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, February 13, 2023** | **7:00 PM**

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

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

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

Next Resolution No. 1329 *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 FEBRUARY 13, 2023

RECOMMENDATION: Approve.
CL_AGN_230213_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: JANUARY 23, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230123_CC_F.pdf

8.D. PAYMENT OF BILLS.
RECOMMENDATION: Approve as presented.
CL_AGN_230213_CC_PaymentOfBills.pdf

8.E. ADOPT BY RESOLUTION NO. 1325 AUTHORIZING A BUDGET MODIFICATION OF $23,670; APPROVE AN AMENDED AGREEMENT WITH NV5 TO PHASE THE 8â€ SEWER MAIN ENGINEERING PLANS FOR $23,670 AND AUTHORIZE THE CITY MANAGER TO EXECUTE
RECOMMENDATION: Adopt Resolution No. 1325 and approve as presented.
ResolutionNo1325_NV5_8inchSewerMain_Phase1_Budget Amendment.pdf
CA_AGR_230213_NV5_8inchSewerLineProject_1stAmendment_NV5 Signed.pdf
CA_AGR_200929_NV5_8inchSewerLineProject_E.pdf

8.F. ADOPT BY RESOLUTION NO. 1326 AUTHORIZING A BUDGET MODIFICATION OF $5,000 FOR BOLTON ENGINEERING FOR THE TENNIS COURT ADA IMPROVEMENT PROJECT
RECOMMENDATION: Adopt Resolution 1326 and approve as presented.
ResolutionNo1326_BoltonEng_TopographicSurvey_BudgetAmendment.pdf
CA_AGR_220912_PSA_BoltonEng_Amendment01_TennisCourtADA_E.pdf

8.G. APPROVE A WELLNESS PROGRAM FOR CITY STAFF
RECOMMENDATION: Approve as presented.

8.H. APPROVE BENNETT LANDSCAPING PROPOSALS TO REPAIR AND REPLACE ONE PRESSURE REGULATOR AND LEAKY VALVE, CORRECT IRRIGATION ISSUES, PROVIDE GOPHER ABATEMENT, LANDSCAPE DESIGN, TREE REMOVAL, AND LANDSCAPE IMPROVEMENTS
RECOMMENDATION: Approve as presented.
CL_AGN_230213_CC_BennettProposal01_Various.pdf
CL_AGN_230213_CC_BennettProposal02_Irrigation.pdf
CL_AGN_230213_CC_BennettProposal03_Gophers.pdf
CL_AGN_230213_CC_BennettProposal04_Design.pdf

8.I. RECEIVE AND FILE A PRESENTATION OF THREE SELECTED LOCATIONS FOR THE OUTDOOR SIREN PROJECT TO PERFORM SOUND PROPAGATION ANALYSIS AND APPROVE AMENDED AGREEMENT WITH HQE IN THE AMOUNT OF $4,195
RECOMMENDATION:

Approve as presented.

CL_AGN_230213_HQE_Amendment03.pdf
CL_AGN_230213_CC_HQE_ScopeOfWork2_221020.pdf
CL_AGN_230213_CC_3 Potential Sirens Locations.pdf

9. EXCLUDED CONSENT CALENDAR ITEMS

10. COMMISSION ITEMS

11. PUBLIC HEARINGS

12. OLD BUSINESS

12.A. CONSIDER AND APPROVE THE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2023

RECOMMENDATION: Staff recommends that the City Council consider the updated City Council committee assignments and provide direction to staff.

CC_ASM_230213_CommitteeAssignments_PW.pdf
CC_ASM_220509_2022.pdf

12.B. ACCEPT BID PROPOSAL FROM EC CONSTRUCTION FOR EMERGENCY STORM DRAIN REPAIR AT 1 MIDDLERIDGE LANE SOUTH; ADOPT BY RESOLUTION NO. 1327 APPROVING THE EMERGENCY WORK; ADOPT BY RESOLUTION NO. 1328 AUTHORIZING A BUDGET MODIFICATION OF $38,640; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; RECEIVE AND FILE ENGINEERING DESIGN PROPOSAL FROM ONWARD ENGINEERING

RECOMMENDATION: Approve as presented.

PW_DRA_230201_1MiddleridgeLnS_Sinkhole_ECC_Estimate_CMP.pdf
PW_DRA_230201_1MiddleridgeLnS_Sinkhole_ECC_Estimate_Lining.pdf
ResolutionNo1327_EmergencyStormDrainRepair_1MiddleridgeLaneS.pdf
ResolutionNo1328_EmergRepairs_1MiddleridgeS_BudgetAmendment.pdf
CA_AGR_230213_ECC_EmergencyContract_1MiddleridgeLaneS_F.pdf
PW_DRA_230209_Middleridge_OnwardEng_Design& PM_Proposal.pdf
PW_DRA_220107_AsBuilts_MiddleridgeLane_6650 U1-B.pdf
PW_DRA_230118_1MiddleridgeLnS_Sinkhole_OE_ObservationReport.pdf

12.C. RECEIVE AND FILE A TECHNICAL MEMORANDUM FROM PACIFIC ARCHITECTURE AND ENGINEERING INC., ON OPTIONS TO REPLACE THE EXISTING CITY HALL CAMPUS EMERGENCY STANDBY DIESEL GENERATOR AND PROVIDE DIRECTION TO STAFF.

RECOMMENDATION: Receive and file technical memorandum and select a replacement option.

20221215_Gen Vs Solar memo_V1.pdf

13. NEW BUSINESS

13.A. FISCAL YEAR 2022/23 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2022

RECOMMENDATION: Receive and accept.
CL_AGN_230213_CC_MidYear_Analysis.pdf
CL_AGN_230213_CC_GeneralFundRevenues_Through12.31.22.pdf
CL_AGN_230213_CC_GeneralFundExpenditures_Through12.31.22.pdf
CL_AGN_230213_CC_Revenues&Expenditures_Through12.31.22_Restricted&OtherFunds.

13.B. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR DRONE SERVICES WITH SKY LADDER DRONES
RECOMMENDATION: Approve as presented
CL_AGN_230213_CC_Sky Ladder Drones Proposal.pdf

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS CALL FOR SERVICE EMAILS GENERATED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (COUNCILMEMBER PIEPER)
RECOMMENDATION: Provide direction to staff.

14.B. DISCUSS AND PROVIDE DIRECTION REGARDING SOUTH BAY CITIES COUNCIL OF GOVERNMENTS PROPOSAL TO INCREASE DUES BASED ON THREE POTENTIAL SCENARIOS (COUNCILMEMBER DIERINGER)
RECOMMENDATION: Provide direction to staff.
CL_AGN_230213_SBCCOG_FinanceCommittee_02.01.23_AgendaSlides.pdf

15. MATTERS FROM STAFF

16. RECESS TO CLOSED SESSION

16.A. CONFERENCE WITH LABOR NEGOTIATOR GOVERNMENT CODE SECTION 54957.6 CITY'S DESIGNATED REPRESENTATIVE: MAYOR PATRICK WILSON UNREPRESENTED EMPLOYEE: CITY MANAGER ELAINE JENG
RECOMMENDATION: None.

17. RECONVENE TO OPEN SESSION

18. ADJOURNMENT

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

Notice:

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

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

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

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 8.A
Mtg. Date: 02/13/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: ELAINE JENG P.E., CITY MANAGER

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

DATE: February 13, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230213_CC_AffidavitofPosting.pdf

Administrative Report

8.A., **File #** 1637 **Meeting Date**: 02/13/2023

To: MAYOR & CITY COUNCIL

From: Christian Horvath, City Clerk

TITLE

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

EXECUTIVE SUMMARY

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

AFFIDAVIT OF POSTING

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

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

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

Christian Horvath, City Clerk

Date: February 10, 2023

Agenda Item No.: 8.B
Mtg. Date: 02/13/2023

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

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

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

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

DATE: **February 13, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:

Agenda Item No.: 8.C
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **APPROVE THE FOLLOWING CITY COUNCIL MINUTES: JANUARY 23, 2023**

DATE: **February 13, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230123_CC_F.pdf

Minutes
Rolling Hills City Council
Monday, January 23, 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 7:02 p.m. Mayor Wilson presiding.

2. ROLL CALL

Councilmembers Present:	Dieringer, Pieper, Mayor Pro Tem Mirsch, Mayor Wilson
Councilmembers Absent:	None
Staff Present:	Elaine Jeng, City Manager
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	John Signo, Planning & Community Services Director
	Vanessa Hevener, Senior Management Analyst
	Robert Samario, Finance Director
	Pat Donegan, City Attorney

3. PLEDGE OF ALLEGIANCE – Councilmember Pieper

4. PRESENTATIONS/PROCLAMATIONS/ANNOUNCEMENTS – NONE

5. APPROVE ORDER OF THE AGENDA

Councilmember Black arrived at 7:05 p.m.

6. BLUE FOLDER ITEMS (SUPPLEMENTAL)

Motion by Councilmember Pieper, seconded by Councilmember Black to receive and file Blue Folder Items for 7A, 11A and 13C. Motion carried unanimously with the following vote:

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

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

Public Comment: Victor Ibarra, Charlie Raine, Ali Tashakori

8. CONSENT CALENDAR

8.A. APPROVE AFFIDAVIT OF POSTING FOR THE CITY COUNCIL REGULAR MEETING OF JANUARY 23, 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: JANUARY 9, 2023

8.D. PAYMENT OF BILLS

8.E. PULLED BY MAYOR WILSON

8.F. ADOPT RESOLUTION 1323 AUTHORIZING THE EXCHANGE OF PROPOSITION A FUNDS WITH THE CITY OF BEVERLY HILLS FOR GENERAL FUNDS; AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE FUND EXCHANGE AGREEMENT

8.G. ADOPT BY RESOLUTION NO. 1324 AUTHORIZING A BUDGET AMENDMENT OF $13,000.00 IN GENERAL FUND RESERVES FOR THE STREET AND TRAFFIC IMPROVEMENTS ON JOHNS CANYON ROAD

Motion by Councilmember Dieringer, seconded by Mayor Pro Tem Mirsch to approve Consent Calendar except Item 8E. Motion carried unanimously with the following vote:

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

9. EXCLUDED CONSENT CALENDAR ITEMS

8.E. REPUBLIC SERVICES RECYCLING TONNAGE REPORT FOR DECEMBER 2022

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

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

10. COMMISSION ITEMS – NONE

11. PUBLIC HEARINGS

11.A. ADOPT RESOLUTION NO. 1322 TO CREATE THE UNDERGROUND UTILITY DISTRICT NO. 2 (UDD-02) (EASTFIELD DRIVE)

Presentation by Senior Management Analyst Vanessa Hevener

Public Comment: David Brown, Ramona See

Motion by Councilmember Pieper, seconded by Councilmember Black to Adopt Resolution No. 1322 to create Underground utility District No. 2 (UUD-02) (Eastfield Drive.) Motion carried unanimously with the following vote:

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

12. OLD BUSINESS

12.A. RECEIVE AND FILE AN UPDATE TO THE OUTDOOR SIREN PROJECT

Presentation by Senior Management Analyst Vanessa Hevener

Public Comment: Arlene Honbo, Ralph Black, Judith Haenel

Mayor Wilson shared information from the City of Paradise. Mayor Pro Tem Mirsch shared information from the Cities of Mill Valley and Laguna Beach

Primary Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to receive and file and direct staff to identify four sites.

Substitute motion by Councilmember Dieringer to bifurcate the primary motion into two separate motions. Motion failed for lack of a second.

Primary Motion carried with the following vote:

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

Mayor Wilson moved to Item 12E.

12.E. APPROVE REVISED FISCAL YEAR 2023/24 BUDGET CALENDAR

Presentation by City Manager Elaine Jeng

Motion by Councilmember Mayor Pro Tem Mirsch, seconded by Councilmember Pieper to approve the revised FY 2023/24 Budget Calendar. Motion carried unanimously with the following vote:

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

Mayor Wilson moved to Items 13A and B.

13. NEW BUSINESS

13.A. AUDITED ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2022

Presentation by Finance Director Robert Samario
Kirk Hamblin, Lance, Soll & Lunghard, LLP

Motion by Councilmember Pieper, seconded by Mayor Pro Tem Mirsch to accept the audited financial statements for the fiscal year ended June 30, 2022. Motion carried unanimously with the following vote:

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

13.B. RECEIVE PRESENTATION ON FISCAL YEAR 2023/24 BUDGET DEVELOPMENT KICKOFF AND PROVIDE INPUT TO THE FINANCE/BUDGET/AUDIT COMMITTEE

Presentation by Finance Director Robert Samario

Public Comment: Alfred Visco

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

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

Mayor Wilson moved back to Item 12B.

12. OLD BUSINESS

12.B. CONSIDER ENGAGING 4LEAF, INC. TO PROVIDE CODE ENFORCEMENT SERVICES, AND DIRECT STAFF TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR AN AMOUNT NOT-TO-EXCEED $79,040 FOR A ONE-YEAR TERM INCLUDING $33,440 FOR THE REMAINDER OF THE 2022-2023 FISCAL YEAR

Presentation by Planning & Community Services Director John Signo

Motion by Councilmember Black, seconded by Councilmember Pieper directing the City Manager to execute a Professional Services Agreement with 4Leaf, Inc.at a not-to-exceed amount of $59,040 for one year. Motion carried unanimously with the following vote:

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

12.C. RECEIVE AND FILE SUPPLEMENTAL SEWER STUDY PREPARED BY WILLDAN ENGINEERING TO PHASE THE CONSTRUCTION OF THE 8" SEWER MAIN PROJECT AND DIRECT STAFF TO PREPARE AN AMENDED PROFESSIONAL SERVICE AGREEMENT WITH NV5 TO PREPARE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE PHASING OF THE PROJECT

Presentation by City Manager Elaine Jeng

Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to receive and file the supplemental sewer study from Wildan Engineering and direct staff to prepare an amended professional Service agreement with NV5 in the amount of $23,670. Motion carried with the following vote:

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

12.D. RECEIVE AND FILE A TECHNICAL MEMORANDUM FROM PACIFIC ARCHITECTURE AND ENGINEERING INC., ON OPTIONS TO REPLACE THE EXISTING CITY HALL CAMPUS EMERGENCY STANDBY DIESEL GENERATOR AND PROVIDE DIRECTION TO STAFF

City Manager Elaine Jeng

Motion by Councilmember Pieper, seconded by Councilmember Black to table further discussion until the next City Council meeting. Motion carried unanimously with the following vote:

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

13. NEW BUSINESS

13.C. CONSIDER AND APPROVE THE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2023

Motion by Councilmember Black, seconded by Mayor Pro Tem Mirsch to table the item until the next City Council meeting. Motion carried unanimously with the following vote:

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

13.D. APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF RANCHO PALOS VERDES, PALOS VERDES ESTATES, ROLLING HILLS ESTATES, AND ROLLING HILLS REGARDING IMPLEMENTATION OF THE "KNOW YOUR ZONE" EVACUATION WEB PLATFORM

Primary Motion by Mayor Pro Tem Mirsch, seconded by Councilmember Black to approve the Memorandum of Understanding between the Palos Verdes Peninsula Cities as approved to form by the City Attorney with the established not-to-exceed total cost of $10,000, with Rolling Hills' estimated share in the amount of $700 based upon the established cost allocation formula for the four Peninsula cities.

Friendly amendment by Councilmember Dieringer to have this reconsidered if the other three cities don't approve this as presented and go back to their Councils. Friendly amendment not accepted.

Substitute motion by Councilmember Dieringer to approve only if the other three cities approve as is. Motion failed for lack of second.

Primary motion carried unanimously with the following vote:

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

13.E. RECEIVE AND FILE CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION OF THE MIDDLERIDGE LANE STORM DRAIN LINE PERFORMED BY THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

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

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

13.F. RECEIVE A REPORT ON NEW SINKHOLE AT 1 MIDDLERIDGE LANE SOUTH AND DIRECT STAFF TO ENGAGE ONWARD ENGINEERING TO PROVIDE REPAIR RECOMMENDATION BASED ON FIELD OBSERVATIONS AND LA COUNTY DEPARTMENT OF PUBLIC WORKS PIPLELINE VIDEO INSPECTION

Motion by Councilmember Pieper, seconded by Councilmember Black granting authority to the City Manager to have EC Construction evaluate and repair the existing sinkhole develop solutions, Onward Engineering provide engineering design recommendations to fix the whole drainage system, and the RHCA to cover the existing sinkholes for safety in the meantime. Motion carried with the following vote:

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

13.G. RECEIVE AND FILE PROGRESS UPDATE ON CREST ROAD EAST UTILITY UNDERGROUNDING PROJECT

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

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

14. MATTERS FROM THE CITY COUNCIL

14.A. DISCUSS CALL FOR SERVICE EMAILS GENERATED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (COUNCILMEMBER JEFF PIEPER)

Mayor Wilson tabled the item until the next Council Meeting.

15. MATTERS FROM STAFF – NONE

16. RECESS TO CLOSED SESSION – 11:25 P.M.

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

17. RECONVENE TO OPEN SESSION – 12:10 A.M.

18. ADJOURNMENT: 12:15 A.M.

The meeting was adjourned at 12:15 a.m on January 24, 2023. The next regular adjourned meeting of the City Council is scheduled to be held on Monday, February 13, 2023 beginning at 7:00 p.m. in the City Council Chamber at City Hall, 2 Portuguese Bend Road, Rolling Hills, California. It will also be available via City's website link at: https://www.rolling-hills.org/government/agenda/index.php

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

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____

Patrick Wilson, Mayor

Agenda Item No.: 8.D
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **PAYMENT OF BILLS.**

DATE: **February 13, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230213_CC_PaymentOfBills.pdf

CITY OF ROLLING HILLS
AP23-020 & AP23-020-A, & ACH23-028,029,030,032,033 &034
Check Run 01/18/2023 & 02/01/2023

Check No.	Check Date	Payee	Description	Amount
027990	1/18/2023	Timothy McHugh	Refund ZC21-10 for Landscape Deposit	5,000.00
027991	2/1/2023	California JPIA	Training 2/14-16/23 C. Horvath	375.00
027992	2/1/2023	EXSEL	Custom Key to the City	93.08
027993	2/1/2023	Forum Info-Tech. Inc./Levelcloud	January Cloud Hosting	5,111.25
027994	2/1/2023	GPA Consulting	Project # 918 Vegetation Management - Dec. 2022	670.00
027995	2/1/2023	John L. Hunter & Assoc., Inc.	TMRP Services November 2022	2,545.00
027996	2/1/2023	County of Los Angeles	December 2022 Animal care Housing Costs	404.93
027997	2/1/2023	Pacific Architecture and Engineering, Inc.	GPR Consultant Fees- Task 8	8,140.00
027998	2/1/2023	Palos Verdes Security Sys, Inc.	Feb. 2023 CCTV Lease	168.00
027998	2/1/2023	Palos Verdes Security Sys, Inc.	Jan.2022 CCTV Lease & 1/1 - 3/31/23 Qtr Alarm	360.00
CHECK TOTAL			**$ 528.00**	
027999	2/1/2023	Palos Verdes Peninsula Unified School District	School Security Reimbursement 09/30/22 thru 12/29/22	527.75
028000	2/1/2023	Robert Half	Temp service week ending 1/20/2023 for Planning	1,158.40
028001	2/1/2023	Willdan Inc.	Professional Services Aug. 2022 Project 101749.00	1,130.00
028001	2/1/2023	Willdan Inc.	Professional Services Dec. 2022 Project 101749.00	1,962.50
028001	2/1/2023	Willdan Inc.	Professional Services Oct. 2022 Project 101749.00	3,885.00
CHECK TOTAL			**$ 6,977.50**	
028002	2/1/2023	MV Cheng & Associates	Monthly Accounting Services December 2022	15,565.00
028003	2/1/2023	Robert Half	Temp service week ending 1/27/2023 for Planning	1,161.84
028004	2/1/2023	Vanessa Hevener	Reimbursement 01-17-23 BC Leadership Meeting	128.75
ACH-158	1/17/2023	California Water Service Co.	Water Usage 11-29-22 to 12-28-2022_RANCHO	484.39
ACH-159	1/17/2023	California Water Service Co.	Water Usage 11-29-22 to 12-28-22_ROLLING	381.07
ACH-160	1/24/2023	Delta Dental	Dental Insurance for February 2023	1,125.74
ACH-161	1/24/2023	The Gas Company	Gas usage from 12-08-2022 to 01-09-2023	673.87
ACH-162	1/24/2023	Pitney Bowes	Postage for Month of December 2022	1,510.00
ACH-163	1/24/2023	Pitney Bowes	Postage for Month of January 2023	1,510.00
ACH-164	1/28/2023	Southern California Edison	Electricity Usage 12 17 22 to 01 17 23	387.40
ACH-166	1/24/2023	Vision Service Plan - (CA)	Vision Coverage February 2023	192.78
ACH-167	12/2/2022	CalPERS	PERS PR Ending 11/29/22	4,041.27
ACH-168	12/2/2022	Vantagepoint Transfer Agents - 306580	ICMA PR Ending 11/29/22	1,912.49
ACH-169	12/1/2022	CalPERS	PERS Health Dec 2022	11,404.18
ACH-170	12/16/2022	CalPERS	PERS PR Ending 12/13/22	4,041.27
ACH-171	12/16/2022	Vantagepoint Transfer Agents - 306580	ICMA PR Ending 12/13/22	1,912.41
ACH-172	12/30/2022	CalPERS	PERS PR Ending 12/27/22	3,999.57
ACH-173	12/30/2022	Vantagepoint Transfer Agents - 306580	ICMA PR Ending 12/27/22	666.70
ACH-174	1/1/2023	CalPERS	PERS Health January 2023	12,179.90
PR LINK	1/24/2023	PR LINK - Payroll & PR Taxes PR#2	Payroll Processing Fee PR#2 01/11-2023 - 01/24/2023	69.96
PR LINK	1/24/2023	PR LINK - Payroll & PR Taxes PR#2	Pay Period - PR#2 01/11/2023 - 01/24/2023	22,824.26

Check No.	Check Date	Payee	Description	Amount
				$ 117,703.76

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

117,703.76 for the payment of above items.

