 Ventura Blvd. #251Tarzana, CA 91356

PROJECT NAME: City of Rolling Hills — PROJECT NO.: 92226

CONTRACTOR: AC Pros — CONTRACT NO.:

SUBCONTRACTOR: — DATE: 6/4/2023

HOURLY LABOR RATE WORKSHEET

(Reference Contract General Conditions, 'Change Orders' section. Contractor shall enter data into all fields highlighted in yellow; for those fields highlighted in blue, data will automatically populate.)

TRADE: Eletrician — CLASSIFICATION: Inside wireman

Item	Benefit Paid	Benefit Provided	% Rate	Prevailing Wage Rate: Regular Time	Overtime	Double Time	Notes
Base Labor Rate				$ 60.77	$ 91.16	$ 121.54	*Use verified certified payroll*
Fringe Benefits:	(put X in appropriate box)						
Pension [1]	x			15.37	15.37	15.37	
Health/Welfare [1]	x			13.59	13.59	13.59	
Training/Certification [1]	x			0.81	0.81	0.81	
Vacation/Holiday [1]	x			-	-	-	
Other	x			0.55	0.55	0.55	
Fringe Benefits Subtotal				$ 30.32	$ 30.32	$ 30.32	
Total Hourly Rate				$ 91.09	$ 121.48	$ 151.86	*= Base Labor Rate + Benefits Paid + Benefits Provided*
Total Paid Hourly Rate				$ 91.09	$ 121.48	$ 151.86	*= Base Labor Rate + Benefits Paid*
Burden: Taxes & Insurance [2]							
FICA			0.062	5.65	7.53	9.42	
Medicare			0.0145	1.32	1.76	2.20	
Federal Unemployment			0.008	0.73	0.97	1.21	
California Unemployment			0.062	5.65	7.53	9.42	
Workers Compensation [1]			0.09	8.20	8.20	8.20	*Usually less than 11%; can request policy.*
Liability Ins. Premium (for labor only) [1]			0.09	8.20	8.20	8.20	*Allowable cost of labor; less than 5%.*
Other [1]				-	-	-	
Burden Subtotal				$ 29.74	$ 34.19	$ 38.64	
Contractor Liability Insurance				N/A	N/A	N/A	*Included in OH&P per CGC*
Small Tools				N/A	N/A	N/A	*Included in OH&P per CGC*
Other (warranty, record drawings, payment bonds, performance bonds, etc.)				N/A	N/A	N/A	*Included in OH&P per CGC*
TOTAL HOURLY RATE (Total Hourly Rate + Burden)				**$ 120.83**	**$ 155.67**	**$ 190.50**	*= Amount Contractor paid to employee*

Note: For change order work, mark-ups for overhead and profit shall be applied to the above rates (these rates are subject to audit) in accordance with the provisions of CGCs, under 'Change Orders'. Mark-up rates for utility repair work shall be adjusted in accordance with the CGCs, under 'Contractor's Responsibility for the Work', subsection 'e-Utilities'.

[1] Costs for Overtime and Double Time are same as for Regular Time.

[2] Taxes & Insurance apply to Total Paid Hourly Rate which includes Base Labor Rate plus benefits paid in cash.

By signing below, the submitter certifies and declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Rates certified by: Noam Ziv (print name) — Company Name: AC Pros inc.

Signature:

Proposal Accepted by: (signature) — 6/6/23 (date) — City of Rolling Hills (company)

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.A
Mtg. Date: 06/12/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **PUBLIC HEARING REGARDING POTENTIAL INCREASE TO REFUSE RATES FOR FISCAL YEAR 2023/24.**

DATE: **June 12, 2023**

BACKGROUND:
In February 2023, the City initiated its efforts to develop the budget for fiscal year 2023/24, which would ultimately be adopted in late June 2023 and be effective July 1, 2023. Based on preliminary revenue and expenditure projections developed in March, it appeared the General Fund was facing a operating deficit of approximately $350,000. Consequently, City Council directed staff to work with the Finance/Budget/Audit (FBA) Committee to develop recommendations to balance the budget.

Over the next several months, staff and the FBA identified a number budget reductions to lower the deficit. In addition, the FBA and City Council considered the elimination of the existing subsidy provided by the General Fund to the Refuse Fund, which would fully balance the budget. Starting in fiscal year 2016, the City froze annual refuse rates at $1,100 per parcel. As the costs to provide refuse services increased each year, the General Fund contributed (subsidized) the difference from General Fund unrestricted revenues. For fiscal year 2023/24, the subsidy is estimated at approximately $227,000.

Since revenue and expenditure projections were still subject to change as we approached fiscal year-end and more information became available, in particular property tax revenues, Council directed staff to send out notices to affected residents in case refuse rates needed to be increased to balance the budget.

The purpose of the public hearing is to allow City residents the opportunity to comment on the potential rate increase. However, residents wishing to officially protest the potential rate increase must do so in writing prior to the hearing date and time.

State law requires both an advanced notice to affected residents and a public hearing be held to allow for City residents to comment and for Council to consider any all protests received by 4:30 p.m. on June 12. The public hearing will be held at 7:00 p.m. in Council Chambers in City

Hall.

DISCUSSION:
The cost of providing refuse services in fiscal year 2023/24 translates to $1,432.11 per parcel. In contrast, the existing rate is $1,100 per parcel. Thus, the potential increase to refuse rates is $332.11 per parcel per year ($1,432.11 - $1,100). Pursuant to state law, in late April 2023 notices were sent to all affected residents of the potential for increasing refuse rates and of a public hearing to be held on June 12, 2023 in City Hall.

Since the mailing of the public notice of a potential rate increase, additional budget reductions have been identified based on a thorough review of expenditures by staff, which together with previous budget reductions have created an budgeted operating surplus of approximately $187,000 in the General Fund.

While the General Fund is no longer facing a projected operating deficit, providing Council the opportunity to substantially avoid increasing refuse rates, another important consideration is the status of General Fund reserves in the context of capital improvement and deferred maintenance on City facilities. For example, the proposed budget for next fiscal year includes the Solar and Battery Back-Up Capital Project estimated to cost $250,000. This will entirely eliminate the budgeted surplus and result in a slight budgeted use of reserves of $63,163. In addition, based on planned and unplanned costs incurred this fiscal year, such as emergency storm drain repairs, available General Fund reserves are expected to decrease to approximately $1.5 million at the end of the current fiscal year. In contrast, the capital improvement needs over the next five years are upwards of $5 million.

Thus, the basis for increasing refuse rates is no longer about addressing a projected General Fund deficit, but rather about providing additional resources for the long-term capital needs of the City and ensuring the financial sustainability of the Refuse Fund.

As of the posting of this agenda, city staff has received four protest forms.

FISCAL IMPACT:
By setting the maximum refuse waste rate to be charged at $1,432.11 per parcel, the City Council would have the ability to set the refuse waste fees at an amount that would erase the approximately $227,000 subsidy in fiscal year 2023/24. The City Council would still retain the discretion to select a rate for fiscal year 2023/24 and future fiscal years provided the amount is less than $1,432.11. In order to increase the refuse rate above the maximum amount, the Proposition 218 process would have to be followed.

RECOMMENDATION:
1. Conduct a public hearing to accept written and verbal protests against the increased refuse waste fees, track the number of protests and, if the number of written protests received is not sufficient to constitute a majority, make a finding that there is not a majority protest by property owners.

2. Approve Resolution No. 1337 “A Resolution of the City Council of the City of Rolling Hills, California, Increasing the Maximum Refuse Services Rate in the City” (Attachment 2)

ATTACHMENTS:

CL_PBN_230424_Prop218_Refuse.pdf
ResolutionNo1337_Prop218_MaximumRateForRefuseServices_ 2023_Draft.pdf

Proposition 218 Notice of Public Hearing On Proposed Rate Increases for Refuse Services

Public Hearing: June 12, 2023. Meeting starts at 7:00 p.m. or as soon thereafter as practicable, at Rolling Hills City Hall,
2 Portuguese Bend Road, Rolling Hills, CA 90274

Rolling Hills residents are encouraged to attend the public hearing on the proposed rate changes for refuse. This letter serves as notice that the City of Rolling Hills will hold a public hearing on June 12, 2023 to consider changes to its current refuse rates.

What do refuse rates fund?