2/8/2023

Elaine Jeng, P.E., City Manager

Agenda Item No.: 8.E
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **ADOPT BY RESOLUTION NO. 1325 AUTHORIZING A BUDGET MODIFICATION OF $23,670; APPROVE AN AMENDED AGREEMENT WITH NV5 TO PHASE THE 8" SEWER MAIN ENGINEERING PLANS FOR $23,670 AND AUTHORIZE THE CITY MANAGER TO EXECUTE**

DATE: **February 13, 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.

DISCUSSION:
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. Previously, 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. Staff is preparing a Request for Proposal for a grant writer, anticipated to be release in late January 2023.

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.

FISCAL IMPACT:
This fee was not included in the adopted budget for Fiscal Year 2022-2023. General Fund Reserves will be used for the engineering design fees. The proposed budget amendment will add the funding to the Capital Projects Fund and increase capital transfers in the General Fund.

RECOMMENDATION:
Adopt Resolution No. 1325 and approve as presented.

ATTACHMENTS:
ResolutionNo1325_NV5_8inchSewerMain_Phase1_Budget Amendment.pdf
CA_AGR_230213_NV5_8inchSewerLineProject_1stAmendment_NV5 Signed.pdf
CA_AGR_200929_NV5_8inchSewerLineProject_E.pdf

RESOLUTION NO. 1325

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE $23,670.00 IN THE CAPITAL PROJECTS FUND FUNDED FROM A TRANSFER OF GENERAL FUND RESERVES FOR AN AMENDED PROFESSIONAL SERVICES AGREEMENT WITH NV5 FOR PHASE I OF THE BIFURCATED 8-INCH SEWER MAIN ENGINEERING 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. In 2020, the City released a request for proposal and engaged the services of NV5, Inc. ("NV5") to provide engineering design services for the 8" sewer main line project along Portuguese Bend Road/Rolling Hills Road.

C. NV5 completed the various design work milestones, but due to the multijurisdictional nature of the project, the review process resulted in certain design change requests from the City of Torrance.

D. 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.

E. In September of 2022, NV5 provided a proposal to bifurcate the 8" Sewer Main Improvement Project into two phases. Further, NV5 provided a proposal to update the construction documents for Phase 1 only.

F. At the January 23, 2023 City Council meeting, staff presented the item to City Council and received direction to amend the Professional Services Agreement with NV5 to prepare the construction documents in accordance with the phasing of the project as described.

G. While this budget amendment is necessary to ensure timely design work, staff will continue to explore the possibility of securing grants.

D. The City desires to appropriate $23,670.00 in the Capital Projects Fund funded from a transfer of General Fund reserves to fund the Amended Professional Services Agreement with NV5 (attached as Exhibit “A”).

Section 2. The sum of twenty three thousand, six hundred and seventy dollars ($23,670.00) is hereby appropriated in the Capital Projects Fund from the General Fund Reserves to fund the Amended Professional Services Agreement with NV5.

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

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

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

Exhibit A

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	**NV5, INC.**
CITY MANAGER:	SENIOR VICE PRESIDENT
_____	_____
ELAINE JENG	JEFFREY COOPER
DATE:_____	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

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

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.

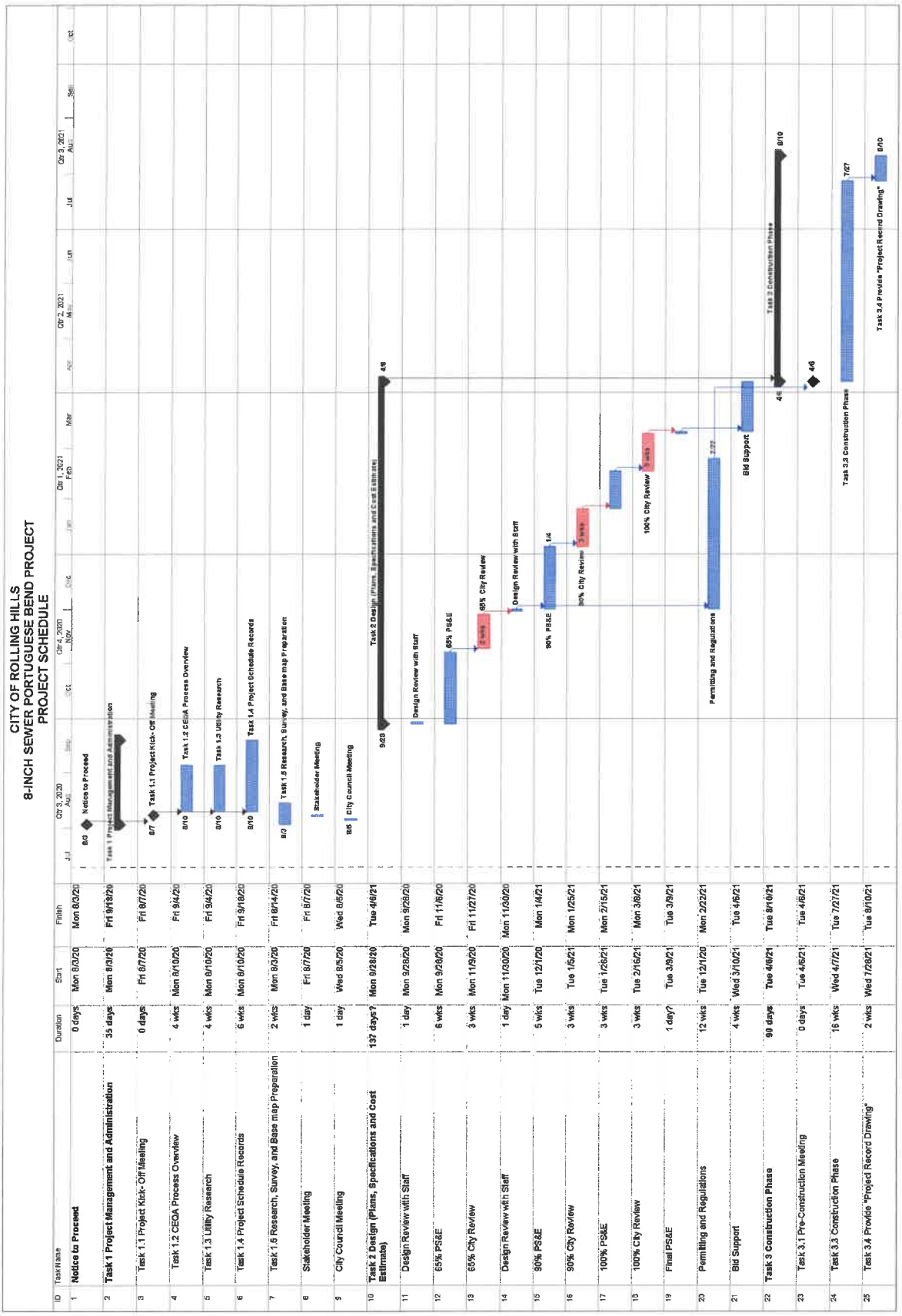
Deliverables:

- 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



ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	0 days	Mon 8/3/20	Mon 8/3/20
2	Task 1 Project Management and Administration	35 days	Mon 8/3/20	Fri 9/18/20
3	Task 1.1 Project Kick- Off Meeting	0 days	Fri 8/7/20	Fri 8/7/20
4	Task 1.2 CEQA Process Overview	4 wks	Mon 8/10/20	Fri 9/4/20
5	Task 1.3 Utility Research	4 wks	Mon 8/10/20	Fri 9/4/20
6	Task 1.4 Project Schedule Records	6 wks	Mon 8/10/20	Fri 9/18/20
7	Task 1.5 Research, Survey, and Base map Preparation	2 wks	Mon 8/3/20	Fri 8/14/20
8	Stakeholder Meeting	1 day	Fri 8/7/20	Fri 8/7/20
9	City Council Meeting	1 day	Wed 8/5/20	Wed 8/5/20
10	Task 2 Design (Plans, Specifications and Cost Estimate)	137 days?	Mon 9/28/20	Tue 4/6/21
11	Design Review with Staff	1 day	Mon 9/28/20	Mon 9/28/20
12	65% PS&E	6 wks	Mon 9/28/20	Fri 11/6/20
13	65% City Review	3 wks	Mon 11/9/20	Fri 11/27/20
14	Design Review with Staff	1 day	Mon 11/30/20	Mon 11/30/20
15	90% PS&E	5 wks	Tue 12/1/20	Mon 1/4/21
16	90% City Review	3 wks	Tue 1/5/21	Mon 1/25/21
17	100% PS&E	3 wks	Tue 1/26/21	Mon 2/15/21
18	100% City Review	3 wks	Tue 2/16/21	Mon 3/8/21
19	Final PS&E	1 day?	Tue 3/9/21	Tue 3/9/21
20	Permitting and Regulations	12 wks	Tue 12/1/20	Mon 2/22/21
21	Bid Support	4 wks	Wed 3/10/21	Tue 4/6/21
22	Task 3 Construction Phase	90 days	Tue 4/6/21	Tue 8/10/21
23	Task 3.1 Pre-Construction Meeting	0 days	Tue 4/6/21	Tue 4/6/21
24	Task 3.3 Construction Phase	16 wks	Wed 4/7/21	Tue 7/27/21
25	Task 3.4 Provide "Project Record Drawing"	2 wks	Wed 7/28/21	Tue 8/10/21

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 [ ] OCCUR [X] 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

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.

00020007560570405758532

Copyright CNA All Rights Reserved.

All other terms and conditions of the Policy remain unchanged.

Material used with permission of ISO Properties, Inc

Copyright CNA All Rights Reserved.

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.

0002000756057040575846 2

Copyright, Insurance Services Office, Inc., 2009

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

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.

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.

© Copyright CNA All Rights Reserved.

Agenda Item No.: 8.F
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **ADOPT BY RESOLUTION NO. 1326 AUTHORIZING A BUDGET MODIFICATION OF $5,000 FOR BOLTON ENGINEERING FOR THE TENNIS COURT ADA IMPROVEMENT PROJECT**

DATE: **February 13, 2023**

BACKGROUND:
In August 2017, the City of Rolling Hills hired Bolton Engineering to prepare grading and related plans and documents for the Tennis Court Area Improvement Project. The project was put on hold when the design for the proposed 8" sewer line project was approved by the City Council and when RHCA decided to revise their proposed plans for the tennis courts. Bolton Engineering was able to complete the plans and submit them for plan check with Building and Safety. Bolton Engineering was in the process of responding to corrections when the process was put on hold.

On September 12, 2022, the City Council approved an amended agreement to have Bolton Engineering bring the project plan check through completion and conduct on-site inspection during construction. Bolton Engineering submitted the cost to update the plans for $5,000. Construction inspection services will also be provided but under Time and Material.

DISCUSSION:
The September 12, 2022 staff report denoted under Fiscal Impact that an additional five thousand dollars ($5,000.00) is added to the permitted compensation under this First Amendment and is included in the FY 22-23 Budget. Subsequently, while coding invoices, staff recognized that although the City Council had approved the use of these funds, the FY 22-23 Budget did not account for this additional expenditure. To correct the oversight, staff has prepared a budget amendment resolution.

FISCAL IMPACT:
This fee was not included in the adopted budget for Fiscal Year 2022-2023. General Fund Reserves will be used for the fees. The proposed budget amendment will add the funding to the Capital Projects Fund and increase capital transfers in the General Fund.

RECOMMENDATION:
Adopt Resolution 1326 and approve as presented.

ATTACHMENTS:
ResolutionNo1326_BoltonEng_TopographicSurvey_BudgetAmendment.pdf
CA_AGR_220912_PSA_BoltonEng_Amendment01_TennisCourtADA_E.pdf

RESOLUTION NO. 1326

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO APPROPRIATE $5,000.00 IN THE CAPITAL PROJECTS FUND FROM A TRANSFER OF GENERAL FUND RESERVES TO FILE/ACHIEVE BUILDING PERMITS FOR THE TENNIS COURT ADA IMPROVEMENT PROJECT PERFORMED BY BOLTON ENGINEERING

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. In August 2017, the City of Rolling Hills hired Bolton Engineering to prepare grading and related plans and documents for the Tennis Court Area Improvement Project. The project was put on hold when the design for the proposed 8" sewer line project was approved by the City Council and the Rolling Hills Community Association revised their proposed plans for the tennis courts. Bolton Engineering was able to complete the plans and submit them for plan check with Building and Safety. Bolton Engineering was in the process of responding to corrections when the process was put on hold.

C. On September 12, 2022, the City Council approved an amended agreement to have Bolton Engineering bring the project plan check through completion, including the filing and acquisition of building permits for the project.

Bolton Engineering submitted the cost to update the plans for $5,000. Construction inspection services would also be provided but under Time and Material.

D. At the September 12, 2022 City Council meeting, the City Council approved an additional $5,000 in compensation under the First Amendment and included this amount the FY 22-23 Budget. Subsequently, staff recognized that the FY 22-23 Budget did not account for this additional expenditure and seeks to correct the oversight.

E. The City desires to appropriate $5,000.00 in the Capital Projects Fund funded from a transfer of General Fund reserves to fund the filing and acquisition of building permits for the tennis court ADA Improvement project to be conducted by Bolton Engineering Corp. pursuant to the Professional Services Agreement attached as Exhibit “A.”

Section 2. The sum of five thousand dollars ($5,000.00) is hereby appropriated in the Capital Projects Fund to fund the filing and acquisition of building permits for the tennis court ADA Improvement project to be conducted by Bolton Engineering Corp.

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

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

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

Exhibit A

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made and entered into this 12th day of September, 2022, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and BOLTON ENGINEERING, CORP.(hereinafter the "CONSULTANT"). CITY and CONSULTANT are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY and CONSULTANT have entered into that certain Professional Services Agreement for Emergency Communications System services last executed on August 17, 2017 (the "Agreement").

B. The Parties now desire to amend the Agreement in order to extend the term, provide for additional work to be completed by the CONSULTANT, and provide for additional compensation to CONSULTANT ("First Amendment").

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

1. Section 2 "Scope of Work" of the Agreement is amended to read as follows:

"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 as Exhibit A. In addition to the work set forth in Exhibit A, Consultant shall also perform the following work related to the improvements to and around the Tennis Court Area to the satisfaction of the City: prepare and take design plans through the plan check process with the County Building Divisions and address all plan check comments so that permits are ready to be pulled.

The term of the Agreement shall be from August 26, 2021 to August 26, 2024 unless terminated sooner pursuant to the provisions of this Agreement. Such term may be extended upon written agreement of both CITY and CONSULTANT."

2. Section 3 "Cost" of the Agreement is amended to read as follows:

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

A. Compensation. An additional five thousand dollars ($5,000.00) is added to the permitted compensation under this First Amendment. Thus, total expenditure made under this Agreement (original Agreement and this First Amendment) shall not exceed

the sum of thirteen thousand dollars ($13,000.00). This fee includes all expenses, consisting of all incidental blueprinting, photograph, travel, attendance at meetings and miscellaneous costs, estimated to be accrued.

3. Section 9 "Term of Contract" of the Agreement is amended to read as follows:

"9. TERM OF CONTRACT
This contract shall be valid until September 1, 2024. The City Manager may extend this contract with proof of a good cause. Such extension shall be in writing by the City Manager and the CONSULTANT."

4. Except as amended by this First 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

ELAINE JENG, City Manager

DAN BOLTON, BOLTON ENGINEERING CORP.

Dan Bolton

ATTEST:

CHRISTIAN HORVATH
CITY CLERK

APPROVED AS TO FORM:

on behalf of
MICHAEL JENKINS
CITY ATTORNEY

65277.00001\40658408.1

Agenda Item No.: 8.G
Mtg. Date: 02/13/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **APPROVE A WELLNESS PROGRAM FOR CITY STAFF**

DATE: **February 13, 2023**

BACKGROUND:
In the current adopted budget, the City Council approved six full time staff to serve the residents of Rolling Hills. To ensure no service interruptions to the residents of Rolling Hills, most of the staff don't leave City Hall during business hours (730am to 5pm).

The six staff all wear multiple hats, including the Senior Management Analyst singularly serving as the Human Resource Division. The City Clerk/Executive Assistant to the City Manager provides as-needed in-house handyman work and generate flyers when necessary. The City Manager installed phones at City Hall, and provides janitorial services for the facility at times. All the staff support the organization wherever and whenever the need arises. This week, the Planning and Community Services Director was in accounts payable generating payment checks to vendors. Likewise, the Assistant Planner mailed vendor payments checks to fill the current void in the Finance Department.

All the contents to the Blue Newsletter are generated internally, along with the printing, labeling and mailing. Furthermore, all the notices for the development projects are also processed in-house as well as all the agendas to the City Council, and Commissioner meetings.

Along with the office work, staff is also functioning as the subject matter experts in their positions whether it be in planning, election, emergency preparedness, stormwater, solid waste, public records, and or engineering. Internal staff perform contract compliance for all the contracts approved by the City Council. Staff completes regulatory reports internally, including required records for grants.

In responding to the COVID-19 pandemic, the event brought to light the important of wellness to maintain the functionality of an organization, particularly a small organization like the City of Rolling Hills. In late 2021, one of the six staff was out on extended leave. Another staff resigned to pursue another opportunity at another city. Two of the six staff accounted for 33%

of the workforce at City Hall, resulting in the remaining four staff to meet all the business needs. For a time in 2022, City Hall experienced two vacancies and one extended leave, operating with 50% of the workforce to meet all business needs.

DISCUSSION:
In 2021, the City Council recognized staff's presence at City Hall during business hours. Snacks (fruits, nuts, beef jerky, drinks and etc) were made available to staff at City Hall. Building on the City Council's support, a wellness program is proposed for City Hall staff comprising of the following:

- Weekly on Thursdays at 3pm in the City Council Chambers, a half-hour stretching and workout led by a staff. Participation optional.
- Registration fee reimbursement for two run/walk races per year (Redondo Beach Super Bowl 5K in February, and Manhattan Beach 10K in October annually). Participation optional.
- Quarterly competitions on steps per day. Staff can track steps via cell phones, or smart watches, or pedometers. Steps per day for a three month period will be tallied by individual staff and submitted to the City Manager. The quarterly winner receives a $25 Amazon gift card. Participation optional.

Three staff signed up for the Redondo Beach 5K race scheduled for Sunday, February 12, along with one Councilmember. The cost of the race is $55 plus processing fee per person. The Manhattan Beach 10K is scheduled for October 7, 2023. Early registration fee is $30 plus processing fee per person.

FISCAL IMPACT:
There is sufficient funding in the Fiscal Year 2022-2023 adopted budget under Administration, Miscellaneous Expenses, account 776 to support a fitness program for staff ($55x6, $30x6, $25x4) for approximately $650 per calendar year or $325 per fiscal year.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:

Agenda Item No.: 8.H
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **APPROVE BENNETT LANDSCAPING PROPOSALS TO REPAIR AND REPLACE ONE PRESSURE REGULATOR AND LEAKY VALVE, CORRECT IRRIGATION ISSUES, PROVIDE GOPHER ABATEMENT, LANDSCAPE DESIGN, TREE REMOVAL, AND LANDSCAPE IMPROVEMENTS**

DATE: **February 13, 2023**

BACKGROUND:
Between 2017 and 2020, the City Hall campus was poorly maintained, with diseased vegetation, broken irrigation lines and sprinklers. Repairs were made and replacement irrigation parts installed; diseased vegetation removed, and isolated new vegetation planted without a holistic plan for the entire campus. An outdated landscape drawing of the City Hall campus was included with the Request for Proposal (RFP) as Attachment 1. The City is lacking as-builts for the campus, including the existing irrigation system and plant palette.

In 2022, a survey of the existing irrigation system was conducted by a licensed landscape architect that resulted in a list of recommended actions to improve the operation of the system. The survey was included with the RFP as Attachment 2. With limited open space, the City desires to keep the City Hall campus functional at all times. The City also desires an aesthetically pleasing campus with attention to details to the plant palette. The west side of the City Hall campus is one of the three main entryways to the community. Residents have expressed to staff that the rose bushes and ground covering adjacent to Portuguese Bend Road are the first visuals upon entering the city and this area should be reflective of the care that the city has for the greater community.

At the November 14, 2022 City Council meeting, the Council unanimously voted to select Bennett Landscape for a one-year period and directed staff to prepare a professional service agreement which was subsequently approved on December 13, 2022.

DISCUSSION:
The service contract with Bennett Landscape was executed in early January 2023. Prior to

the execution of the current agreement, staff worked with Bennett Landscaping to identify campus-wide issues and needs. Based on conversations and site walks with staff, the following four proposals were submitted by Bennett Landscape for the following services:

- Landscape Design - $2,875
- Landscape Improvements - $6,786
- Irrigation deficiencies and spot repairs - $499
- Gopher mitigation - $55/site visit, with a minimum of two visits and $65/CO2 smoke

Bennett Landscape noted that the above listed services are outside of the routine maintenance and will cost a total of $10,335.

FISCAL IMPACT:
There appears to be sufficient funds budgeted for FY22/23 in the General Fund to cover the $10,335 in Repairs & Maintenance fees as proposed under 01-65-930. Staff will monitor expenses in this account and, if necessary, will return to Council with a proposed budget increase to this account.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230213_CC_BennettProposal01_Various.pdf
CL_AGN_230213_CC_BennettProposal02_Irrigation.pdf
CL_AGN_230213_CC_BennettProposal03_Gophers.pdf
CL_AGN_230213_CC_BennettProposal04_Design.pdf

25889 Belle Porte Avenue
Harbor City, California 90710
(310) 534-3543, Fax (310) 534-3176
www.bennett-landscape.com
Contractors Lic. C27-479003
Certified Pesticide Applicator #30123

Date: 1/20/2023
Estimate #: CityRHLI sab

Billing:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
ElaineJeng 310 377-1521
ejeng@cityofrh.net

Job:

	LANDSCAPE IMPROVEMENTS		
	Plantings		
	Upper Portuguese Bend Rd		
10	Star Jasmine Bush, 5 gal		
	Lower Portuguese Bend Rd		
2	Iceberg Bush Roses, White, 5 gal		
	Parking Space Area		
3	Star Jasmine Bush, 5 gal		
	Campus Area		
3	Star Jasmine Bush, 5 gal - plant under California Pepper Tree		
	City Hall Northside		
4	Xylosma Shrubs, 5 gal - plant to fill in gaps		
50 cu yds	Wood cover mulch - fill in bare areas		
	Labor and Materials		1,836.00
	Removals		
	City Hall Northside		
	Walnut Tree - remove and cut flush		
	Labor, Equipment, and Disposal		150.00
	Irrigation		
2	Pressure regulators - replace, brass Wilken regulator ***(as recommended by landscape architect)***		
	Labor and Materials		4,800.00

continue on page 2

(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.

Pg Subtotal	$ 6,786.00
Tax	
Total	$ 6,786.00

LICENSING: Contractor is duly licensed under the law and statues of the State of California. Contractors are required by law to be licensed and regulated by the Contractor's License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2600, Sacramento, California 95826 (800) 233-2562

"NOTICE TO OWNER"
(Section 7018, 7019 - Contractors License Law)

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material or other Person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law you may protect yourself against such claims by filling before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall an amount not less than fifty percent (50%) of the contract price and shall, in addition to any be in conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

25889 Belle Porte Avenue
Harbor City, California 90710
(310) 534-3543, Fax (310) 534-3176
www.bennett-landscape.com
Contractors Lic. C27-479003

Date: 1/20/2023
Estimate #: CityRHLI sab

Qty	Description	Price	Amount
	Notes **Irrigation:** Complete 1 year guarantee on new irrigation (2 years mfr. guarantee on materials) we install for parts and labor except due to vandalism, neglect and/or acts of God. Our design pressure is 70 psi, if conditions are different additional costs can accrue. Plantings include soil amendments/planting tablets Plants are subject to availability through wholesaler only, subject to substitution with city's approval. We remove any debris generated from our work. We are not responsible for damage due to hidden conditions. Especially underground installations **All bills will be emailed unless otherwise requested.** Excludes permits/approvals, bid effective 30 days, unit based quotation Progress payments are due upon completion of individual tasks. Unless stated otherwise at time of delivery, all goods are accepted in good condition and in the proper quantity and quality. **Yes, I acknowledge the above scope of work. I have signed and dated this form giving permission to proceed. You may bill me accordingly.** **x**_____ **Date:**_____		

(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.

Pg Subtotal	$ -
Tax	
Total	$ 6,786.00

25889 Belle Porte Avenue
Harbor City, California 90710
(310) 534-3543, Fax (310) 534-3176
www.bennett-landscape.com
Contractors Lic. C27-479003
Certified Pesticide Applicator #30123

Date: 1/23/2023
Estimate #: CityRH IR1 sab-smt

Billing:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Christian Horvath 310 377-1521 ext 103
chorvath@cityofrh.net

Job:
Christian Horvath Present

	IRRIGATION - FIX LEAKING MAINLINE		
	Fix Leaking Mainline Due to Not Having Operational Pressure Regulator. This Could Happen Again		
1	TCC SxSxS 1 1/2" pvc		
1	Bushing SxS 1 1/2" x 1" pvc		
1	90 SxS 1" pvc		
1	Slip fix 1 1/2" pvc		
	Misc - primer, glue		
	Labor and Materials		499.00

Notes
We remove any debris generated from our work. We are not responsible for damage due to hidden conditions. Especially underground installations
10% fee for cancellation of a signed work order.
All bills will be emailed unless otherwise requested.
Excludes permits/approvals, bid effective 30 days, unit based quotation
Progress payments are due upon completion of individual tasks.
Unless stated otherwise at time of delivery, all goods are accepted in good condition and in the proper quantity and quality.

Yes, I acknowledge the above scope of work. I have signed and dated this form giving permission to proceed. You may bill me accordingly.

x_____ **Date:**_____

(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.

Pg Subtotal	$ 499.00
Tax	
Total	$ 499.00

LICENSING: Contractor is duly licensed under the law and statues of the State of California. Contractors are required by law to be licensed and regulated by the Contractor's License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2600, Sacramento, California 95826 (800) 233-2562

"NOTICE TO OWNER"
(Section 7018, 7019 - Contractors License Law)

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material or other Person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law you may protect yourself against such claims by filling before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall an amount not less than fifty percent (50%) of the contract price and shall, in addition to any be in conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Bennett LANDSCAPE
A Subsidiary of Bennett Enterprises Inc.

25889 Belle Porte Avenue
Harbor City, California 90710
(310) 534-3543, Fax (310) 534-3176
www.bennett-landscape.com
Contractors Lic. C27-479003
Certified Pesticide Applicator #30123

Date: 1/26/2023
Estimate #: CityRH Gophers sab

Billing:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Christian Horvath 310 377-1521 ext 103
chorvath@cityofrh.net

Job:

Qty	Description	Price	Amount
	Gopher Control		
	PLEASE CHOOSE ONE:		
Yes[ ] No[ ]	**Each visit to the property concerning gophers is a $55 service charge.**		
	Minimum of 2 visits.		
	A visit can consist of any of the following:		
	- laying of gopher traps (maximum of 6 traps)		
	- adding gopher traps		
	- relocating the gopher traps		
	- retrieving the gopher traps		
Yes[ ] No[ ]	**$65 for CO2 Smoke**		
	NOTES:		
	No guarantees that a gopher will be caught		
	Payment must be made regardless if a gopher is caught		
	No exceptions		
	_____ _____		
	Acceptance **Date**		

(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.

Pg Subtotal	$ -
Tax	
Total	$ -

LICENSING: Contractor is duly licensed under the law and statues of the State of California. Contractors are required by law to be licensed and regulated by the Contractor's License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2600, Sacramento, California 95826 (800) 233-2562

"NOTICE TO OWNER"
(Section 7018, 7019 - Contractors License Law)

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material or other Person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law you may protect yourself against such claims by filling before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall an amount not less than fifty percent (50%) of the contract price and shall, in addition to any be in conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

25889 Belle Porte Avenue
Harbor City, California 90710
(310) 534-3543, Fax (310) 534-3176
www.bennett-landscape.com
Contractors Lic. C27-479003
Certified Pesticide Applicator #30123

Date: 1/26/2023
Estimate #: CityRHLDesign sab

Revised 2/8/23 AL

Billing:
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274
Christian Horvath 310 377-1521 ext 103
chorvath@cityofrh.net

Job:

	LANDSCAPE DESIGN SERVICES FOR CAMPUS AREA CITY HALL AND ROLLING HILLS COMMUNITY ASSOCIATION Master Planting plan call out, inventory, concept scaled from site plans provided Emphasis on drought tolerant landscape plants Ric Dykzeul will be your consultant. 1st site meeting with City Manager or Designee 2nd meeting presentation		
	Landscape Design		2,875.00
	Notes ***Ric Dykzeul*** ***Emphasis on drought tolerant landscape plants*** Excludes permits/approvals, bid effective 30 days, unit based quotation After presentation revision if required will be provided Hourly rate thereafter $150.00		
	Yes, I acknowledge the above scope of work. I have signed and dated this form giving permission to proceed. You may bill me accordingly. **x**_____ **Date:**_____		

(Payment in full is due UPON completion of work unless otherwise arranged prior to start of work.) A Service fee of 1 ½% percent per month shall be charged on all 30 days past due accounts. In the event this account becomes delinquent and it is necessary to institute legal proceedings, purchaser agrees to pay reasonable attorney's fees and court costs.

Pg Subtotal	$ 2,875.00
Tax	
Total	$ 2,875.00

LICENSING: Contractor is duly licensed under the law and statues of the State of California. Contractors are required by law to be licensed and regulated by the Contractor's License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 2600, Sacramento, California 95826 (800) 233-2562

"NOTICE TO OWNER"
(Section 7018, 7019 - Contractors License Law)

Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material or other Person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

Under the law you may protect yourself against such claims by filling before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall an amount not less than fifty percent (50%) of the contract price and shall, in addition to any be in conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

Agenda Item No.: 8.I
Mtg. Date: 02/13/2023

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

FROM: **VANESSA HEVENER, SENIOR MANAGEMENT ANALYST**

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

SUBJECT: **RECEIVE AND FILE A PRESENTATION OF THREE SELECTED LOCATIONS FOR THE OUTDOOR SIREN PROJECT TO PERFORM SOUND PROPAGATION ANALYSIS AND APPROVE AMENDED AGREEMENT WITH HQE IN THE AMOUNT OF $4,195**

DATE: **February 13, 2023**

BACKGROUND:
In Fiscal Years 2019-2020 and 2020-2021, 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 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 to City Council to 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 our discussion with HQE, it was conveyed that they were recently awarded a contract with the City of Paradise to install 21 poles and are 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 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 is 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 has 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 is 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 are 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 is a possibility of installing poles in 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 will assist CalWater to determine 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. Staff anticipates to receive a response from CalWater in the next two weeks to determine if any follow-up steps are warranted.

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 (attached). Due to the holiday season and to provide ample opportunity to comment on the outdoor siren project, an identical Special Blue Newsletter will be mailed on January 9, 2023 to solicit additional feedback from the community. Staff will present comments received at the January 23, 2023 City Council meeting for consideration of next steps.

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.

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.

DISCUSSION:

At the January 23, 2023 City Council, 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)

Staff is recommending the approval of the additional work outlined in the attached HQE proposal in the amount of $4,195 to perform a sound propagation analysis and provide system option for the three locations.

FISCAL IMPACT:
There is sufficient funding in FY 2022-2023 Capital Improvement Project (CIP).

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230213_HQE_Amendment03.pdf
CL_AGN_230213_CC_HQE_ScopeOfWork2_221020.pdf
CL_AGN_230213_CC_3 Potential Sirens Locations.pdf

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Third Amendment") is made and entered into this __ day of February, 2023, by and between the CITY OF ROLLING HILLS, a California municipal corporation (hereinafter the "CITY"), and HQE Systems, Inc., a California corporation with its principal office at 42075 Remington Avenue, Suite #109, Temecula, California 92590 (hereinafter the "CONSULTANT"). CITY and CONSULTANT are sometimes referred to in this First Amendment individually as a "Party" and collectively as the "Parties."

RECITALS

A. CITY and CONSULTANT have entered into that certain Professional Services Agreement for Emergency Communications System services last executed on August 26, 2021 (the "Agreement").

B. CITY and CONSULTANT are parties to the Agreement that was amended by the First Amendment to the Agreement dated April 11, 2022 ("the First Amendment") and the Second Amendment to the Agreement dated October 10, 2022 ("the Second Amendment"). The CONSULTANT rendered services under the Agreement, the First Amendment, and the Second Amendment and the CITY paid CONSULTANT for its services.

C. The Parties now desire to amend the Agreement in order to provide for additional compensation to CONSULTANT for further sound propagation modeling which is already included in CONSULTANT'S scope of work.

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

1. Section 3 "Cost" of the Agreement is amended to read as follows:

> The CITY agrees to pay CONSULTANT for the Scope of Services attached to the Agreement as Exhibit A and incorporated therein by reference, a fixed fee of Three Thousand Two Hundred Eighty Dollars ($3,280). The CITY agrees to pay CONSULTANT for the Supplemental Services, a fixed fee of Three Thousand Five Hundred Dollars ($3,500). The CITY agrees to pay CONSULTANT for the Supplemental Services, a fixed fee of One Thousand Nine Hundred Dollars ($1,900). The CITY agrees to pay the CONSULTANT for the Supplemental Services, a fixed fee of Four Thousand One Hundred and Ninety-Five Dollars ($4,195). These amounts include the cost for the services and all expenses, travel and mileage, attendance at meetings, and reimbursable expenses.

4. Except as amended by this First Amendment, Second Amendment or 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 **HQE SYSTEMS, INC.**

_____ _____

ELAINE JENG, City Manager HENRY HERNANDEZ, Chief Operating Officer

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

PATRICK DONEGAN
CITY ATTORNEY

Estimate

From

HQE Systems, Inc.
27419 Via Industria
Temecula, CA 92590
1 (800) 967-3036

Estimate For **City of Rolling Hills, CA**

Estimate Id **RHCA - 4231**

Issue Date 10/12/2022

Subject City of Rolling Hills - Feasibility Study

Item Type	Description	Quantity	Unit Price	Amount
Services	**Feasibility Study** Outdoor Mass Notification systems to include a site survey (up to 4 sites), Sound Propagation Analysis of the sites (up to 4 sites), and Proposed Systems Option (up to 4 sites)	1.00	$4,195.00	**$4,195.00**
	Coordination and technical support with any 3rd party organizations. Up to 20 hours.	1.00	$1,900.00	$1,900.00

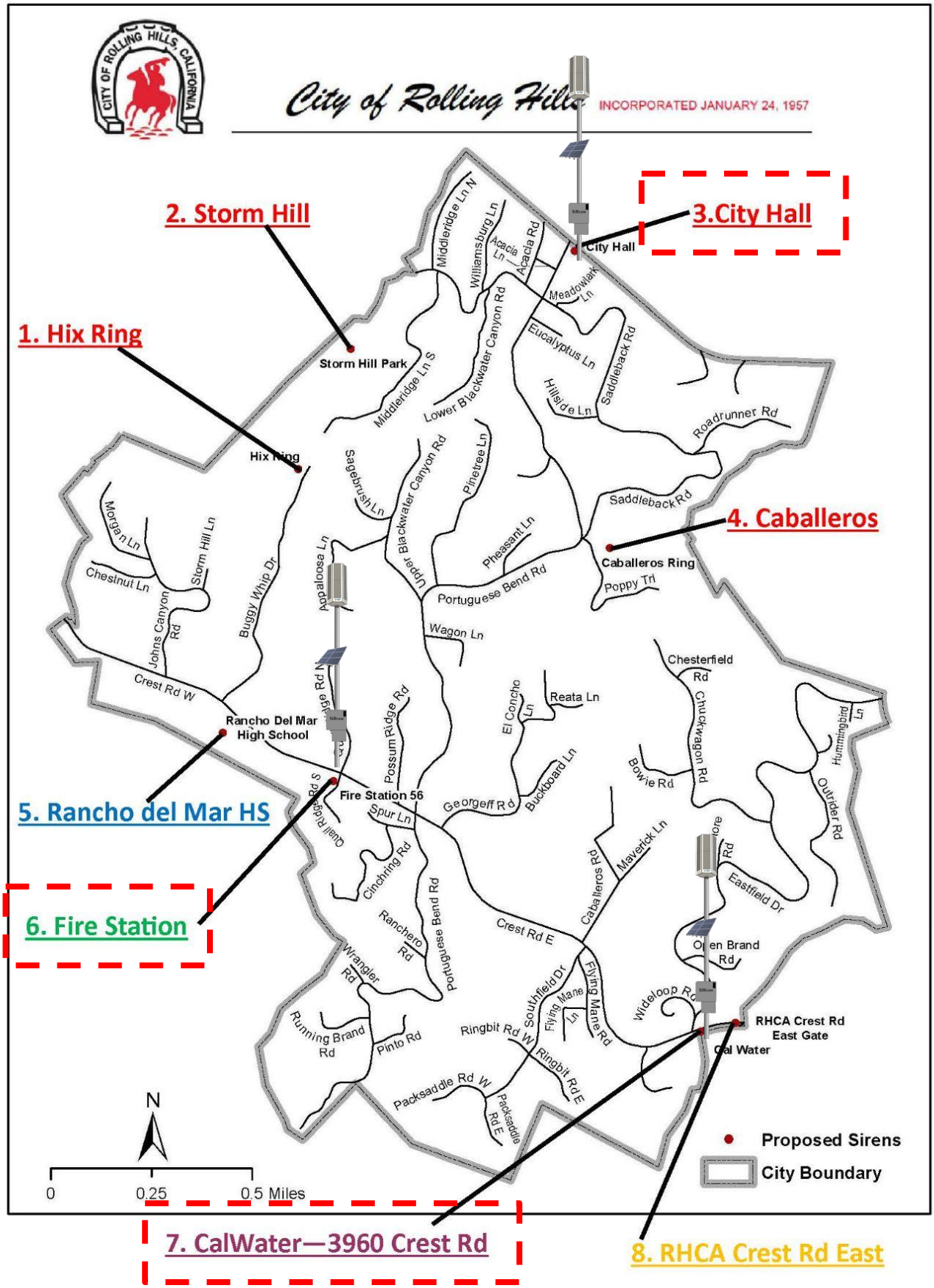
Estimate Total $6,095.00

Notes

Prices are firm until expiration date above unless shown otherwise. Upon acceptance, prices are firm for 30 days. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding on Seller unless expressly accepted in writing by an authorized agent or Officer of Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. If the total price for the items set forth above exceeds $50,000 then this quotation IS ONLY VALID if countersigned below by a representative of HQE Systems, Inc.. Installation is not included unless specifically quoted as a line item above. See attached Terms sheet.

Payment Terms: Prior to Shipment

Quote Approved by: _____ Date: _____


City of Rolling Hills
INCORPORATED JANUARY 24, 1957
2. Storm Hill
3.City Hall
1. Hix Ring
4. Caballeros
5. Rancho del Mar HS
6. Fire Station
7. CalWater—3960 Crest Rd
8. RHCA Crest Rd East
City Hall
Storm Hill Park
Hix Ring
Caballeros Ring
Rancho Del Mar High School
Fire Station 56
RHCA Crest Rd East Gate
Cal Water
Middleridge Ln N
Williamsburg Ln
Acacia Ln
Acacia Rd
Meadowlark Ln
Eucalyptus Ln
Saddleback Rd
Roadrunner Rd
Hillside Ln
Middleridge Ln S
Lower Blackwater Canyon Rd
Sagebrush Ln
Pinetree Ln
Saddleback Rd
Morgan Ln
Chestnut Ln
Storm Hill Ln
Johns Canyon Rd
Buggy Whip Dr
Appaloosa Ln
Upper Blackwater Canyon Rd
Pheasant Ln
Portuguese Bend Rd
Poppy Trl
Wagon Ln
Crest Rd W
Ridge Rd N
Possum Ridge Rd
El Concho Ln
Reata Ln
Chesterfield Rd
Chuckwagon Rd
Hummingbird Ln
Bowie Rd
Outrider Rd
Buckboard Ln
Georgeff Rd
Quail Ridge Rd S
Spur Ln
Cinchring Rd
Caballeros Rd
Maverick Ln
Eastfield Dr
Crest Rd E
Ranchero Rd
Portuguese Bend Rd
Wrangler Rd
Running Brand Rd
Pinto Rd
Southfield Dr
Flying Mane Ln
Flying Mane Rd
Wideloop Rd
Ringbit Rd W
Ringbit Rd E
Packsaddle Rd W
Packsaddle Rd E
N
0
0.25
0.5 Miles
Proposed Sirens
City Boundary

Agenda Item No.: 12.A
Mtg. Date: 02/13/2023

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

FROM: **ELAINE JENG, CITY MANAGER**

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

SUBJECT: **CONSIDER AND APPROVE THE UPDATED CITY COUNCIL COMMITTEE ASSIGNMENTS FOR 2023**

DATE: **February 13, 2023**

BACKGROUND:
In 2022, the City Council reorganized in December. Previously, the City Council reorganized annually in March. Going forward, the City Council will continue to reorganize annually in December. Following re-organization, the mayor reviews the committee assignments and presents a proposal to the City Council for consideration.

DISCUSSION:
The current committee assignments, approved the City Council in May 2022 are attached to this report. Mayor Pat Wilson's proposed committee assignments for 2023 are also attached to this report.

Committee assignment changes are summarized as follows:

- The Santa Monica Bay Restoration Commission (SMBRC) Watershed Advisory Council no longer exists per the SMBRC Chief Administrative Director.
- The proposed designated representative to the South Bay Cities Council of Government (SBCCOG) is Mayor Wilson.
- The alternate representative to the Los Angeles County Sanitation District No. 5 is Councilmember Bea Dieringer.
- The alternate representative to the Peninsula Cities Mayors' Committee is Mayor Pro Tem Leah Mirsch.
- The alternate representative to the Los Angeles County City Selection Committee is Mayor Pro Tem Mirsch.
- The alternate representative to the Southern California Association of Government (SCAG) is Councilmember Dieringer.
- The members of the Personnel Committee is Mayor Pro Tem Mirsch, and Councilmember Dieringer.
- The Emergency Services/Disaster Preparedness Committee is proposed to be

dissolved.
- The Fire Fuel Reduction Committee is proposed to be dissolved.
- The Housing Ad Hoc Subcommittee is proposed to be dissolved.
- The Fire Fuel Reduction Ad Hoc Committee is proposed to pursue data collection and fire fuel mitigation in the community.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

RECOMMENDATION:
Consider the updated City Council committee assignments and approve the assignments as presented.

ATTACHMENTS:
CC_ASM_230213_CommitteeAssignments_PW.pdf
CC_ASM_220509_2022.pdf

CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS
2023

1. OFFICIAL COMMITTEES/BOARDS

COMMITTEE LIAISON	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON	
a. CALIFORNIA CONTRACT CITIES ASSOCIATION		D			A	
b. LEAGUE OF CA CITIES		D			A	
c. SOUTH BAY CITIES COUNCIL OF GOVERNMENTS					D	
d. LA SANITATION DISTRICT NO. 5		A			D	
e. VECTOR CONTROL DISTRICT						
f. SMBRC - WATERSHED ADVISORY COUNCIL (RALPH SCHMOLLER-D)						No Longer exists - Proposed to dissolve
g. PEN. REG. LAW ENFORCEMENT COM./PUBLIC SAFETY		D			D	
h. PENINSULA CITIES MAYORS' COMMITTEE			A		D	
i. LOS ANGELES COUNTY CITY SELECTION COMMITTEE			A		D	
j. SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS (SCAG)		A			D	

2. CITY COUNCIL COMMITTEES (STANDING)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON	
a. PERSONNEL		X	X			
b. FINANCE/BUDGET/AUDIT	X			X		
c. PLANNING COMMISSION LIAISON			X			
d. EMERGENCY SERVICES/DISASTER PREPAREDNESS		X			X	Proposed to dissolve
e. TENNIS CLUB LIAISON				X		
f. CABALLEROS LIAISON			X			
g. INSURANCE COMMITTEE (CJPIA)		D		A		
h. WOMEN'S COMMUNITY CLUB LIAISON			X			
i. TRAFFIC COMMISSION REPRESENTATIVE					X	
j. SOLID WASTE/RECYCLING			X		X	
k. CITY/ASSOCIATION LIAISON				X		
l. UNDERGROUND UTILITY				X	X	
j. FIRE FUEL REDUCTION			X			Proposed to dissolve

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON	
a. HOUSING AD HOC SUBCOMMITTEE				X	X	Proposed to dissolve
b. DRAINAGE AD HOC SUBCOMMITTEE			X	X		
c. FIRE FUEL REDUCTION AD HOC COMMITTEE			X	X		Proposed to add regarding data collection on FF Mitigation in Community

D = Delegate A = Alternate X = Representative

CITY OF ROLLING HILLS CITY COUNCIL COMMITTEE ASSIGNMENTS
2022

1. OFFICIAL COMMITTEES/BOARDS

COMMITTEE LIAISON	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. CALIFORNIA CONTRACT CITIES ASSOCIATION		D			A
b. LEAGUE OF CA CITIES		D			A
c. SOUTH BAY CITIES COUNCIL OF GOVERNMENTS		D			
d. LA SANITATION DISTRICT NO. 5	A				D
e. VECTOR CONTROL DISTRICT					
f. SMBRC - WATERSHED ADVISORY COUNCIL (RALPH SCHMOLLER-D)					
g. PEN. REG. LAW ENFORCEMENT COM./PUBLIC SAFETY		D			D
h. PENINSULA CITIES MAYORS' COMMITTEE	A				D
i. LOS ANGELES COUNTY CITY SELECTION COMMITTEE	A				D
j. SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS (SCAG)	A				D

2. CITY COUNCIL COMMITTEES (STANDING)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. PERSONNEL		X		X	
b. FINANCE/BUDGET/AUDIT	X			X	
c. PLANNING COMMISSION LIAISON			X		
d. EMERGENCY SERVICES/DISASTER PREPAREDNESS		X			X
e. TENNIS CLUB LIAISON				X	
f. CABALLEROS LIAISON			X		
g. INSURANCE COMMITTEE (CJPIA)		D		A	
h. WOMEN'S COMMUNITY CLUB LIAISON			X		
i. TRAFFIC COMMISSION REPRESENTATIVE					X
j. SOLID WASTE/RECYCLING			X		X
k. CITY/ASSOCIATION LIAISON				X	
l. UNDERGROUND UTILITY				X	X
j. FIRE FUEL REDUCTION	X		X		

3. AD HOC SUBCOMMITTEES (FYI ONLY)

COMMITTEE	BLACK	DIERINGER	MIRSCH	PIEPER	WILSON
a. HOUSING AD HOC SUBCOMMITTEE				X	X
b. DRAINAGE AD HOC SUBCOMMITTEE			X	X	

D = Delegate A = Alternate X = Representative

May 9, 2022

Agenda Item No.: 12.B
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **ACCEPT BID PROPOSAL FROM EC CONSTRUCTION FOR EMERGENCY STORM DRAIN REPAIR AT 1 MIDDLERIDGE LANE SOUTH; ADOPT BY RESOLUTION NO. 1327 APPROVING THE EMERGENCY WORK; ADOPT BY RESOLUTION NO. 1328 AUTHORIZING A BUDGET MODIFICATION OF $38,640; DIRECT THE CITY ATTORNEY TO FINALIZE A CONSTRUCTION CONTRACT; AND AUTHORIZE THE CITY MANAGER TO EXECUTE; RECEIVE AND FILE ENGINEERING DESIGN PROPOSAL FROM ONWARD ENGINEERING**

DATE: **February 13, 2023**

BACKGROUND:
The December 2021 rain storms 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. Onward Engineering provided an Observation Report based on their inspection and recommended to

engage its engineering group to develop repair measures for the City.

On January 23, 2023, the City Council directed staff to have EC Construction 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.

DISCUSSION:
EC Construction is proposing to install 40 feet of new Corrugated Metal Pipe (CMP) to address the newly developed sinkhole as done for the previous three emergency jobs for $33,600.

EC Construction also suggested lining the entire drainage system for $171,600. To do so, EC Construction informed staff that the voids at the bottom of the drainage pipe will need to be filled with slurry and other material to stabilize the base of the pipe to install 600 linear feet of Cured In Place Pipe (CIPP).

In advance of presenting this report, staff checked with Onward Engineering on their recommendation development. Onward Engineering informed staff that they are investigating CIPP for the entire drainage system but have yet to conclude their evaluation.

As directed at the January 23, 2023 City Council meeting, attached to this report are Resolution 1327 (emergency work) and Resolution 1328 (budget amendment) for approval to move forward with the repair of the Middleridge storm drain and address the sinkholes that developed in January, 2023.

Furthermore, per Council direction, Onward Engineering has completed its preliminary research and developed the attached proposal which is aligned with the above recommendation from EC Construction as it relates to the overall repair method for the entire drainage system. Onward's cost to date in preparation of this proposal are as follows:

- Inspector - field visit and meeting, inspection report preparation (4hrs * $135) = $540
- QA/QC Manager - analysis meeting and preparing proposal (2hr * $175) = $350
- Project Manager - analysis meeting, proposal preparation, coordination with slip lining company, reviewing CCTV footage (5hrs * $160)= $800
- Total Cost to date: $1,690

FISCAL IMPACT:
The repair to the storm drain line is an unexpected expense and not budgeted in the FY 2022-2023 adopted budget. As such, Council action is needed to amend the budget to increase budgeted appropriations by $38,640 which will be funded from available General Fund reserves. The use of General Fund reserves for these purposes is consistent with City policy.

COST: $38,640.00 includes 15% contingency.

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

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
PW_DRA_230201_1MiddleridgeLnS_Sinkhole_ECC_Estimate_CMP.pdf
PW_DRA_230201_1MiddleridgeLnS_Sinkhole_ECC_Estimate_Lining.pdf
ResolutionNo1327_EmergencyStormDrainRepair_1MiddleridgeLaneS.pdf
ResolutionNo1328_EmergRepairs_1MiddleridgeS_BudgetAmendment.pdf
CA_AGR_230213_ECC_EmergencyContract_1MiddleridgeLaneS_F.pdf
PW_DRA_230209_Middleridge_OnwardEng_Design& PM_Proposal.pdf
PW_DRA_220107_AsBuilts_MiddleridgeLane_6650 U1-B.pdf
PW_DRA_230118_1MiddleridgeLnS_Sinkhole_OE_ObservationReport.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: 2/1/2023

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 REPAIR

1. Excavate all wet soil at 2 sink hole areas.
2. Remove approx. 40 LF of 24" CMP Pipe.
3. Install approx. 40 LF of new 24" CMP, connecting to existing CMP pipe.
4. Backfill with 1 sack slurry around new pipe and 1' over new pipe.
5. Backfill and compact remaining depth with clean dirt.
6. Repair asphalt edge at trail where sink holes occurred.

COST……$33,600.00

Exclusions: permits, inspection fees, SWPPP plan, engineering, survey, relocation of underground utilities, night or weekend work, concrete, slurry, 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_____

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: 2/7/2023

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 LINING

1. Fill bottom void of existing CMP Pipe with slurry and sandbags to create stable base in preparation for lining.

COST….$9,295.00 plus 25% markup on materials per day. Estimated 3-6 days.

1. Install Sancon CIPP Liner to existing CMP pipe, approx. 600LF

COST…..$171,600.00

This proposal includes traffic control, confined space entry procedures, pipe invert repairs and cleaning of existing pipe, pre video of pipeline, installing CIPP liner, reconnection of active laterals, final video inspection, and restoration of trail areas disturbed for entry and exit areas for lining work.

Exclusions: permits, inspection fees, SWPPP plan, engineering, survey, relocation of underground utilities, night or weekend work, concrete, 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_____

RESOLUTION NO. 1327

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

RECITALS

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

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

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

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

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

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

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

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

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

Section 3. Award of Contract; Delegation of Emergency Contracting Authority. A contract to perform the necessary emergency repair work to the City's storm drain in and around 1 Middleridge Lane South is hereby awarded to EC Construction for $38,640.00 and the City Manager, or her designee, is hereby authorized to execute said contract, and to order any other action required to remedy the emergency relating to the damaged condition of the City's storm drain, and to procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The City Manager, or her designee, is directed to report to the City Council at the next regularly scheduled meeting and at every meeting thereafter until the work is complete..

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

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

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

I certify that the foregoing Resolution No. 1312 entitled:

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

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH, CITY CLERK

Christian Horvath, City Clerk

RESOLUTION NO. 1328

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE GENERAL FUND'S REPAIR AND MAINTENANCE ACCOUNT BY $38,640 FROM RESERVES FOR THE EMERGENCY CONSTRUCTION CONTRACT WITH E.C. CONSTRUCTION CO. FOR STORM DRAIN REPAIRS NEAR 1 MIDDLERIDGE LANE SOUTH

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

Section 1. Recitals.

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

B. On or around January 14, 2023, staff was notified of a possible sinkhole developing adjacent to 1 Middleridge Lane South. On January 18, 2023, staff met on site with contract inspectors to evaluate the situation and the status of the storm drain near the sinkhole. This inspection resulted in a recommendation that the City begin developing repair measures for that segment of the storm drain.

B. On January 23, 2023 the City Council received a report on this issue and directed staff to begin the repair process by securing a proposal to address the sinkhole and storm drain in this area near 1 Middleridge Lane South.

D. City staff solicited a bid from E.C. Construction Co. for the emergency work and received a bid of $33,600 for the work. The City desires to appropriate $38,640 (includes a 15% contingency) in the General Fund's Repair and Maintenance Account from reserves to fund the Emergency Construction Contract with E.C. Construction Co. (attached as Exhibit "A").

Section 2. The sum of thirty eight thousand, six hundred and forty dollars ($38,640.00) is hereby appropriated to the General Fund's Repair and Maintenance Account from reserves to fund the Emergency Construction Contract with E.C. Construction Co.

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

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

_____
PAT WILSON
MAYOR

ATTEST:

_____
CHRISTIAN HORVATH
CITY CLERK

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

I certify that the foregoing Resolution No. 1328 entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROLLING HILLS. CALIFORNIA AUTHORIZING A FISCAL YEAR 2022-2023 BUDGET MODIFICATION TO INCREASE APPROPRIATIONS IN THE GENERAL FUND'S REPAIR AND MAINTENANCE ACCOUNT BY $38,640 FROM RESERVES FOR THE EMERGENCY CONSTRUCTION CONTRACT WITH E.C. CONSTRUCTION CO. FOR STORM DRAIN REPAIRS NEAR 1 MIDDLERIDGE LANE SOUTH

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

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
CHRISTIAN HORVATH, CITY CLERK

Christian Horvath, City Clerk

Exhibit A

CITY OF ROLLING HILLS

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

STORM DRAIN REPAIRS

1. PARTIES AND DATE.

This Contract is made and entered into this 13th day of February, 2023 by and between the City of Rolling Hills, a public agency and public corporation of the State of California ("City") and E.C. Construction Co., a California corporation, with its principal place of business at 2213 Chico Ave., So. El Monte, California 91733 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

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

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

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

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

3. TERMS

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

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

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

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

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

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

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

cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

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

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

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

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

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

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Thirty Eight Thousand Six Hundred and Forty Dollars ($38,640.00), inclusive of a 15% contingency fee, ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

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

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

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

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

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

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

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

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

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

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

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

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

3.8.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

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

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

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

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

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

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

3.10 Claims; Government Code Claim Compliance.

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

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

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

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

3.10.3.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.12 Indemnification.

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

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

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

3.13 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.14 Bond Requirements.

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

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

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

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

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

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

3.16 Employee/Labor Certifications.

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

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

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

3.17 General Provisions.

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

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

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

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

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

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

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

CONTRACTOR:

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

CITY:

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

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

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

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

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

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

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

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

3.17.13 [Reserved]

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

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

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

3.17.16 Certification of License.

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 13th day of February, 2023.

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

ATTEST:

By: _____
City Clerk

EXHIBIT "A"

SERVICES / SCHEDULE

1. Overview

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

2. Scope of Work

A. Storm Drain Repair. Contractor shall coordinate and work with the City and the property owner at 1 Middleridge Lane South to accomplish the following: (1) Excavate all wet soil at 2 sink hole areas; (2) Remove approx. 40 LF of 24" CMP Pipe; (3) Install approx. 40 LF of new 24" CMP, connecting to existing CMP pipe; (4) Backfill with 1 sack slurry around new pipe and 1' over new pipe; (5) Backfill and compact remaining depth with clean dirt; (6) Repair asphalt edge at trail where sink holes occurred

3. Schedule

A. February 14, 2023 to March 14, 2023

EXHIBIT "B"

PLANS AND SPECIFICATIONS

EXHIBIT "C"

SPECIAL CONDITIONS

ARTICLE 1. BONDS

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

EXHIBIT "D"

CERTIFICATION
LABOR CODE - SECTION 1861

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

E.C. Construction Co.

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

EXHIBIT "E"

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Contractor:_____

DIR Registration Number:_____

DIR Registration Expiration:_____

Small Project Exemption: _____ Yes or _____ No

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

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

Name of Contractor_____

Signature_____

Name and Title_____

Dated_____

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

EXHIBIT “F”

PAYMENT AND PERFORMANCE BONDS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

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

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

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

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

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

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

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

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____

(Corporate Seal) Surety

By _____
Attorney-in-Fact

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

(Attach Attorney-in-Fact Certificate) Title _____

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

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

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

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

_____ (the "Project"); and

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

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

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ _____ Dollars ($_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

(Corporate Seal)

_____
Contractor/ Principal

By _____

Title _____

_____
Surety

(Corporate Seal)

By _____
Attorney-in-Fact

Title _____

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

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

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

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

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

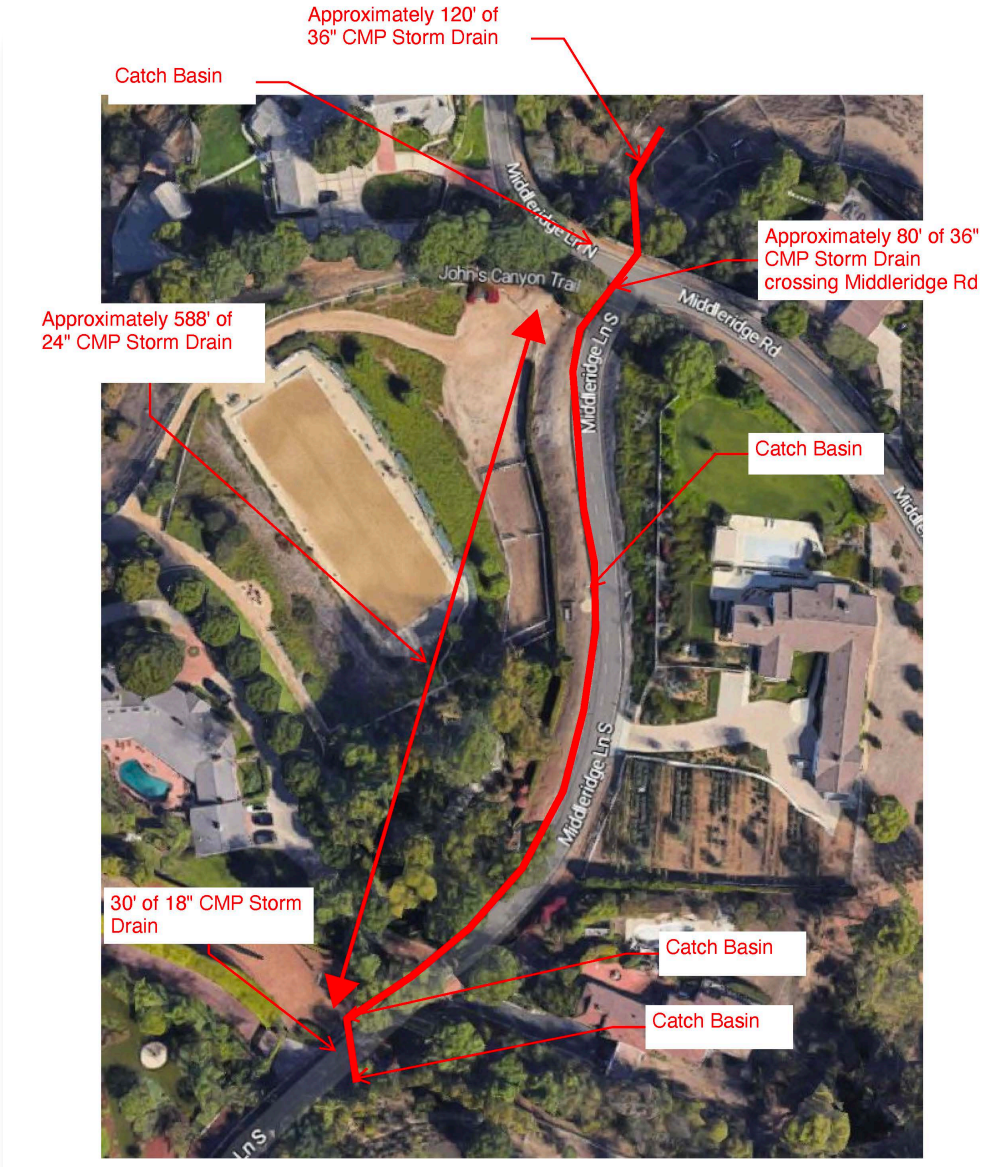
_____
Date of Document

_____
Signer(s) Other Than Named Above

1 PROJECT UNDERSTANDING

Onward Engineering (OE) is excited to team up with the City of Rolling Hills to provide design engineering and project management services for the storm drain improvements on Middleridge Lane. Middleridge Lane has 200' of 36", 588' of 24" and 30' of 18" corrugated metal storm drain main

The proposed project involves preparing base maps and developing specifications for the design of storm drain and slip lining improvements on Middleridge Lane. OE will prepare an existing site map from available records and field measurements. We will assess the existing 18" storm drain pipe to verify if it can be lined based on it's existing conditions. If this 18" storm drain cannot be lined then we will provide a full survey and design for the replacement of the 18" storm drain main as an optional item. We will also prepare specifications and estimates for the slip lining and construction of new storm drain main.



2 WORK PLAN

What follows is our proposed work plan for this project:

SITE RESEARCH PHASE

1 PRELIMINARY ANALYSIS

Proposal Approach

OE will coordinate with the City and slip lining experts to develop the necessary scope of work required to perform the construction. This involves reviewing the existing storm drain videos and available as builts, discussing the project with slip lining experts and developing a detailed scope of work required to design the construction plans details and specifications.

2 MEETINGS

Meeting Minutes and Agenda

OE will set up a design kick-off meeting with the City of Rolling Hills to discuss the scope of work, objectives, design criteria, technical requirements, and project schedule. It is important that the scope of work and schedule be reviewed and finalized by the City at this meeting to ensure a smooth and successful project. In addition we will setup bi-weekly progress meetings with the City of Rolling Hills.

3 UTILITY RESEARCH & NOTIFICATION

Utility Contact Matrix • First & Second Utility Notices • Utility Notification Log • Correspondence To Each Utility

We believe that utility notifications are a low cost/high value component of every design project. First, we focus on confirming the contacts for all existing utility facilities. OE will conduct an online design investigation which allows our staff to research and confirm the most recent contacts for all affected utilities. Each company will be contacted & informed of the upcoming project. OE then conducts a utility coordination & investigation protocol which involves a detailed local utility research, a three-step utility notification protocol (inform, advise, relocate/adjust). We will notify all affected utility companies and request verification of the sizes, depths, and locations of their underground lines, facilities, and substructures within the project vicinity. After receipt of information from the utilities, OE will cross check the plotted locations with field review information to ensure the existing utility lines are shown in their proper locations. OE will ensure that final design is compatible with all utilities to be installed, relocated, adjusted, or otherwise modified within the project area.

4 SITE EVALUATION

Site Evaluation Notes and Photos

OE will schedule a site inspection and evaluation. OE will confirm items found in the topographic survey, verify records drawings and data, identify proposed improvements, inventory roadway signage, power poles, all onsite above ground utilities and take note of the existing grades for ADA Compliance. OE will prepare a photo log of key project areas.

5 PRELIMINARY SITE ASSESSMENT (18" MAIN)

Site Assessment Notes and Photos

OE will perform a preliminary site assessment of the existing 18" main. This site assessment will include a field review of the existing 18" storm drain main to determine if it can be lined. Since the 18" main is too small to perform the filling of the voids beneath the corroded pipe then additional field work will be required to determine if the 30' of pipe will need to be completely replaced or if it can be lined as is. Our team will video the storm drain line to check that the invert of the pipe is intact enough to run the liner through. If the line cannot be installed, then we will recommend a full replacement of the 18" line. .

DESIGN PHASE

6 BASE PLAN

Plans in Electronic Format *(PDF and AutoCAD)*

OE will prepare the base file created from the existing as builts and field visit. We will show the existing street, driveways, striping, signage, trees, drains, manholes and other visible above ground utilities. We will also note all required site data per the City of Rolling Hills Standards. OE will use the base file and prepare a site utilities plan. The site utilities plan will show all connections to the water and storm drain mains along with any other existing underground utilities that have been provided by the City as builts or utility research.

7 CONSTRUCTION DETAILS & SPECIFICATIONS

Construction Details & Specifications *(hard & soft copy)* • All Comments & Responses *(digital copies)*

OE will take the base file created from the as builts and site evaluation and create the necessary construction details and specifications. The details and specs will meet the City of Rolling Hills standards and requirements. We will prepare construction details to be included in the specifications for all specific details required for the storm drain slip lining activities. Any existing drains will be located and shown on the details as needed.

CONSTRUCTION ADMINISTRATION

8 CONSTRUCTION ADMINISTRATION

Submittal Review and As-Builts

OE will provide ongoing support services during the construction phase. If required, we will also review submittals and shop drawings, review and approve submittals and/or change orders, and conduct a final walkthrough with Client personnel. We will also prepare as-built plans after construction based on the contractor/inspectors mark-ups.

NOTE: ALL PERMITTING AND APPLICATION FEES WILL BE BURDENED BY THE CLIENT.

OPTIONAL ITEMS

9 SITE SURVEY & BASE PLAN (18" MAIN)- *OPTIONAL*

OE will conduct a field survey to confirm existing site conditions, develop base sheets, inventory repairs, and shape the scope of work. The survey tasks will include the following:

SITE TOPOGRAPHY

Perform a field topographic survey to document existing site topography and planimetrics. The purpose of the survey is to locate substantial visible improvements for design purposes of new storm drain line. Substantial visible improvements will be located on the Middleridge Lane, as well as the Right of Way directly adjacent to the storm drain line. Substantial visible improvements including but not limited to surface utilities, street lights, signs, trees, walls, asphalt berms, concrete curbs, concrete curb and gutters, curb drains, driveways, walkways, mailboxes, flatwork, planters, walls, fencing, striping, fire hydrants, flowlines along the edge and center of the pavement, and utility poles.

10 DESIGN FOR 18" STORM DRAIN

Once the site evaluation, utility research, and base maps for the project area have been completed, OE will immediately begin discussions with the City for the storm drain alignment and design. Once the alignment has been finalized, OE will continue to develop the plans to make submissions at 30% and 90% and final completion. Our design team will begin to populate the plan set with the necessary plan information and coordinate with adjacent agencies or utilities and submit the plans for their review or approval. Feedback from impacted stakeholders will be discussed with the City and incorporated into the plans. The plans will be drafted using the City's standard title block, notes, and formatting, as well as conventional line styles. All plans will be developed using the latest AutoCAD Civil 3D software at the following scales unless instructed otherwise by the City:

description	*horizontal scale*	*vertical scale*
Storm Drain Plan	1" = 20'	-
Typical Sections	1" = 10'	1" = 1'
Construction Details	variable	variable

OE will also draft the specifications package utilizing any boilerplate templates the City has available and will be formatted as necessary to accurately reference the current Standard Specifications for Public Works Construction "Greenbook" standards.

COST ESTIMATE

The cost estimate development will be a continuous process which begins at project inception and ends with design completion. Our office constantly updates the unit price records from recent local projects to provide the most accurate project estimated costs. OE will provide an updated cost estimate at each submittal. With the use of our modern Civil 3D software, we can track the quantities and costs while preparing the plan set. This allows us to monitor the costs as the design evolves. The cost estimates for the construction shall be based on the quantity take-off for the project.

SPECIFICATIONS

Clarity of bid items, site control, and payment method for each item of work are crucial in the preparation of the project specifications. We will ensure that each pay item is clearly referenced and described in each

applicable section of work. The specifications will have all necessary contacts for utilities or residents that have special concerns and will delineate all items needing relocation on the Contractor's part. If specific details or photographs are required in the specifications, they will be included as well. Close attention will be paid to the delineation of each bid item to ensure that the specified project scope covers the City's full intent.

SUBMITTALS

Prior to submitting hard copies to the City and to other affected agencies and utility companies, OE will submit electronic copies (in AutoCad and pdf formats) to the City for review and feedback. OE will coordinate a Plan Check Meeting with the City for each submittal following the distribution of electronic copies. OE will also prepare a summary of the submittal review comments and scanned red-lined plans in electronic format.

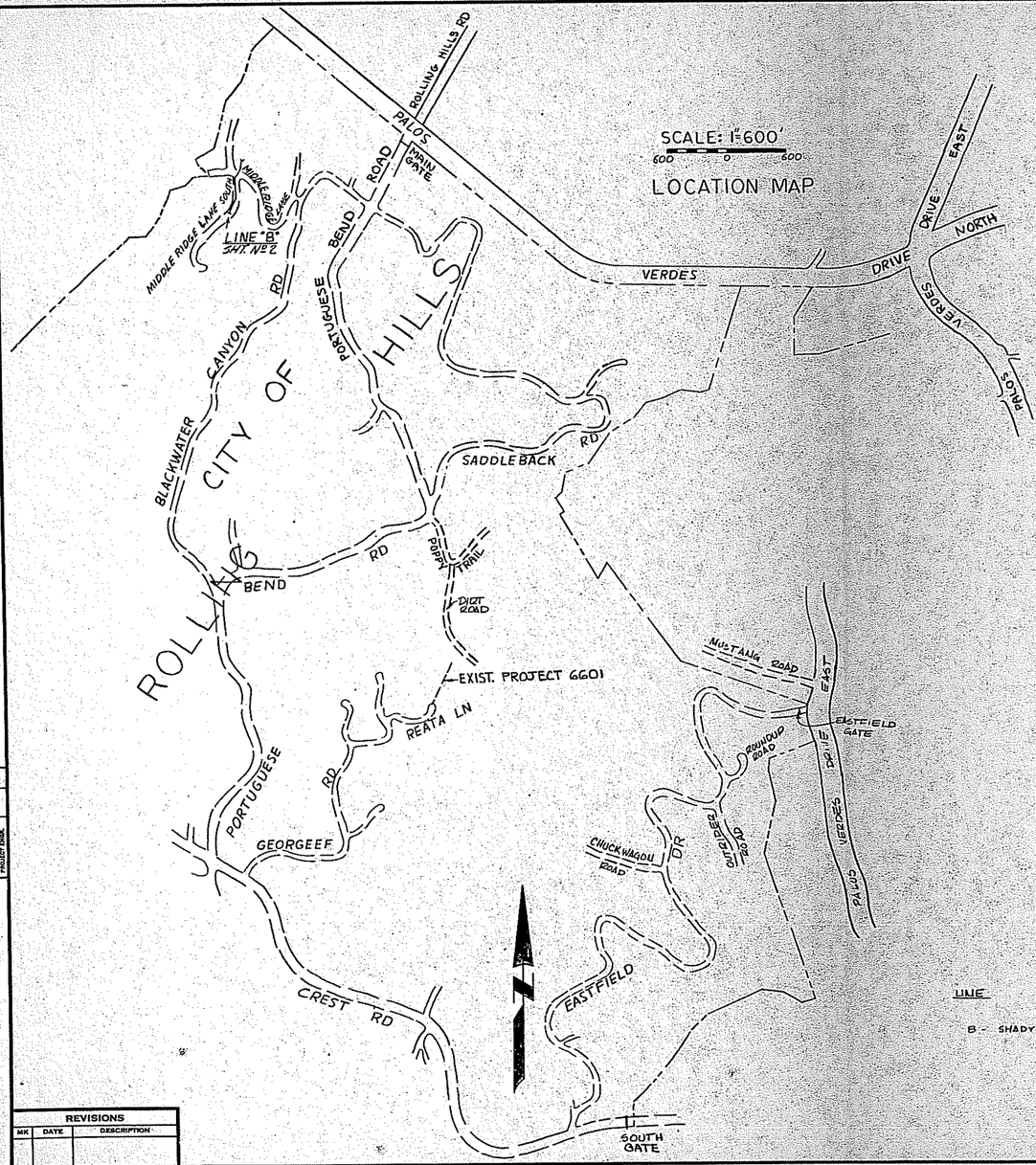
ONWARD ENGINEERING
design smarter. build bet-
300 S. Harbor Blvd.
Suite 814
Anaheim, CA 92805
(714) 533.3050
www.oe-eng.com

FEE PROPOSAL

Design Engineering and PM Services for Storm Drain Improvements on Middleridge Lane Project, for The City of Rolling Hills

		MAJDI ATAYA QA/QC MANAGER $175.00 HOURLY	JUSTIN SMEETS PROJECT MANAGER $160.00 HOURLY	PROJECT ENGINEERS $135.00 HOURLY	SURVEY CREW LUMP SUM	
TASK #1	**SITE RESEARCH** PHASE					
1	Preliminary Analysis	4	20			$3,900.00
2	Meetings	4	12	8		$3,700.00
3	Utility Research and Notification		6	20		$3,660.00
4	Site Evaluation		8	8		$2,360.00
5	Preliminary Site Assessment for 18" Main		4		$9,000.00	$9,640.00
	***SITE RESEARCH** PHASE TOTAL*	4	50	36	$9,000.00	$23,260.00
TASK #2	**PRELIMINARY DESIGN** PHASE					
6	Base Sheets		8	16		$3,440.00
7	Construction Details and Specifications	2	12	40		$7,670.00
	***PRELIMINARY DESIGN** PHASE TOTAL*	2	20	56		$11,110.00
TASK #3	**CONSTRUCTION** ADMINISTRATION					
8	Construction Administration	4	16	4		$3,800.00
	***CONSTRUCTION ADMINISTRATION** TOTAL*	4	16	4		$3,800.00
	GRAND TOTALS	**$2,450.00**	**$13,760.00**	**$12,960.00**	**$9,000.00**	**$38,170.00**
TASK #4	**OPTIONAL** SERVICES					
9	Site Survey and Base Plan for 18" Main		2		$2,800.00	$3,120.00
10	Design for 18" Storm Drain	4	20	60		$12,000.00
	***OPTIONAL** SERVICES TOTAL*	4	22	60	$2,800.00	$15,120.00

The hourly rates above are our fee schedule. Any additional work will be negotiated utilizing those hourly rates.



LEGEND

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

3 #5

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT STANDARD DRAWINGS

CATCH BASIN NO. 1 ..... 2-D 160	*PROTECTION BARRIER* 2-D261, 2, 3
	CONCRETE COLLAR 2-D 393
STANDARD DROP STEP 2-D 96	
STD. A-615 REINFORCING BARS .. 2-D 171	SOIL CLASSIFICATION SYSTEM ... 2-D 413
MANHOLE FRAME AND COVER *FOR CATCH BASINS*	2-D156
CATCH BASIN REINFORCEMENT FOR ROUND MANHOLES	2-D157
CATCH BASIN REINFORCEMENT	2-D 172
STANDARD 24-INCH MANHOLE FRAME AND COVER	2-D472
CATCH BASIN FRAME AND GRATING	2-D221
DETAIL OF CATCH BASIN OPENING	2-D 232
TYPICAL FENCE, GATE, AND HEADWALL DETAILS FOR CHANNEL WALLS	2-D180
REMOVABLE PROTECTION BAR *FOR CATCH BASINS*	2-D 115
CRITERIA FOR THE DESIGN OF SHORING FOR EXCAVATIONS	2-D466
SAMPLE SHEET FOR USE AS A GUIDE IN PREPARING CALCULATIONS FOR SHORING OF EXCAVATIONS	2-D400
ADJUSTABLE PROTECTION BAR STIRRUP	2-D 264
WOODEN LAMINATED RAIL ST. BARRICADE	2-D 152
CONNECTION TO CATCH BASIN FOR PIPES 12" THROUGH 72"	2-D224
LOCAL DEPRESSION NO. 2	2-D 88
PORTABLE SECURITY FENCE FOR OPEN TRENCHES	2-D476

PD052603

CALIFORNIA STATE STANDARD PLANS

PIPE INLETS ..... D 75-1

PAVING SCHEDULE

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

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

GENERAL NOTES

1. ELEVATIONS SHOWN ARE ON ASSUMED DATUMS. REFER TO PLAN AND PROFILE ON EACH LINE FOR INDIVIDUAL BENCH MARKS.
2. STATIONS SHOWN ON DRAWINGS ARE ALONG CENTERLINE OF CONDUIT OR ON A LINE NORMAL TO CENTERLINE OF CONDUIT.
3. SOIL TEST BORINGS FOR THIS PROJECT WERE MADE BY WESTERN LABORATORIES DURING AUGUST 1971.
4. ALL C.M.P. SHALL BE 16 GA *UNLESS OTHERWISE SHOWN*
5. OPEN CHANNEL FLOW CONDITIONS EXIST WHERE THE HYDRAULIC GRADE LINE IS NOT SHOWN.
6. NUMBERS IN CIRCLES INDICATE ITEMS UNDER WHICH PAYMENT WILL BE MADE.
7. STATIONS AND INVERT ELEVATIONS OF PIPE INLETS SHOWN ON THE PROFILES ARE AT THE INSIDE FACE OF THE CONDUIT, UNLESS OTHERWISE SHOWN.
8. LOCATIONS OF CATCH BASIN CONNECTOR PIPE JUNCTIONS WITH CATCH BASINS AS SHOWN ON THE DRAWINGS ARE SCHEMATIC. IT IS INTENDED THAT SUCH JUNCTIONS BE LOCATED AT THE DOWNSTREAM END OF THE CATCH BASIN, UNLESS A DETAIL OF THE CONNECTION IS SHOWN OR A NOTE SPECIFICALLY INDICATES OTHERWISE. IN ALL CASES, THE EXACT LOCATIONS WILL BE *DETERMINED IN THE FIELD BY THE ENGINEER TO MEET FIELD CONDITIONS*
8a. TREES DESIGNATED AS "UKE" ARE EUCALYPTUS TREES.
9. MONOLITHIC CATCH BASIN CONNECTIONS SHALL BE CONSTRUCTED, WHERE APPLICABLE, PER STANDARD DRAWING 2-D224.
10. "V_i" IS THE DEPTH OF INLET OF CATCH BASINS IN SERIES MEASURED FROM TOP OF CURB TO INVERT OF CONNECTOR PIPE.
11. EXISTING UTILITIES SHALL BE MAINTAINED IN PLACE BY THE CONTRACTOR, UNLESS OTHERWISE NOTED.
12. ALL OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS PIPES OR SIMILAR STRUCTURES SHALL BE SEALED WITH 8 INCHES OF BRICK AND MORTAR OR 6 INCHES OF CONCRETE, UNLESS OTHERWISE SHOWN.
13. ALL RESURFACING, CURBS, GUTTERS, SIDEWALKS, DRIVEWAY, AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED SHALL BE CONSTRUCTED AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS, UNLESS OTHERWISE NOTED
14. ALL WATER LINES OWNED BY PALOS VERDES WATER CO.
ALL GAS LINES OWNED BY SOUTHERN CALIF. GAS CO.
ALL OVERHEAD POWER LINES OWNED BY SOUTHERN CALIF. EDISON CO.
15. CURB FACE (C.F.) SHOWN ON THE GENERAL PLAN PERTAINS TO THE CURB FACE AT THE CATCH BASIN OPENING UNLESS OTHERWISE NOTED.
16. ALL CONC. ANCHORS ARE TO BE CONSTRUCTED PER DETAIL SHT. 3.
17. *UTILITIES DESIGNATED BY THE SYMBOL "*" WILL BE ABANDONED IN PLACE AND THE OWNER WILL INSTALL A NEW SECTION OF THE AFFECTED UTILITY AT A LOCATION IN CLOSE PROXIMITY TO, BUT WHICH DOES NOT PHYSICALLY INTERFERE WITH, THE PROPOSED STORM DRAIN CONDUIT AND APPURTENANT STRUCTURES.*

INDEX TO DRAWINGS

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

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

REVISIONS		
MK	DATE	DESCRIPTION

1970 STORM DRAIN BOND ISSUE

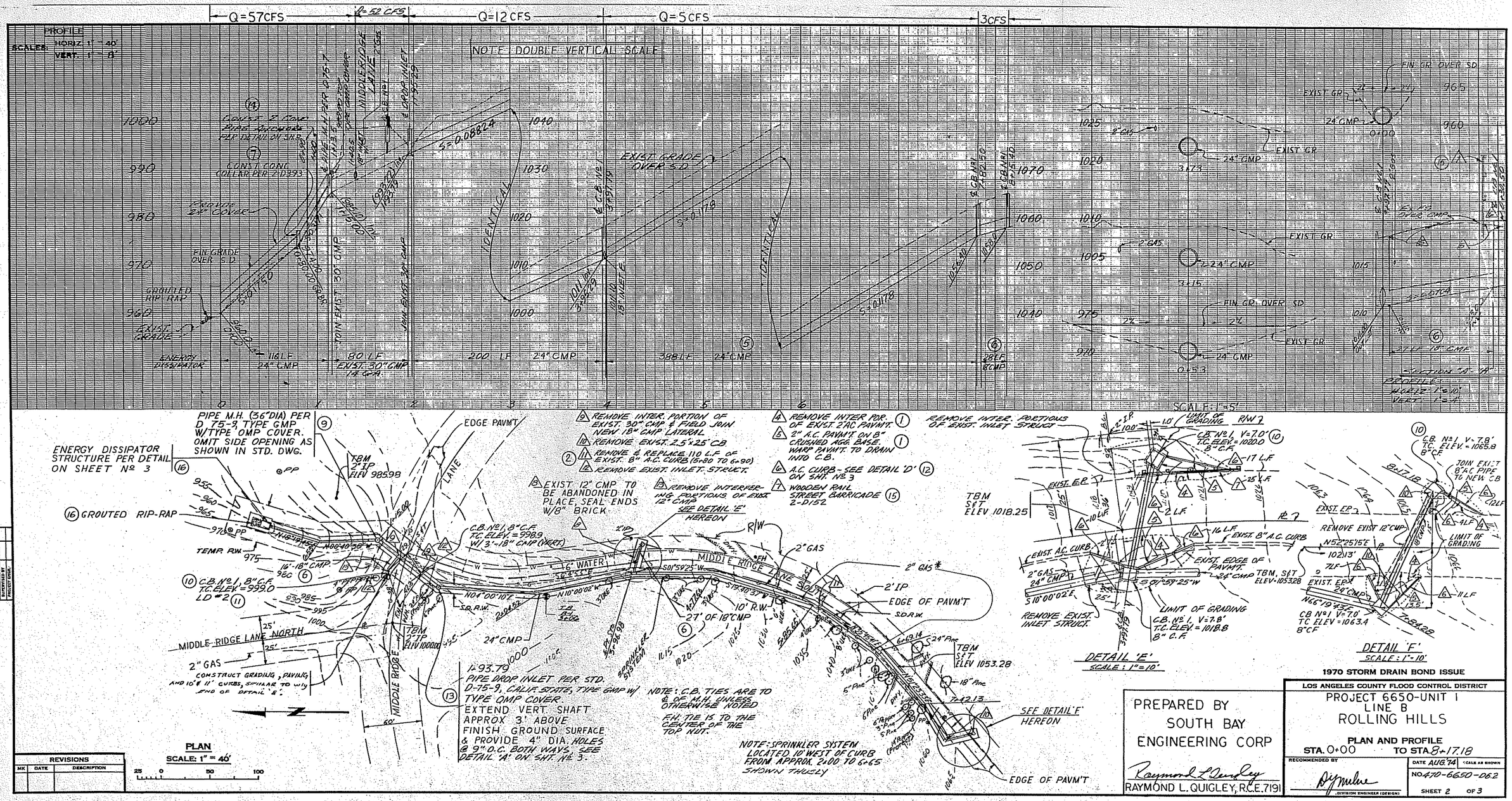
PREPARED BY
SOUTH BAY
ENGINEERING CORP
Raymond L. Quigley
RAYMOND L. QUIGLEY, RCE 7191

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

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PROJECT NO. 6650-UNIT
LINE B
ROLLING HILLS
LOCATION MAP, LEGEND, GENERAL NOTES, INDEX TO DRAWINGS, AND STANDARD DRAWINGS

RECOMMENDED BY Dymitrow
DIVISION ENGINEER
DWGS. APPROVED BY A. E. Hampton
CHIEF ENGINEER

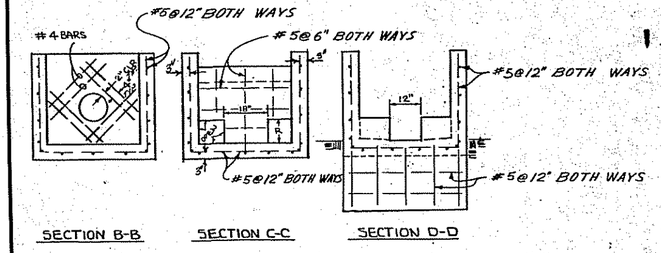
DATE AUG. '74 | SCALE AS SHOWN
NO. 470-6650-D6.1
SHEET 1 OF 3



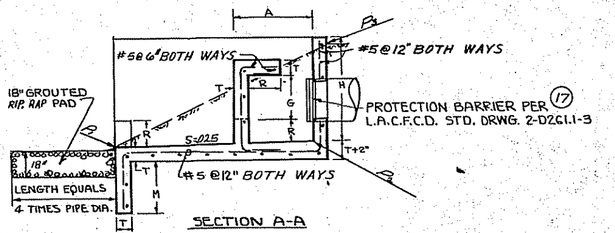
Q=57CFS
Q=12CFS
Q=5CFS
3CFS
PROFILE
SCALES: HORIZ. 1" = 40'
VERT. 1" = 8'
NOTE: DOUBLE VERTICAL SCALE
EXIST GRADE OVER S.D.
IDENTICAL
FIN GRADE OVER S.D.
GROUTED RIP-RAP
EXIST. GRADE
ENERGY DISSIPATOR
116 LF 24" CMP
80 LF EXIST. 30" CMP 14 GA.
200 LF 24" CMP
388 LF 24" CMP
28 LF 8" CMP
EXIST GR
24" CMP
FIN GR OVER SD
SCALE: 1"=5'
PROFILE
HORIZ. 1"=10'
VERT. 1"=4'
PIPE M.H. (36" DIA) PER D 75-9, TYPE GMP W/TYPE OMP COVER. OMIT SIDE OPENING AS SHOWN IN STD. DWG.
ENERGY DISSIPATOR STRUCTURE PER DETAIL ON SHEET Nº 3
GROUTED RIP-RAP
TEMP. R.W.
C.B. Nº 1, 8" C.F. T.C. ELEV. = 999.0 LD #2
MIDDLE RIDGE LANE NORTH
2" GAS
CONSTRUCT GRADING, PAVING AND 10' & 11' CURBS, SIMILAR TO W/Y END OF DETAIL 'E'.
EDGE PAVM'T
MIDDLE RIDGE LANE
MIDDLE RIDGE
EXIST 12" CMP TO BE ABANDONED IN PLACE, SEAL ENDS W/8" BRICK
REMOVE INTERFERING PORTIONS OF EXIST. 12" CMP
SEE DETAIL 'E' HEREON
REMOVE INTER. PORTION OF EXIST. 30" CMP & FIELD JOIN NEW 18" CMP LATERAL
REMOVE EXIST. 2.5'x25' CB
REMOVE & REPLACE 110 L.F. OF EXIST. 8" A.C. CURB (5+80 TO 6+90)
REMOVE EXIST. INLET STRUCT.
REMOVE INTER. POR. OF EXIST. 2" AC PAVM'T.
2" A.C. PAVM'T ON 8" CRUSHED AGG. BASE. WARP PAVM'T. TO DRAIN INTO C.B.
A.C. CURB - SEE DETAIL 'D' ON SHT. Nº 3
WOODEN RAIL STREET BARRICADE 2-D152
1+93.79 PIPE DROP INLET PER STD. D-75-9, CALIF. STATE, TYPE GMP W/ TYPE OMP COVER. EXTEND VERT. SHAFT APPROX 3' ABOVE FINISH GROUND SURFACE & PROVIDE 4" DIA. HOLES @ 9" O.C. BOTH WAYS, SEE DETAIL 'A' ON SHT. Nº 3.
NOTE: C.B. TIES ARE TO ℄ OF M.H. UNLESS OTHERWISE NOTED
F.H. TIE IS TO THE CENTER OF THE TOP NUT.
NOTE: SPRINKLER SYSTEM LOCATED 10' WEST OF CURB FROM APPROX. 2+00 TO 6+65 SHOWN THUSLY
SEE DETAIL 'F' HEREON
EDGE OF PAVM'T
PLAN
SCALE: 1" = 40'
REVISIONS
MK DATE DESCRIPTION
REMOVE INTER. PORTIONS OF EXIST. INLET STRUCT.
LIMIT OF GRADING
C.B. Nº 1, V=7.0' T.C. ELEV. = 1020.0 8" C.F.
TBM S&T ELEV 1018.25
EXIST. A.C. CURB
EXIST. EDGE OF PAVM'T
REMOVE EXIST. INLET STRUCT.
C.B. Nº 1, V=7.8' T.C. ELEV. = 1018.8 8" C.F.
DETAIL 'E'
SCALE: 1"=10'
C.B. Nº 1, V=7.8' T.C. ELEV. = 1065.8 8" C.F.
JOIN EXIST 8" AC PIPE TO NEW CB
REMOVE EXIST 12" CMP
LIMIT OF GRADING
CB Nº 1, V=7.0' TC ELEV = 1063.4 8" CF
DETAIL 'F'
SCALE: 1"=10'
1970 STORM DRAIN BOND ISSUE
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
PROJECT 6650-UNIT 1
LINE B
ROLLING HILLS
PLAN AND PROFILE
STA. 0+00 TO STA. 8+17.18
PREPARED BY SOUTH BAY ENGINEERING CORP
RAYMOND L. QUIGLEY, R.C.E. 7191
RECOMMENDED BY
DIVISION ENGINEER (DESIGN)
DATE AUG. '74
SCALE AS SHOWN
NO. 470-6650-06.2
SHEET 2 OF 3

ENERGY DISSIPATOR DATA

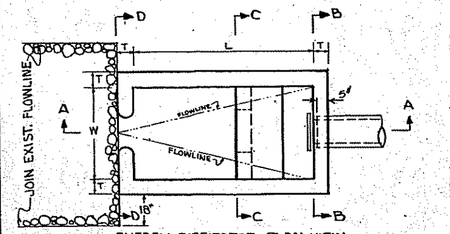
LINE	Q	W	A	H	G	R	M	L	T	PIPE DIA	ELEV. P1	ELEV. P2	ELEV. P3
B	57	8'-0"	4'-7"	6'-3"	3'-0"	1'-4"	3'-0"	10'-8"	6"	24"	958.0	958.67	964.0



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

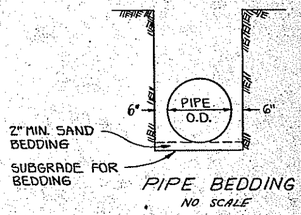


SECTION A-A



ENERGY DISSIPATOR-PLAN VIEW
NO SCALE.

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



PIPE BEDDING
NO SCALE

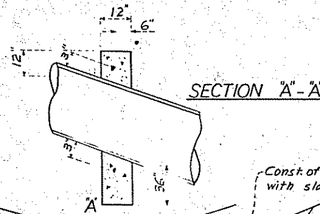
BORING LOG

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

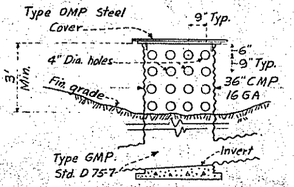
PROJECT: LINE B
FOR: SOUTH BAY ENGINEERING

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

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



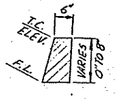
CONCRETE ANCHOR (14)
NO SCALE



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

STRUCTURAL NOTES

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



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

REVISIONS		
MK	DATE	DESCRIPTION

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

1970 STORM DRAIN BOND ISSUE

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

PREPARED BY
SOUTH BAY
ENGINEERING CORP

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

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

RECOMMENDED BY
DIVISION ENGINEER (DESIGN)

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

ONWARD ENGINEERING

DAILY INSPECTION REPORT

Sink Hole at Middleridge Ln S

REPORT NO. 01

Accumulated WD's:

WD Status:

Project No:

DATE: 01-18-2023

M	T	W	T	F	S	S

SHIFT HOURS

Start: 0630

Stop: 1030

ITEM # - DESCRIPTION OF WORK

WEATHER

Clear	Y
Cloudy	
Partly Cloudy	
Windy	
Rain	
Snow	
Temp (Lo-Hi) °F	42-58
Other	

EQUIPMENT AND/OR LABOR:

EQ. NO.	NO. MEN	DESCRIPTION OF EQUIPMENT OR LABOR	HOURS								*Disputed / Extra Work*	*Idle / Down*	REMARKS

Insp field investigated sink hole (with photos) and found (2) sink holes adjacent to catch basin and parallel & behind edge of pavement (AC rolled curb).

Insp & City reviewed 3rd party's underground in-pipe video clips at City Hall and found following action items needs to be repaired or replaced as necessary:

1. 8+17 to 7+84 (33'-18" CMP-under Middleridge Ln S w/vehicular traffic)
2. 7+84 to 5+59 (225'-24" CMP on SW/side of Middleridge Ln S, outside of roadway)

Note 1: Confirmation of field observation and review of video footages of findings will also need to be verified by OE's Engineering staff.

Note 2: Middleridge Ln South is the only access for residents at south end of street. The street width is about 24-feet wide; therefore, to close the street is not recommended, but to allow access for vehicular traffic with working construction equipment will be tight.

Insp received flash drive (for OE to review and provide recommendation for course of action) that includes:

1. Underground In-pipe Videos (5 segments, last 2 videos with damaged CMP)
2. Reports of videos (with STA data)
3. Storm drain As-built plans (for Middleridge Lane South)

Michael Nguyen
Sr. Construction Inspector



Photo 1 - Upstream 18”CMP at STA 8+17 (right side of photo) upstream 24”CMP at STA 7+84 (left side of photo).



Photo 2 - (2) Sink holes were within 16 LF n/o catch basin at STA 7+84.



Photo 3 - Sink holes were outside of the roadway and behind AC rolled curb.



Photo 4 - Closest sink hole to catch basin was about 3’ in diameter and about 8’ deep (bottom of SD).

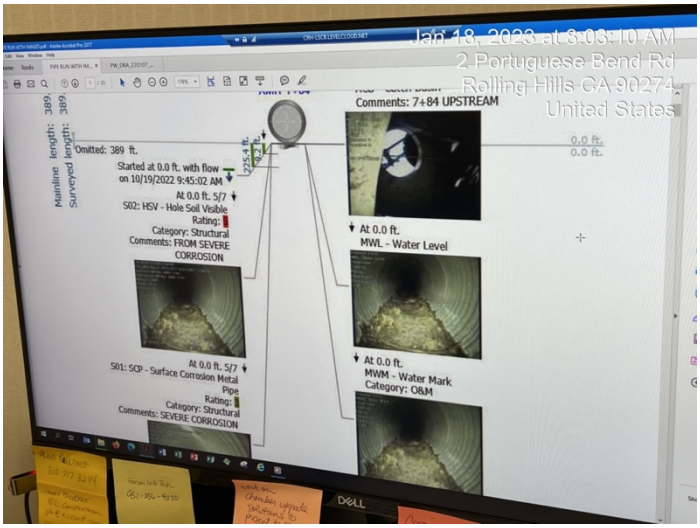


Photo 5 - Third party reports were reviewed in City Hall for condition at bottom of CMP (5-7 pos. at flow line).



Photo 6 - Video clips were reviewed to determine length of corroded CMP from station to station.

Agenda Item No.: 12.C
Mtg. Date: 02/13/2023

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 A TECHNICAL MEMORANDUM FROM PACIFIC ARCHITECTURE AND ENGINEERING INC., ON OPTIONS TO REPLACE THE EXISTING CITY HALL CAMPUS EMERGENCY STANDBY DIESEL GENERATOR AND PROVIDE DIRECTION TO STAFF.**

DATE: **February 13, 2023**

BACKGROUND:

To replace the non-functioning standby generator that provides emergency power to City Hall and the Rolling Hills Community Association building, the City Council authorized an assessment report and considered three options for replacement at the May 10, 2021 City Council meeting. On May 24, 2021, after City Council discussed the three options, staff was directed to: 1) design the solar option; 2) consider leasing portable generator to provide emergency if necessary; and 3) remove the existing non-functioning emergency standby generator, and repair the water intrusion problem at the existing generator structure.

At the June 14, 2021 City Council meeting, City Council approved a second amendment with Pacific Architecture and Engineering, Inc. for preparing plans to remove the existing standby generator including repairing of the water intrusion at the generator housing as well as prepare design plans to implement the solar option. The second amendment with Pacific Architecture and Engineering, Inc. (PAE) was executed in July 2021 and PAE proceeded with preliminary design. City Staff and PAE held several meetings to discuss the proposed solar option and layout. After a period of research and information gathering, PAE provided preliminary design plans for layout of the solar panels in November 2021. The preliminary design plan was reviewed by staff. The available roof surface area, the orientation of the surface area to the sun, and other design/cost factors were considered. The most efficient and cost-effective design was to position all the solar panels on the Rolling Hills Community Association (RHCA) building.

The preliminary design was provided to RHCA and the plans were reviewed by the Architectural Review Committee on December 7, 2021. The Architectural Committee requested to have solar panels over the entry of the RHCA building be removed and placed on the City Hall Building.

Removing solar panels from the RHCA Building and placing them on the City Hall building will have several impacts/issues to consider: There is a tree at City Hall making the panels less efficient. The city could consider cutting this tree down so that the panels would have more exposure to the sun. There is only space for 29 panels on the City Hall roof versus 66 panels on the RHCA building. Panels on both buildings will drive up the costs of the project. Cost of re-roofing one roof vs two roofs (roughly savings of $20,000 just for roof and waterproofing, and additional $30,000-$50,000 if structural reinforcement is needed).

Through the City Council liaison to the RHCA, the City Council agreed to have the RHCA lead the project. In July 2022, the RHCA presented the option of using a natural gas unit to provide standby power to the City Hall campus. In November 2022, the City Council directed staff to take back the project and provide a comparison analysis between the solar and the natural gas options.

DISCUSSION:
Pacific Architecture and Engineering, Inc. (PAE) was engaged under their existing contract to prepare a technical memorandum comparing the natural gas emergency generator with the solar option. That memorandum with additional information researched by staff is attached for further discussion.

Based on the comparison data provided by PAE, staff recommends that the City Council continue to pursue the solar option. PAE noted that the solar option would provide a much higher cost savings as the solar system would be utilized all the time offsetting the cost of using energy from the grid. Additionally, the unknowns relating to the natural gas option could potentially increase the project cost by 50% having to retrofit the existing shed that houses the diesel generator. The solar option offers more flexibility for expansion as the space needed for a larger battery is easier to accommodate than to accommodate a larger natural gas unit. Natural gas is considered non-renewal energy. This could be a limiting factor in identify viable grants to pay for the construction of the project.

The City Council reviewed PAE's technical memorandum on January 23, 2023 and directed staff to bring this item back for discussion and direction on February 13, 2023.

FISCAL IMPACT:
The fee for PAE to prepare a technical memo is funded through the capital fund.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
20221215_Gen Vs Solar memo_V1.pdf

COMPARISON OF NATURAL GAS GENERATOR AND SOLAR PANELS

for the City of Rolling Hills

Below is a summary comparing using a fossil fuel generator or solar panels with battery storage as backup energy:

	FOSSIL FUEL NATURAL GAS GENERATOR	SOLAR ENERGY
CLIMATE IMPACT	HIGH -The usage of fossil fuels is discouraged in the industry.	LOW - Solar panels will not burn any fossil fuel to operate.
INITITAL COST	SIMILAR TO SOLAR - Infrastructure already exists if a new building is not required and existing gas supply may be used.	SIMILAR TO GAS - A battery storage system is required to always have energy available.
SOUND	MEDIUM – Minimize sound by maintaining a proper distance from the occupied area. Creates sound.	LOW - There is almost no noise to the community and surrounding areas. This is of consideration with the site being in close proximity to residences and a school.
SPACE	MEDIUM - Installation takes place in a relatively small space, however a new building may be required.	LOW – Install on existing roof. The battery storage system will require a dedicated space.
RELIABILITY	HIGH - Will operate at any time of the day.	HIGH - Will detect automatic power outages and engage at any time; if a battery storage system is installed.
MAINTENANCE	LOW TO MEDIUM - Fuel needs to be maintained. Scheduled testing should be performed, mechanical components may fail.	LOW - No mechanical parts to fail or fuel to refill. Solar panels may fail after a certain number of years.
ENERGY / Cost SAVINGS	LOW - It will only be used during an outage.	HIGH - The system can provide power anytime it is producing energy yielding savings throughout its life cycle.
Unknowns	It is not confirmed that the generator would fit in the existing shed with the electrical switchgear in the shed.	There may be additional batteries that would need to be purchased at additional cost if it is determined that more battery storage is required.
Flexibility	In order to add more power a larger generator would need to be purchased.	More battery may be added at any time and more solar panels may also be added.

Prepared by Pacific Architecture and Engineering 12/15/2022

Additional information/investigation by staff on Natural Gas Generators:

Advantages:

- The three most obvious pros of using natural gas as a fuel to power your generators is that it is cleaner, less expensive than other non-renewable fuels, and is considerably efficient.
- In comparison to oil and coal, the emissions of sulfur, nitrogen, and carbon dioxide (a greenhouse gas) are considerably lower. Hence, natural gas is one of the cleanest fossil fuels when it burns.
- Another advantage of natural gas generators is that natural gas does not produce a pungent odor, which is fairly common in generators powered by oil or diesel.
- Natural gas generators are also effective in reducing costs when used to power homes. This is because electricity from the main utility source is a far more expensive alternative.
- Apart from being cleaner and cheaper, natural gas is also readily available in large cities since it is delivered directly through pipelines. Hence, when using natural gas powered generators, storage of fuel becomes redundant.

Disadvantages

- When it comes to the cons of natural gas generators, one of its advantages can also be regarded as a disadvantage. Since natural gas need not be stored as it is supplied through gas pipelines, at times of natural calamities the supply of natural gas is disrupted. **You may find yourself facing a lack of fuel when you need to operate your generator the most.**
- Apart from this, natural gas is extremely explosive and can be a serious fire hazard should the pipeline burst.
- In comparison to diesel generators, natural gas generators are:
    - More expensive to run
- Emit more carbon dioxide, which is a greenhouse gas.
- Moreover, natural gas is a limited or non-renewable energy resource.

Additional information/investigation by staff on system life span:

Replacement Frequency / Costs	**Natural Gas Generator well maintained could have 25-30 year life**	**Solar Energy System with Batteries, Solar Panels well maintained could have 25-30 year life. Batteries may only have 5-15 life**

- To get the most benefit out of a Solar Energy System, a battery storage system would be required for the power to be available on days when the solar panels alone would not produce the power required and in emergencies.

Agenda Item No.: 13.A
Mtg. Date: 02/13/2023

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

FROM: **ROBERT SAMARIO, FINANCE DIRECTOR**

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

SUBJECT: **FISCAL YEAR 2022/23 MID-YEAR REPORT FOR THE SIX MONTHS ENDED DECEMBER 31, 2022**

DATE: **February 13, 2023**

BACKGROUND:
Each quarter, City staff prepares a report on the status of revenues and expenditures versus budgeted amounts. The purpose of the report and related analysis is to evaluate the progress of expenditures throughout the year to identify any unusual trends that may require action to mitigate or address the fiscal impacts.

Most of the focus is on the General Fund, the City's primary and largest operating fund. However, this report also includes most of the restricted funds and the Refuse Fund.

With six months of activity now in place, the mid-year report is important since it is the first real opportunity to determine how the City's revenues and expenditures are performing relative to their respective budgeted amounts.

The mid-year report is also important as it provides useful information as the City begins to develop the budget for the next fiscal year.

DISCUSSION:
With only a few exceptions, revenues and expenditures across the board are tracking as expected. On the revenue side, the General Fund has received a total of $1,249,582 in revenues from all sources half-way through the year. Based on the pro-rated budget of $1,364,192, which represents 50% of the FY 2023 Adopted Budget (6 out of 12 months), revenues in total are $114,610 below budget. This is largely the result of the seasonal nature of revenues where more of the General Fund revenues are received in the second half of the fiscal year. In total, revenues are expected to meet or exceed the budget by year end.

On the expenditure side, the General Fund amended budget at December 31, 2022 totals $3,610,753. Halfway through the fiscal year, actual expenditures are approximately $455,387 under budget. More than half of this favorable variance is due to capital transfers not yet

executed due to the underlying projects not yet fully underway. There are some seasonal impacts and late billings that are also contributing to the variance. For example, we have only received invoices through November for law enforcement services, which explains expenditures being below budget by $27,434. Even with these seasonal variations, expenditures are expected to end the fiscal year below budget.

A more thorough analysis is provided in the attached Mid-Year Analysis Report. In addition, detailed schedules of revenues and expenditures compared to budget for all funds are attached to this report.

FISCAL IMPACT:
None

RECOMMENDATION:
Staff recommends the City Council receive and accept the mid-year report for the six months ended December 31, 2022.

ATTACHMENTS:
CL_AGN_230213_CC_MidYear_Analysis.pdf
CL_AGN_230213_CC_GeneralFundRevenues_Through12.31.22.pdf
CL_AGN_230213_CC_GeneralFundExpenditures_Through12.31.22.pdf
CL_AGN_230213_CC_Revenues&Expenditures_Through12.31.22_Restricted&OtherFunds.pd

CITY OF ROLLING HILLS
Mid-Year Report
Fiscal Year 2022/2033

GENERAL FUND

Revenues

As shown in the table below, the General Fund has received a total of $1,249,582 in revenues from all sources half way through the year. Based on the pro-rated budget of $1,364,192, which represents 50% of the FY 2023 Adopted Budget (6 out of 12 months), revenues in total are $114,610 below budget. This is largely the result of the seasonal nature of revenues wherein most of the General Fund revenues are received in the second half of the fiscal year. In total, revenues are expected to meet or exceed the budget by year end.

CITY OF ROLLING HILLS
General Fund Revenues
Six Months Ended December 31, 2022

	FY 2023 Adopted	Pro-Rated Budget	Actual Thru 12/31/22	Variance Fav (Unfav)
401 Property Taxes	$ 1,425,207	$ 712,603	$ 643,392	$ (69,211)
405 Sales Taxes	19,300	9,650	5,562	(4,088)
410 Property Transfer Tax	122,706	61,353	14,121	(47,232)
415 Other Taxes	-	-	546	546
420 Motor Vehicle In Lieu	252,000	126,000	-	(126,000)
440 Building & Other Permits	475,000	237,500	344,019	106,519
441 C&D Permits	-	-	2,700	2,700
450 Variance, Planning & Zoning	20,000	10,000	21,794	11,794
455 Animal Control Fees	250	125	109	(16)
460 Franchise Fees	14,000	7,000	6,677	(323)
480 Fines & Traffic Violations	4,500	2,250	1,805	(445)
482 Cost Recoivery - Publications	15,000	7,500	2,397	(5,103)
600 RHCA Lease Revenue	69,000	34,500	34,495	(5)
650 Public Safety Aug Fund	1,000	500	531	31
655 Burglar Alarm Response	500	250	-	(250)
670 Interest on Investments	40,000	20,000	32,857	12,857
671 PARS Earnings	20,239	10,120	10,489	370
675 Miscellaneous Revenue	5,000	2,500	5,745	3,245
699 Transfer In - ARPA Fund	220,682	110,341	110,341	-
699 Transfers In - Refuse Fund	24,000	12,000	12,000	-
TOTALS	**$ 2,728,383**	**$ 1,364,192**	**$ 1,249,582**	**$ (114,610)**

A detailed discussion is provided below for the key General Fund revenues.

By far the largest General Fund revenue is **Property Taxes**, representing 57% of ongoing budgeted revenues. The fiscal year 2022/23 adopted budget for property taxes was set at $1,425,207.

Through December 31, 2022, the City received $643,392. Although this makes up just 45% of the budget mid-year (50%) through the year, it is 16% higher than the revenues through December 31, 2021. More importantly, property tax payments are typically higher in the 2nd half of the fiscal year, for two reasons. First, delinquent payments due in December are typically paid in January and February. In addition, supplemental taxes, which are collected from properties purchased between June and December (after the levy date) are re-assessed and due between January and June. While property tax revenues at December 31, 2022 are higher than at mid-year of the prior year, revenues for the year may not exceed the budgeted total. This is because the FY 2022/23 adopted budget was based on FY 2021/22 projections that were ultimately higher than the actual final results.

Revenues from **Building and Other Permits** is the General Fund's second largest revenue, with budgeted revenues of $475,000. Through the first half of the year, revenues totaled $344,019, continuing a strong recovery from its low in FY 2020/21 of $183,000. The only caveat is that the Federal Reserve rate has gone up systematically starting with the first increase in March 2022. Since then, rates have increased a total of 4.5%. The Federal Reserve rate affects interest rates on most loans, including mortgage and equity loans. Although not a certainty, historically there has been a correlation between interest rates and the housing market, specifically the volume of home purchases and real estate building projects, the latter of which drives building revenues. Thus, staff is cautiously optimistic that, for Rolling Hills, given its demographic, the recent rise in borrowing rates will not significantly affect building activity and thus building-related revenues.

The dramatic increases to interest rates in the last year appears to have had a significant impact on **Property Transfer Taxes** (PPT). According to certain news outlets, sales In Los Angeles County have declined between 40-50% from the beginning of 2022. Because the PPT is assessed at the time a home is sold or otherwise changes title, a decline in home sales will directly and immediately affect PPT revenues, which are received monthly. As evidence of this fact, PPT revenues through December 31, 2022 were only $14,121 compared to approximately $33,000 in the prior year. In any case, since this is well below expectations given the $122,706 budget, we will continue to monitor this revenue to see if this trend continues.

Motor Vehicle License Fees are budgeted at $252,000. Payments from the State are received in January and May, which explains the $0 amount collected through mid-year. However, the payment received in January 2023 was approximately $131,000 and thus appears to be tracking ahead of budget.

Expenditures

As shown in the table below, the General Fund amended budget at December 31, 2022 totals $3,610,753. However, ongoing costs, which exclude one-time operating and capital expenditures, total $2.9 million. Halfway through the fiscal year, actual expenditures are approximately $455,387 under budget. More than half of this favorable variance is due to capital transfers not yet executed due to the underlying projects not yet fully underway. There are some

seasonal impacts and late billings that are also contributing to the variance. For example, we have only received invoices through November for law enforcement services, which explains expenditures being below budget by $27,434. In addition, the vegetation clearance work done by the Palos Verdes Peninsula Land Conservancy is not done evenly throughout the year, explaining the $37,266 underspending relative to the budget as of December 31, 2022.

CITY OF ROLLING HILLS
General Fund Expenditures by Department
Budget Vs. Actual
Six Months Ended December 31, 2022

Department	Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/22	Variance Favorable (Unfav)
City Administrator	$ 1,090,635	$ 545,318	$ 505,630	$ 39,688
Finance	140,500	70,250	91,338	(21,088)
Planning & Development	948,539	474,270	322,904	151,365
Public Safety	245,000	122,500	90,240	32,260
Non-Departmental	286,357	143,179	106,620	36,558
City Properties	261,715	130,858	149,007	(18,149)
Total Before Transfers	2,972,746	1,486,373	1,265,739	220,634
Transfers Out	638,007	319,004	84,250	234,753
GENERAL FUND TOTALS	**$ 3,610,753**	**$ 1,805,377**	**$1,349,989**	**$ 455,387**

Unlike revenues, General Fund expenditures are fairly stable and more predictable. For example, budgeted salary and benefit costs for the City's five full-time staff make up a little more than a third of the General Fund's operating budget and are incurred evenly throughout the year. Except when there are vacancies, expenditures are generally expected to end the year close to budget. Other regular and consistent costs include those tied to contracted services. This includes City Attorney and other legal services, building and planning services provided by the County of Los Angeles and the Wildan Group, finance-related services, public safety services provided by the County Sheriff, fuel management services, and an array of other consultants providing both ongoing and non-recurring services to the City. In total, the General Fund's budget includes roughly $850,000 of ongoing contracted services, or about 29% of total ongoing costs. Both staff costs and contracted service costs are tracking close to expectations.

There are three areas where costs are expected to exceed budget: (1) Building and related services provided the County. Due to the high level of building activity starting last fiscal year, not only are revenues up sharply, but the fees charged by the County have also increased; (2) Contracted finance staffing. To a large extent, the overage at mid-year is due to the higher level

of effort during the first half of the year to close the fiscal year accounting records, to go through the annual audit, and to issue the annual financial report. However, a fair amount of time and effort has been spent, and continued to be spent, on cleaning up the accounting records in order to not only have more accurate accounting records, but to be able to provide more meaningful financial information on City revenues and expenditures to management and City Council for making important financial and budgetary decisions; (3) Transfers to the Refuse Fund. The amount budgeted for transfers to the Refuse Fund does not reflect what is needed to cover the difference between services charges and the costs to provide the services. This is because, after the budget was adopted, staff discovered that refundable deposits received in connection with construction & demolition permits have been incorrectly treated as revenues in the Refuse Fund. Since these are refundable, their receipt and eventual repayment are simply an increase and decrease in liabilities. Based on the amounts received in FY 2020/21 and FY 2021/22, $30,000 in revenues were budgeted in the Refuse Fund in fiscal year 2022/23, which will not be realized and thus create an ongoing shortfall. In addition, revenues collected in FY 2022/23 were well below expectations, requiring more General Fund transfers than originally anticipated. Staff will continue to monitor collections for service charges throughout the year.

RESTRICTED FUNDS

Each of the key restricted funds are discussed below.

Transit/Transportation Funds

The City receives a revenues, primarily from the County, that are restricted for specific purposes. These include the allocation of special sales tax measures approved by Los Angeles County voters over the last several decades that are restricted to transit and transportation programs and projects. The measures include Proposition A, Proposition C, Measure R, and Measure M. Since the City of Rolling Hills does not own and operate transit system and, in fact, has no transit service provided within the City limits, nor does the City own and maintain any public roads, the funds received pursuant to the four tax measures are either gifted to other agencies or exchanged for unrestricted monies with other agencies that can utilize the funds in accordance with their intended uses. Revenues received within these transit/transportation funds through mid-year are in line with budgeted expectations.

COPS Fund

The City also maintains a COPs Fund for monies received from the County's Supplemental Law Enforcement Services Fund, created in 2009 through an increase statewide to vehicle license fees. The revenues can only be used for supplemental law enforcement services and not to supplant existing funding from the General Fund for law enforcement. As of December 31, 2022, revenues of $146,529 have been received versus a total annual budget of $165,000. Although typically most of the revenues are collected in the first half of the year, it appears revenues will

exceed budget by fiscal year end. More importantly, this will provide additional funds to pay for increased Sheriff services, if needed.

Measure W Fund

The City receives an allocation of the countywide special parcel tax pursuant to the Measure W (Safe, Clean Water Act) for parcels located within the Los Angeles County Flood Control District. These revenues are intended for storm water recycling and water quality improvement projects and programs. The City receives a single payment each year for the full annual allocation. In December, the City received $104,457, which is very close to the $105,000 budget.

ENTERPRISE FUND

Refuse Fud

The Refuse Fund is the City's only enterprise fund. Enterprise funds are typically used to account for utilities owned and operated by governments, such as water, wastewater, electricity, and refuse, and other operations that are similar to those provided by the private sector, such as airports and golf courses.

The Refuse Fund accounts for the contracted waste collection and disposal for all City of Rolling Hills residents. The fees charged to City residents are processed as a "Direct Assessment" through the County Assessor's Office, which means the annual total of $1,100 is added to the property tax bill sent to property owners by the County and is payable in two installments. Thus the payments the City receives from the County for refuse services coincide with the payments we receive for regular property taxes.

As of December 31, 2022, the City has received $300,080 versus an annual budget of $780,000. Note that the City received an additional $75,020 in January for a total of $375,100 through January 31, 2023. Last year, the City received $353,622 through January 31 and ended the year at $673,222. Based on this, it appears the City will receive roughly $715,000 by the end of the current fiscal year. If so, this would be below the budgeted revenues of $780,000. Just as last year, when the General Fund contributed $249,229 versus the $168,500 amount budgeted, the City's General Fund may have to contribute more than the $168,500 budgeted this fiscal year to keep the Refuse Fund balanced.

CITY OF ROLLING HILLS
General Fund Revenues
Six Months Ended December 31, 2022

		FY 2023 Adopted	Pro-Rated Budget	Actual Thru 12/31/22	Variance Fav (Unfav)
401	Property Taxes	$ 1,425,207	$ 712,603	$ 643,392	$ (69,211)
405	Sales Taxes	19,300	9,650	5,562	(4,088)
410	Property Transfer Tax	122,706	61,353	14,121	(47,232)
415	Other Taxes	-	-	546	546
420	Motor Vehicle In Lieu	252,000	126,000	-	(126,000)
440	Building & Other Permits	475,000	237,500	344,019	106,519
441	C&D Permits	-	-	2,700	2,700
450	Variance, Planning & Zoning	20,000	10,000	21,794	11,794
455	Animal Control Fees	250	125	109	(16)
460	Franchise Fees	14,000	7,000	6,677	(323)
480	Fines & Traffic Violations	4,500	2,250	1,805	(445)
482	Cost Recoivery - Publications	15,000	7,500	2,397	(5,103)
600	RHCA Lease Revenue	69,000	34,500	34,495	(5)
650	Public Safety Aug Fund	1,000	500	531	31
655	Burglar Alarm Response	500	250	-	(250)
670	Interest on Investments	40,000	20,000	32,857	12,857
671	PARS Earnings	20,239	10,120	10,489	370
675	Miscellaneous Revenue	5,000	2,500	5,745	3,245
699	Transfer In - ARPA Fund	220,682	110,341	110,341	-
699	Transfers In - Refuse Fund	24,000	12,000	12,000	-
	TOTALS	**$ 2,728,383**	**$ 1,364,192**	**$ 1,249,582**	**$ (114,610)**

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Six Months Ended December 31, 2022

Department/Object Account		Amended Budget	Pro-Rated Budget at 12/31/22	Actuals Thru at 12/31/22	Variance Favorable (Unfav)
01 - CITY ADMINISTRATOR					
702	Salaries -Full Time	$ 474,258	$ 237,129	$ 241,632	$ (4,503)
710	Retirement CalPERS-Employer	39,769	19,885	22,057	(2,172)
712	CalPERS Unfunded Liability	65,095	32,548	66,391	(33,844)
715	Workers Compensation Insurance	8,100	4,050	4,175	(125)
716	Group Insurance	71,316	35,658	36,060	(402)
717	Retiree Medical	35,231	17,616	16,173	1,443
718	Employer Payroll Taxes	36,997	18,499	12,965	5,533
719	Deferred Compensation	4,559	2,280	2,447	(168)
720	Auto Allowance	4,800	2,400	2,200	200
721	Phone Allowance	1,970	985	1,155	(170)
740	Office Supplies		-	9,964	(9,964)
745	Equipment Leasing Costs	11,450	5,725	6,742	(1,017)
750	Dues & Subscriptions	16,240	8,120	9,867	(1,747)
755	Conference Expense	10,000	5,000	2,042	2,958
757	Meetings Expense	2,000	1,000	2,515	(1,515)
759	Training & Education	5,000	2,500	625	1,875
761	Auto Mileage	500	250	180	70
765	Postage	21,000	10,500	10,075	425
775	City Council Expense	10,000	5,000	5,157	(157)
776	Miscellaneous Expenses	6,200	3,100	1,905	1,195
780	Communications/Newsletters & Outreach	5,000	2,500	-	2,500
785	Codification	5,000	2,500	1,481	1,019
790	Advertising	2,400	1,200	-	1,200
795	Other Gen Admin Expense	1,050	525	1,421	(896)
801	City Attorney	120,000	60,000	40,474	19,526
802	Legal Expense - Other	3,000	1,500	3,492	(1,992)
820	Website	6,000	3,000	-	3,000
850	Election Expense City Council	15,000	7,500	1,149	6,351

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Six Months Ended December 31, 2022

	Department/Object Account	Amended Budget	Pro-Rated Budget at 12/31/22	Actuals Thru at 12/31/22	Variance Favorable (Unfav)
890	Consulting Fees	62,000	31,000	-	31,000
891	Records Management	46,700	23,350	3,287	20,063
	Total City Administrator	**1,090,635**	**545,318**	**505,630**	**39,688**
05 - Finance					
740	Office Supplies	-	-	140	(140)
750	Dues & Subscriptions	2,000	1,000	1,930	(930)
810	Annual Audit	18,500	9,250	13,950	(4,700)
890	Consulting Fees	120,000	60,000	75,318	(15,318)
	Total Finance	**140,500**	**70,250**	**91,338**	**(21,088)**
15- PLANNING & DEVELOPMENT					
702	Salaries	236,748	118,374	80,654	37,720
703	Salaries - Part-Time	26,587	13,294	7,378	5,915
710	Retirement CalPERS-Employer	18,100	9,050	7,386	1,664
715	Workers Compensation Insurance	4,000	2,000	2,084	(84)
716	Group Insurance	44,275	22,138	15,295	6,842
718	Employer Payroll Taxes	20,237	10,119	6,654	3,465
720	Auto Allowance	1,200	600	550	50
721	Phone Allowance	600	300	275	25
761	Auto Mileage	300	150	-	150
750	Dues & Subscription	1,000	500	1,090	(590)
755	Conference Expense	5,000	2,500	-	2,500
759	Training & Education	1,000	500	625	(125)
790	Publication/Advertising/Noticing	15,000	7,500	5,940	1,560
802	Legal Expenses-Other	20,000	10,000	2,247	7,753
872	Property Development-Legal Exp	80,000	40,000	24,435	15,565
875	Willdan Building	50,000	25,000	3,115	21,885
878	Build Inspect. LA County	150,000	75,000	104,419	(29,419)

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Six Months Ended December 31, 2022

	Department/Object Account	Amended Budget	Pro-Rated Budget at 12/31/22	Actuals Thru at 12/31/22	Variance Favorable (Unfav)
881	Storm Water Management	97,142	48,571	16,953	31,618
884	Special Project Study & Consulting	65,000	32,500	31,747	753
886	Code Enforcement	87,880	43,940	12,058	31,883
890	Consulting Fees - On-Call Maint (Onward)	24,470	12,235	-	12,235
928	Traffic Engineering	-	-	3,650	
	Total Planning & Development	**948,539**	**474,270**	**322,904**	**151,365**
	25 - Public Safety				
830	Law Enforcement	225,000	112,500	85,066	27,434
833	Other Law Enforcement Expenses	4,000	2,000	1,051	949
837	Wild Life Mgmt & Pest Control	10,000	5,000	2,112	2,888
838	Animal Control Expense	6,000	3,000	2,011	989
	Total Public Safety	**245,000**	**122,500**	**90,240**	**32,260**
	65 - NON-DEPARTMENTAL				
776	Miscellaneous Expenses	-	-	81	(81)
895	Insurance & Bond Expense	29,657	14,829	12,598	2,230
901	South Bay Comm. Organization	15,000	7,500	9,149	(1,649)
915	Community Recognition	20,000	10,000	9,290	710
917	Emergency Preparedness	221,700	110,850	75,584	35,266
	Total Non-Departmental	**286,357**	**143,179**	**106,620**	**36,558**
	75 - CITY PROPERTIES				
892	IT Services	54,000	27,000	32,159	(5,159)
893	Granicus Services	8,000	4,000	12,906	(8,906)
894	Computer Hardware Fund	5,000	2,500	1,879	621
925	Utilities	85,212	42,606	28,653	13,953
930	Repairs & Maintenance	97,003	48,502	63,221	(14,720)
932	Area Landscaping	12,500	6,250	8,871	(2,621)

CITY OF ROLLING HILLS
General Fund Expenditures
Budget Vs. Actual
Six Months Ended December 31, 2022

	Department/Object Account	Amended Budget	Pro-Rated Budget at 12/31/22	Actuals Thru at 12/31/22	Variance Favorable (Unfav)
946	Buildings & Equipment	-	-	1,318	(1,318)
947	Non-Building Improvements	-	-		-
	Total City Properties	**261,715**	**130,858**	**149,007**	**(18,149)**
	TOTALS BEFORE TRANSFERS	**2,972,746**	**1,486,373**	**1,265,739**	**220,634**
OPERATING TRANSFERS OUT					
999	Capital Improvement Fund (Fund 40)	414,710	207,355	-	207,355
999	CalOE Fund	54,797	27,399	-	27,399
999	Refuse Collection Fund (Fund 50)	168,500	84,250	84,250	(0)
	Total Transfers Out	**638,007**	**319,004**	**84,250**	**234,753**
	GENERAL FUND TOTALS	**$ 3,610,753**	**1,805,377**	**$ 1,349,989**	**$ 455,387**

CITY OF ROLLING HILLS
Revenues and Expenditures for the Six Months Ended December 31, 2022
Restricted, Capital,and Other Funds

		FY 2023 Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/22	Variance Fav (Unfav)
10 - COPS FUND					
	Revenues				
570	COPS Allocation	$ 165,000	$ 82,500	$ 29,250	$ (53,250)
	Expenditures				
840	COPS Program Expenditures	165,000	82,500	80,333	2,167
	Revenues Over (Under) Expenditures	$ -	$ -	$ (51,083)	$ (51,083)
11 - CLEEP FUND					
	Revenues				
670	Interest Earned	$ 25	$ 13	$ -	$ (13)
	Expenditures				
845	CLEEP Technology Program	1,200	600	-	600
	Revenues Over (Under) Expenditures	$ (1,175)	$ (588)	$ -	$ 588
15 - ARPA FUND					
	Revenues				
586	American Rescue Plan Act	$ 220,682	$ 110,341	$ 220,682	$ 110,341
	Expenditures				
001	Transfers Out to General Fund	220,682	110,341	110,341	-
	Revenues Over (Under) Expenditures	$ -	$ -	$ 110,341	$ 110,341
16 - CAL OES FUND					
	Revenues				
588	Crest Road FEMA Grant - 4434-526-112R	$ 1,145,487	$ 572,744	$ 3,625	$ (569,119)
589	Safety Element Disaster Grants - DR 4344 PL0521	-	-	10,016	10,016
590	Veg. Mgmnt FEMA Grant - HMGP-4382-175-13R	175,269	87,635	-	(87,635)
591	Eastfield U/Grounding FEMA DR-4382-177-7R-CA	1,971,882	985,941	20,250	(965,691)
699	Transfers In - General Fund - Safety Element	-	-	-	-
699	Transfers In - Utility Fund - 4434-526-112R	381,819	190,910	-	(190,910)
699	Transfers In - Utility Fund - DR4382-177-7R	657,294	328,647	-	(328,647)
699	Transfers In - General Fund - HMGP-4382-175-13R	54,797	27,399	-	(27,399)
	Total Revenues	4,386,548	2,193,274	33,891	(2,159,383)
	Expenditures				
957	Crest Road East Project - 4434-526-112R	1,511,854	755,927	-	755,927
960	Eastfield Drive Utility U.G. - 4382-177-7R	2,629,176	1,314,588	46,800	1,267,788
958	Safety Element DR4344-PL0521	219,189	109,595	-	109,595
959	Veg. Mgmt Mitig. Proj. - HMGP-4382-175-13R	-	-	4,685	(4,685)
	Total Expenditures	4,360,219	2,180,110	51,485	2,128,625
	Revenues Over (Under) Expenditures	$ 26,329	$ 13,165	$ (17,594)	$ (30,759)
23 - LEAP GRANT FUND					
	Revenues				
	LEAP Grant	$ -	$ -	$ -	$ -
	Expenditures				
884	Special Project Study & Consulting	-	-	-	-
	Revenues Over (Under) Expenditures	$ -	$ -	$ -	$ -

		FY 2023 Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/22	Variance Fav (Unfav)
25 - PROPOSITION A FUND					
	Revenues				
500	Grant Revenues	$ 45,000	$ 22,500	$ 25,106	$ 2,606
670	Interest Earned	200	100	-	(100)
	Total Revenues	45,200	22,600	25,106	2,506
	Expenditures				
620	Prop A Exchange	58,400	29,200	-	29,200
	Revenues Over (Under) Expenditures	$ (13,200)	$ (6,600)	$ 25,106	$ 31,706
26 - PROPOSITION C					
	Revenues				
501	Grant Revenue-Prop C	$ 37,000	$ 18,500	$ 20,825	$ 2,325
670	Interest Earned	200	100	-	100
	Total Revenues	37,200	18,600	20,825	2,425
	Expenditures				
906	Prop C Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 37,200	$ 18,600	$ 20,825	$ 2,425
27- MEASURE R TRANSIT					
	Revenues				
502	Measure R Grant Revenues	$ 28,000	$ 14,000	$ 15,611	$ 1,611
670	Interest Earned	200	100	-	100
	Total Revenues	28,200	14,100	15,611	1,711
	Expenditures				
907	Measure R Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 28,200	$ 14,100	$ 15,611	$ 1,711
28 - TDA Article 3					
	Revenues				
503	Article 3 Revenues	$ -	$ -	$ -	$ -
	Expenditures				
	XXX	-	-	-	-
	Revenues Over (Under) Expenditures	$ -	$ -	$ -	$ -
29 - MEASURE M					
	Revenues				
507	Measure M Local Return	$ 31,000	$ 15,500	$ 17,666	$ 2,166
670	Interest Earned	200	100	-	100
	Total Revenues	31,200	15,600		2,266
	Expenditures				
XXX	Measure M Gifted	-	-	-	-
	Revenues Over (Under) Expenditures	$ 31,200	$ 15,600	$ -	$ 2,266

		FY 2023 Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/22	Variance Fav (Unfav)
30 - MEASURE W					
	Revenues				
508	Grant Revenues	$ 105,000	$ 52,500	$ 104,457	$ 51,957
670	Interest Earned	-	-		-
	Total Revenues	105,000	52,500	104,457	51,957
	Expenditures				
913	Storm Water Management - 30%	40,000	20,000	2,336	17,664
914	Storm Water Management - 70%	40,000	20,000	21,025	(1,025)
		80,000	40,000	23,361	16,639
	Revenues Over (Under) Expenditures	25,000	12,500	81,096	35,318
35 - MEASURE A					
	Revenues				
511	Grant Revenue	$ -	$ -	$ -	$ -
670	Interest Earned	-	-	-	-
	Total Revenues	$ -	$ -	$ -	$ -
40 - CAPITAL PROJECTS FUND					
	Revenues				
	Transfers from General Fund	$ 414,710	$ 207,355	$ -	$ (207,355)
	Expenditures				
887	Sewer Feasibility Project	9,010	4,505	-	4,505
899	Outdoor Siren System - Design & Constr	300,000	150,000	6,780	143,220
890	Consulting Fees	-	-	743	(743)
935	Tennis Court Improvenments	-		1,808	
947	Non-Building Improvements	-	-	-	-
948	City Hall Improvements	105,700	52,850	9,905	42,945
	Total Expenditures	414,710	207,355	19,235	189,927
	Revenues Over (Under) Expenditures	-	-	(19,235)	(17,428)
41- UTILITY FUND					
	Revenues				
75	Rule 20A Power Utility Credits	$ -	$ -	$ -	$ -
	Expenditures				
803	Legal & Other Outside Counsel	-	-	-	-
	Sewer Feasibility Study	-	-	-	-
886	Underground Utility Project - Refunds	11,646	5,823	13,465	(7,642)
	Transfers Out - Cal OES Fund	-	-	-	-
	Total Expenditures	11,646	5,823	13,465	(7,642)
	Revenues Over (Under) Expenditures	$ (11,646)	$ (5,823)	$ (13,465)	$ (7,642)

		FY 2023 Amended Budget	Pro-Rated Budget	Actuals Thru 12/31/22	Variance Fav (Unfav)
50 - REFUSE FUND					
	Revenues				
441	Construction & Demo Permits	$ 20,000	$ 10,000	$ -	$ 10,000
665	Service Charges	780,000	390,000	300,080	89,920
	Transfers In - General Fund	168,500	84,250	84,250	-
	Total Revenues	968,500	484,250	384,330	99,920
	Expenditures				
815	Refuse Service Contract	944,500	472,250	472,088	162
790	Advertising	-	-	-	-
999	Transfers Out	24,000	12,000	12,000	-
	Total Expenditures	968,500	484,250	484,088	162
	Revenues Over (Under) Expenditures	$ -	$ -	$ (99,758)	$ 100,082

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 13.B
Mtg. Date: 02/13/2023

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

FROM: **VANESSA HEVENER, SENIOR MANAGEMENT ANALYST**

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

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR DRONE SERVICES WITH SKY LADDER DRONES**

DATE: **February 13, 2023**

BACKGROUND:
At the September 13, 2022, Fire Fuel Committee meeting, the Committee developed three recommendations to the City Council for consideration for implementation.

- **Recommendation 1**: Develop a preferred list of vendors/providers and pricing for fire fuel removal services that could be used as a resource for the community on canyon management. If necessary, Staff is to work with RHCA.
- **Recommendation 2**: Discuss fire safety and canyon management at the Rolling Hills Community Association's Annual Meeting
- **Recommendation 3**: Develop an assessment tool to quantify and/or measure progress on canyon management. For example, explore the use of drones to provide visual evidence of progress made.

DISCUSSION:
Over the years, the City has committed significant resources to reduce fuel load in the Palos Verdes Peninsula Land Conservancy property located south of the City's boundaries. The Fire Fuel Committee understood that having "before and after" visual comparison of the City's fire mitigation efforts would have served a more effective demonstration of progress made. In addition, based on feedback from the Block Captain Brainstorming Session held In July 2022, it was clear that the Block Captains also shared the same sentiment that visual images would be one of the best educational tools to share with residents on canyon management.

By implementing Recommendation 3, the City would have visual evidence of those progress made along the 2.2 miles southern boundaries of the City abutting the Palos Verdes Peninsula Land Conservancy, starting from Rancho del Mar High School to 91 Crest Road East.

As recommended by the Cities of Palos Verdes Estates and Redondo Beach, Staff reached out to Sky Ladder Drones for drone services. Sky Ladder Drones submitted the attached proposal for the 2.2 miles corridor.

Aerial Mapping includes 700 images stitched together to create a high resolution map using a process called photogrammetry in the amount of $1,675.

Aerial Photo and Video include high resolution aerial photos and video of the corridor in the amount of $625.

The Aerial Mapping would provide a comprehensive map of the southern City boundary including FEMA/CalOES vegetation management area with the capability to provide measurements down to 1-2 feet accuracy. The Aerial Photo and Video feature offers photos taken at a near 45 degree angle capturing hillsides that the Aerial Mapping services would not capture (straight down). Sky Ladder Drones also offers an ad-on services (360 degree panorama photo). Sky Ladder Drones will be providing a brief presentation showcasing the products from these three types of services at the City Council meeting.

Based on the demonstration provided by Sky Ladder Drones, all three services would serve as the assessment tool to quantify and or measure progress on canyon management in the community. The City Council can engage Sky Ladder Drones for all three services for $2,600 or just the Aerial Mapping for $1,675.

FISCAL IMPACT:
There is sufficient funds in Emergency Preparedness account under 65-917.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_AGN_230213_CC_Sky Ladder Drones Proposal.pdf

SKY LADDER

City of Rolling Hills
Drone Services Proposal for Aerial Photography and/or Mapping
Documentation the City of Rolling Hills Hillside Brush Clearing
February 3, 2023

Thank you for the opportunity to provide this proposal to support documentation of the City of Rolling Hills brush clearing efforts on the border of the City of Rolling Hills and adjacent Portuguese Bend Nature preserve and Forrestal Nature Preserve. The length of the corridor to be documented is approximately 2.2 miles long and 300 feet wide.

As we discussed, using drone photography and mapping can provide the city with terrific "Before & After" documentation of the clearing efforts. Due to the large amount of hillside, the use of aerial mapping and/or photos will provide best overview. Based on your needs, here are two options:

Aerial Mapping

Aerial mapping will capture over 700 images and will 'stitch' them into a high resolution "Google Earth" map using a process called photogrammetry. This will yield a very high resolution map with the following advantages:

- Creation of a "Google Earth" map which is 6-10x higher resolution
- You 'own' the aerial image that you can use as a baseline map in the future
- Using the orthomosaic map you are able to measure approximate length, area and slope of the area
- Use the map to plan future clearing
- Document and validate the amount of area that has been cleared (helps validate outside contractor's billing)

Deliverables:

- High Resolution Map in PDF, JPG and TIF formats
- Relative accuracy 1-2 feet

Pricing: $1,675

- Includes aerial capture with high resolution camera
- Processing images into high resolution othromosaic maps
- Delivery of orthomosaic map in PDF, JPG and TIF formats
- Delivery approximately 5-7 days after capture

Note: The map is for informational purposes only. It is not "survey grade" and cannot be used to establish property lines or specific measurements. Mapping under the supervision of a licensed surveyor with ground control is available and can be quoted if requested.

Aerial Photos & Video

This option will capture aerial photos and video of the corridor. This ensures full coverage of the 2.2 mile corridor. Deliverables include high resolution photos and 4k videos with the following advantages:

- High resolution 20 megapixel photos captured
- 4K overview videos clips captures showing the whole hillside
- Capture of approximately 50 photos at different heights and angles
- Mission will be autonomous, so can capture same images at a future date for comparison

Note: Unlike mapping, no measurements can be taken from plain photos

Deliverables:

- Approximately 50 High Resolution Photos (20 megapixel) delivered in JPG format
- 4K overview videos (at least 5 video clips)

Pricing: $625

- Includes aerial capture with high resolution camera
- Post processing
- Delivery 2-3 days after capture

Optional Add-On

360 Panoramas: $75 each (4 recommended for coverage of area of focus)

Creation of 360 degree spherical panoramas that can capture from hillside to ocean in one stitched view. Here's an example from above the PV Radar Towers captured a few years ago for our holiday card:

https://momento360.com/e/u/01b88f558f804db2bea0b1ea05d242f6?utm_campaign=embed&utm_source=other&heading=-97.03&pitch=-4.71&field-of-view=75&size=large&display-plan=true

Airspace Considerations

Overall the area is in uncontrolled, Class G airspace. A small portion near Rancho Del Mar High School is in controlled Torrance Airport's Class D airspace. But since it is far from Torrance Airport automatic approval is available for the area.

This proposal includes:

- FAA licensed drone pilot(s)
- $2 mil Liability Insurance with the City of Rolling Hills as named insured (if required)
- Full coordination to secure FAA flight authorizations
- Full rights to use images for internal tracking, contractor validations, as well as community outreach.

Drone Services Proposal for Aerial Photography and/or Mapping

Listed below is a summary of the "Menu of Services"– Please refer to details and examples described above.

☐ **Aerial Mapping: $1,675**

Aerial mapping will capture over 700 images and will 'stitch' them into a high resolution "Google Earth" map using a process called photogrammetry. Deliverables are a very high resolution map in variety of file formats.

☐ **Aerial Photos & Video: $625**

Comprehensive aerial capture of both photos and video of the corridor. This ensures full coverage of the 2.2 mile corridor. Deliverables are high resolution photos and 4K videos.

Optional Add-On to Either/Both Above:

☐ **360 Panoramas: $75 each.** Quantity Requested: _____ (4 recommended for coverage of area of focus)
Creation of 360 degree spherical panoramas that can capture from hillside to ocean in one stitched view.

TOTAL AGREEMENT AMOUNT: _____

Pricing valid for 90 days from date of submission

All services include:

- All Pilots are FAA Part 107 Certified
- Compliance with all local city, county, state and federal regulations
- Insurance up to $2 million for Aircraft Liability and General Liability (additional insurance is available and can be quoted, if required)
- The rights for perpetual use by the City of Rolling Hills. No restrictions on usage to use photos and/or video for own use in marketing and sales materials & any weekly site meetings with subcontractors and/or other owners in perpetuity.
- Perpetual use at no additional charge is extended if the photo and/or video is used for publication in media (newspapers, trade publications, television, and/or social media.) In these cases, Sky Ladder Drones must be credited as the source of the aerial image. Such as "Aerial image by Sky Ladder Drones" or "Source: Sky Ladder Drones."

Payment Terms:

Payment terms: Net 30 (Invoices can be paid via check, ACH or Credit card)

_____	_____
Steven Katz Date	Vanessa Hevener Date
Sky Ladder Drones	City of Rolling Hills

Mapping Overview



Agenda Item No.: 14.A
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **DISCUSS CALL FOR SERVICE EMAILS GENERATED BY THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT (COUNCILMEMBER PIEPER)**

DATE: **February 13, 2023**

BACKGROUND:
The City of Rolling Hills has a joint law enforcement contract with neighboring cities Rancho Palos Verdes and Rolling Hills Estates. To coordinate on public safety issues, two City Councilmembers from each city formed the Peninsula Regional Contract Law Committee. Representatives from Rolling Hills are Mayor Pat Wilson and Councilmember Bea Dieringer. The committee meets quarterly.

At the November 2022 Peninsula Regional Contract Law Committee meeting, Councilmember Dieringer inquired with the Los Angeles County Sheriff's Department Lomita Station Captain James Powers the reason for reducing the amount of information provided as a part of the Call for Service emails generated by the department to report on the department's response to law enforcement calls for Rolling Hills.

Captain Powers cited privacy concerns and noted that the details relating to deputies' response to a family dispute, for example, is not essential to city business. Furthermore, Captain Powers noted that the emails are not a part of the standard service provided by the department to cities contracting the Sheriff's Department for law enforcement. Agencies in the joint contract with Rolling Hills do not receive Call for Services emails from the Lomita Station.

Prior to this exchange between Councilmember Dieringer and Captain Powers at the committee meeting, in August 2022, several Rolling Hills Councilmembers expressed concerns to the City Manager over the amount of details provided in the Sheriff's Department Call for Service emails. The feedback was consistent with Captain Powers' concern over privacy and relevance to city business.

In September 2022, Captain Powers adjusted the Call for Service emails by eliminating the

details and only characterizing if the call for service resulted in a crime.

DISCUSSION:
Call for Service emails generated by the Sheriff's Department Lomita Station was a legacy service likely authorized by a previous Captain of the station. Captain Powers took over Lomita Station in late 2019 and at that time Captain Powers expressed the same concerns over the Call for Service emails for Rolling Hills. Working with the City Manager's office, Captain Powers agreed to take a transitional approach to eliminating the Call for Service emails.

In 2019, Councilmembers expressed to the City Manager the need for the Call for Service emails. The Sheriff's Department would send Call for Service emails to the City Manager and the City Manager would forward the Call for Service emails to City Council.

In 2022, the sentiment of Councilmembers with respect to the Call for Service emails evolved, commenting on the appropriate use of the Sheriff's Department and staff's time in generating, accepting and forwarding the Call for Service emails to the City Council.

In November 2022, Councilmember Jeff Pieper requested the City Manager to have an agenda item that would allow the City Council to discuss the Sheriff's Department Call for Service emails.

FISCAL IMPACT:
None.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 14.B
Mtg. Date: 02/13/2023

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

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

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

SUBJECT: **DISCUSS AND PROVIDE DIRECTION REGARDING SOUTH BAY CITIES COUNCIL OF GOVERNMENTS PROPOSAL TO INCREASE DUES BASED ON THREE POTENTIAL SCENARIOS (COUNCILMEMBER DIERINGER)**

DATE: **February 13, 2023**

BACKGROUND:
Councilmember Dieringer submitted this item as staff was preparing to produce the agenda and will present to the Council.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Provide direction to staff.

ATTACHMENTS:
CL_AGN_230213_SBCCOG_FinanceCommittee_02.01.23_AgendaSlides.pdf

South Bay Cities Council of Governments

Ad Hoc Finance Committee

February 1, 2023



SOUTH BAY CITIES
COUNCIL OF GOVERNMENTS

Agenda

I. **Welcome**

II. **Dues and Assessment**
- Dues Options
- Unfunded opportunities - (Placer A.I., grant writer, lobbyist that our cities would have access to)
- Recommendations to Steering Committee

III. **Policies**
- Recommendations

IV. **Change of Contractor Status? Tabled to March 2023**

Dues & Assessment

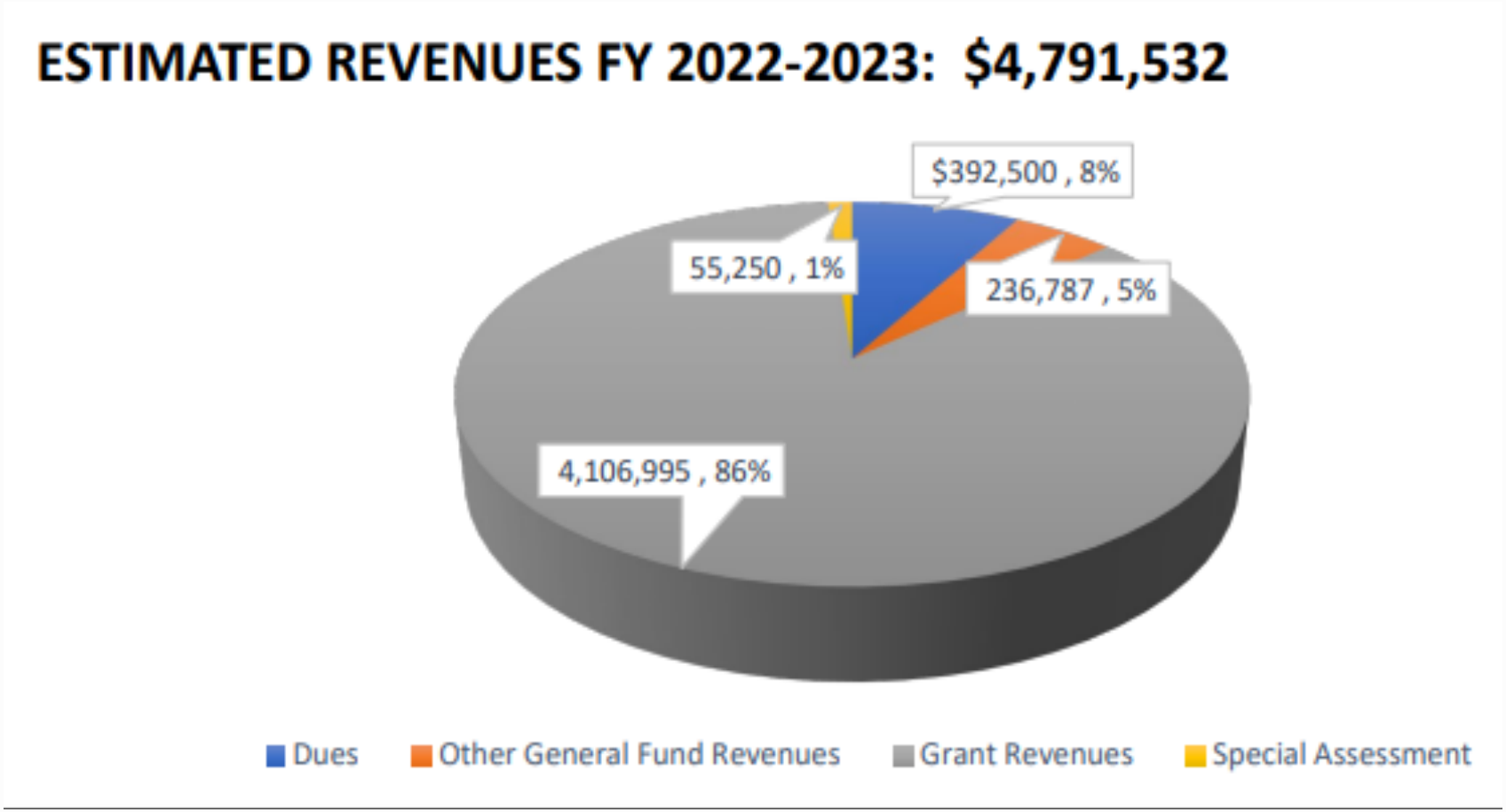
Overview

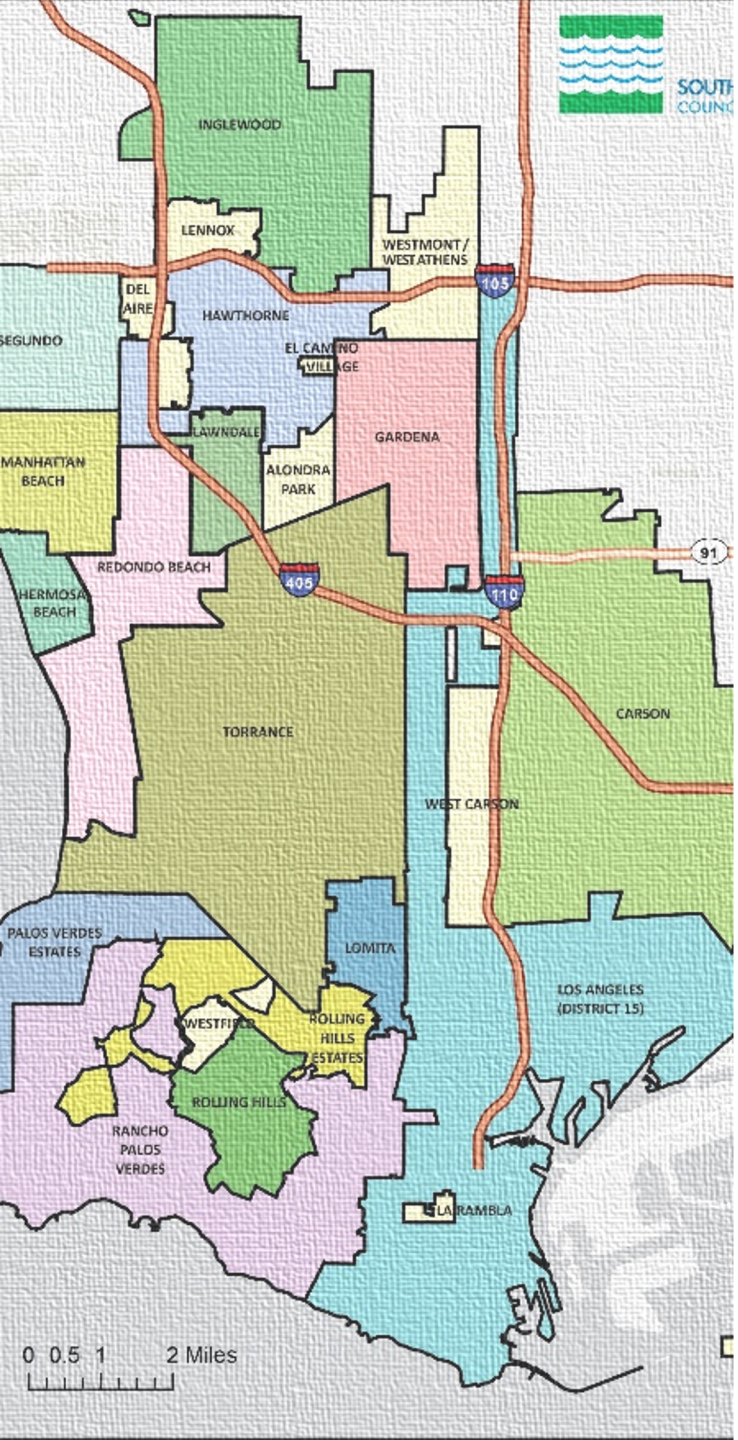
- Last dues increase FY 2019-2020
- FYs 2016-2020 Dues were increased by a total of $20,000 per year split among each member by formula to fund reserve
- Planning Assessment FYs 2021-22 and 2022-23

Dues & Assessment – Dues History

CITY	2015-2016 Increase $20,000/yr.	2016-2017 Increase $20,000/yr.	2017-2018 Increase $20,000/yr.	2018-2019 Increase $20,000/yr.	2019-2020 Increase $20,000/yr.
CARSON	$ 21,360	$ 22,727	$ 24,094	$ 25,461	$ 26,828
EL SEGUNDO	$ 13,178	$ 14,021	$ 14,865	$ 15,708	$ 16,551
GARDENA	$ 17,358	$ 18,469	$ 19,580	$ 20,691	$ 21,802
HAWTHORNE	$ 21,817	$ 23,214	$ 24,610	$ 26,006	$ 27,403
HERMOSA BEACH	$ 9,608	$ 10,223	$ 10,837	$ 11,452	$ 12,067
INGLEWOOD	$ 32,344	$ 34,414	$ 36,484	$ 38,554	$ 40,624
LAWNDALE	$ 11,398	$ 12,127	$ 12,856	$ 13,586	$ 14,315
LOMITA	$ 8,555	$ 9,103	$ 9,650	$ 10,198	$ 10,745
LOS ANGELES	$ 36,758	$ 39,111	$ 41,463	$ 43,816	$ 46,168
MANHATTAN BEACH	$ 13,880	$ 14,768	$ 15,656	$ 16,545	$ 17,433
PALOS VERDES ESTATES	$ 8,077	$ 8,594	$ 9,111	$ 9,628	$ 10,145
RANCHO PALOS VERDES	$ 12,361	$ 13,153	$ 13,944	$ 14,735	$ 15,526
REDONDO BEACH	$ 19,294	$ 20,529	$ 21,764	$ 22,999	$ 24,234
ROLLING HILLS ESTATES	$ 7,143	$ 7,601	$ 8,058	$ 8,515	$ 8,972
ROLLING HILLS	$ 4,942	$ 5,259	$ 5,575	$ 5,891	$ 6,207
TORRANCE	$ 36,758	$ 39,111	$ 41,463	$ 43,816	$ 46,168
COUNTY OF LOS ANGELES	$ 37,668	$ 40,078	$ 42,489	$ 44,900	$ 47,311
Total Dues:	$ 312,500	$ 332,500	$ 352,500	$ 372,500	$ 392,500

Dues Vs Outside Funding





Programs & Activities Fully or Partly Funded with General Funds

- SBCCOG Board & Steering Committee & Working Groups
- Board Education, Networking, & Go-See Trips