The City provides refuse services through a private refuse company. These services include curbside collection of solid waste, recyclable materials and organic waste to all City residents. In addition, the City offers other citywide services, including two unlimited bulky-item collection events per year. In addition to the two bulky-item collection events, the City also offers one bulky item collection upon request by customer at their place of residence.

Why are increased rates for refuse service fees necessary?

Starting in fiscal year 2015/16, the City established an annual fixed refuse charge of $1,100. Since then, the cost of services has increased annually pursuant to the contract with the refuse service provider. In fiscal year 2023/24, the costs will increase from $944,500 to $980,995, or from $1,378.36 to $1,432.11 per parcel. Over the last several years, the City has been subsidizing the difference between the cost per parcel and $1,100 per parcel out of general tax revenues received in the General Fund. For fiscal year 2023/24, the subsidy is expected to be $227,495 without any adjustment to refuse rates.

Because of the continued impacts of the recent pandemic, General Fund revenues declined and is facing a structural operating deficit in fiscal year 2023/24 of approximately $400,000. Cuts have already been identified, but the City may not be able to continue subsidizing refuse rates going forward – at least not to the extent it has been.

How are the proposed refuse service fees calculated?

The City's contract with Republic Services provides for a annual increase to their contract based on the increase to the U.S. Consumer Price Index (CPI) - All Urban Consumers for the twelve-month period from January to December. The increase is limited to a maximum of 5% and a minimum of 3%. For the twelve-month period of January 2022 through December 2022, the CPI increased by 3.9%. The current annual rate is $1,378.36. Thus, the proposed refuse rate shall not exceed $1,432.11 per parcel ($1,378.36 x 1.039) for the 2023/24 fiscal year. Other fees such as emergency services or those directly billed to the customer are found in Exhibit A.

For each subsequent fiscal year (commencing July 1), the refuse rate and other fees found in Exhibit A shall be increased in an amount not to exceed the increase to the U.S. Consumer Price Index (CPI) - All Urban Consumers for the twelve-month period from January to December limited to a maximum of 5% and a

minimum of 3%.

If approved, the above mentioned refuse service fee will be collected annually, on the property tax roll, and other fees charged directly to the customer will be applicable for the following period:

Fiscal Year 23/24 through Fiscal Year 28/29.

You Can Be Heard

Any property owner or customer of record (i.e. a tenant that is directly liable to the City for payment of the refuse fees) may file with the City Clerk a written protest against the proposed refuse rate increase. The protest must identify the property by address or APN, the name of the property owner or customer of record, a statement as to whether the protest is filed with refuse rate increase, and be signed by the owner of the property or the customer of record, or an authorized representative. Any person is also invited to provide oral testimony at the June 12th Public Hearing; however, only written protests will be counted for the purpose of determining whether a majority protest exists.

A protest form is provided for your use. The written protests may be mailed or hand delivered to the Rolling Hills City Clerk, 2 Portuguese Bend Road, Rolling Hills, CA 90274. To be counted, the City Clerk must receive a mailed written protest no later than 4:30 p.m. on June 12th, 2023. Protests may be hand-delivered up until the end of the Public Hearing. Protests by telephone, fax, or e- mail will not be accepted. A majority protest exists if, at the end of the Public Hearing, there are valid written protests submitted by owners of a majority of the properties subject to the proposed fee increase. A majority protest will result in the rate increase not being imposed. Note that no more than one protest per parcel will be counted.

State law requires that all property owners affected by the rate increase(s) be given the opportunity to protest the proposed rate increase(s). For further information about the proposed rate increase, please contact the City Clerk at (310) 377-1521.

EXHIBIT A

Service Fees			
Bill on Property Tax Bill	**Current Rates**	**Proposed Adjusted Rates**	**% Increase**
Annual Base Service Fee (Per Year)	$ 1,378.36	$ 1,432.11	3.9%
Billed Directly to Customer			
On-Call Bulky Item Collection in Excess of One-Item Per Year	$ 34.45	$ 34.45	0.0%
On-Call Brush Collection in Excess of One Load Per Year	$ 516.63	$ 536.77	3.9%
Sharps Safe-Disposal Container (Per Container Cost)	$ 40.44	$ 42.02	3.9%
Emergency Services			
Hourly Rate: One Crew, One-Truck	$ 99.37	$ 103.24	3.9%
Disposal Tipping Fee at Sunshine Canyon Landfill (Per Ton)*	$ 39.15	$ 40.68	3.9%
Rolloff Box Service Fee (including cost of disposal up to 5 tons) (per load). Any disposal over 5 tons will be billed at the per ton rate above.	$ 496.72	$ 516.09	3.9%

* Per ton rate is for disposal at the Sunshine Canyon Landfill and does not include transfer station rates.

Protest Form

To protest the proposed Water and Sewer Rate Increase, you may complete this Protest Form, detach it, and mail it to the Rolling Hills City Clerk, 2 Portuguese Bend Road, Rolling Hills, CA 90274 or hand deliver to the City Clerk's office at the same address. To be counted, the City Clerk must receive a mailed written protest no later than 4:30 p.m. on June 12, 2023. Protests may be hand-delivered up until the end of the Public Hearing. Only one protest is allowed per property.

Parcel APN:_____

Parcel Address:_____

I protest the proposed refuse rate increase to fund costs related to providing refuse service to properties within the City of Rolling Hills.

I hereby declare under penalty of perjury that I am the owner of the above listed property or the authorized representative of the owner of the above listed property.

Please sign here:_____

Please print the property owner name here:_____

RESOLUTION NO. 1337

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS CALIFORNIA, AUTHORIZING INCREASING THE MAXIMUM ALLOWABLE RATE FOR REFUSE SERVICES IN THE CITY

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

Section 1. Recitals.

A. The City currently contracts with Republic Services to provide waste hauling and disposal services in the City. Republic Services bills the City directly and the City contracts with the County to bill City residents through the property tax bill for these services.

B. The City's current agreement with Republic Services provides for an annual increase to their contract based on the increase to the U.S. Consumer Price Index (CPI) - All Urban Consumers for the twelve-month period from January to December.

C. Increasing the maximum refuse rate charged in the City must be adopted in accordance with Proposition 218 (*i.e.*, California Constitution, Art. XIII D).

D. In accordance with Section 6(a) of Article XIII D of the California Constitution (Proposition 218), the City caused notices to be mailed to all customers and rate payer affected by the rate increase in April of 2023.

E. On Monday, June 12, 2023, the City Council held a duly noticed public protest hearing with respect to the maximum refuse rate in the City.

G. The City received written protests for ____ properties prior to the protest hearing and an additional ____ written protests were received at the public hearing.

H. A total of ____ written protests were received before the close of the public hearing.

I. The number of written protests received was not sufficient to constitute a majority protest. The City Clerk has certified the tabulation of written protests.

Section 2. The City Council of the City of Rolling Hills hereby accepts the City Clerk's certification of the results of the protest hearing and approves the maximum allowable increase for refuse services in the City to an amount not to exceed $1,432.11 per parcel.

Section 3. This action is statutorily exempt from the environmental review requirements of the California Environmental Quality Act ("CEQA") pursuant to Section 15378 and Section 15273 of the CEQA Guidelines and Public Resources Code Section 21080(b)(8) because (i) the increase in charges are for the purpose of meeting operational and maintenance expenses of the aforementioned services and (ii) the charges constitute the creation of a funding mechanism/other governmental fiscal activity, which does not involve any commitment to any specific project that may result in potential significant physical impact on the environment.

Section 4. 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 of original resolutions.

PASSED, APPROVED, AND ADOPTED this 12th day of June, 2023.

_____
PAT WILSON
MAYOR

ATTEST:

_____

CHRISTIAN HORVATH
CITY CLERK

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.A
Mtg. Date: 06/12/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **RECEIVE AND FILE INFORMATION ON THE PALOS VERDES ESTATES FOUNDATION; AND DISCUSS ESTABLISHING A SIMILAR FOUNDATION FOR ROLLING HILLS (MAYOR PRO TEM MIRSCH)**

DATE: **June 12, 2023**

BACKGROUND:
In late 2022, staff attended a conference and was educated on the Palos Verdes Estates Foundation, its mission to support projects for the City of Palos Verdes Estates, and the foundation's funding sources.

In light of the anticipated budget deficit for the next fiscal year, in March 2023, staff followed up with the Palos Verdes Foundation to learn more about the financial support for municipal projects.

Separately, Mayor Pat Wilson and Mayor Pro Tem Leah Mirsch expressed interest in a foundation for Rolling Hills. City staff arranged for Mayor Wilson and Mayor Pro Tem Mirsch to meet with three members of the Palos Verdes Estates Foundation on Friday, March 10, 2023.

DISCUSSION:
Since the March 2023 meeting, Mayor Wilson and Mayor Pro Tem Mirsch have continued discussions with the Palos Verdes Estates Foundation as private citizens.

Mayor Pro Tem Mirsch requested an agenda item for the June 12, 2023 City Council meeting to discuss a potential foundation for the City of Rolling Hills.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive and file a report by Mayor Pro Tem Leah Mirsch, and discuss.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 06/12/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **DISCUSS REQUEST FOR SMALL GIFTS FOR THE DINNER TO INSTALL LEAGUE OF CALIFORNIA CITIES LOS ANGELES DIVISION INCOMING PRESIDENT COUNCILMEMBER BEA DIERINGER (MAYOR WILSON)**

DATE: **June 12, 2023**

BACKGROUND:
In preparation for the League of California Cities (CalCities) Los Angeles Division's Installation Dinner in August, 2023, CalCities staff reached out to staff for coordination. CalCities staff informed staff that typically the city of the incoming president would provide a small gift for guests attending the installation dinner.

In response, staff searched City Hall for available items and found glass dishes. Attached to this report is a photo of the glass dish with the city's logo etched on the top side. City Hall currently has 90 dishes.

DISCUSSION:
Mayor Wilson requested that this matter be discussed at the June 12, 2023 City Council meeting.

FISCAL IMPACT:
None.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
CL_AGN_230612_CC_CalCities_InstallationDInner_Gift.pdf


CITY OF ROLLING HILLS, CALIFORNIA

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.C
Mtg. Date: 06/12/2023

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: **A RECEPTION FOR OUTGOING CITY MANAGER ELAINE JENG ON JUNE 26, 2023 AT 5PM (MAYOR PRO TEM MIRSCH)**

DATE: **June 12, 2023**

BACKGROUND:
City Manager Elaine Jeng resigned in May 2023 and her last day with the City of Rolling Hills is on Friday, July 7, 2023. She has served the community for nearly five years and made numerous connections with the residents of Rolling Hills.

DISCUSSION:
Mayor Pro Tem Leah Mirsch wishes to hold a reception for City Manager Jeng to allow the community an opportunity to thank Ms. Jeng for her service. City Manager Jeng's last City Council meeting will be the regular meeting on Monday, June 26, 2023. The regular meeting starts at 7pm. Mayor Pro Tem Mirsch would like the reception to be held at the City Hall City Council Chambers between 5pm and 7pm, with light snacks and drinks served.

FISCAL IMPACT:
Light snack and drinks for the event are estimated to be less than $500. There is sufficient funds in account 01-01-776 in the Fiscal Year 2022-2023 adopted budget for this expense.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 06/12/2023

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: CONFERENCE WITH LEGAL COUNSEL:
THREATENED LITIGATION
GOVERNMENT CODE SECTION 54956.9(D)(2)
THE CITY COUNCIL FINDS, BASED ON ADVICE FROM LEGAL COUNSEL, THAT DISCUSSION IN OPEN SESSION WILL PREJUDICE THE POSITION OF THE CITY IN THE LITIGATION.
NUMBER OF POTENTIAL CASES:1
(THREATENED LITIGATION BY A PROPERTY OWNER REGARDING TITLE PROPERTY ISSUES RELATED TO 11 QUAIL RIDGE ROAD SOUTH BASED ON PAST ACTIONS UNDER THE THEN APPLICABLE CITY VIEW ORDINANCE)

DATE: June 12, 2023

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.B
Mtg. Date: 06/12/2023

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: **PERSONNEL PURSUANT TO GOVERNMENT CODE SECTION (B) 54957**
THE CITY COUNCIL MAY MEET IN CLOSED SESSION TO CONSIDER THE APPOINTMENT/EMPLOYMENT OF A PUBLIC EMPLOYEE. (CITY MANAGER)

DATE: **June 12, 2023**

BACKGROUND:
None

DISCUSSION:
None

FISCAL IMPACT:
None

RECOMMENDATION:
None.

ATTACHMENTS: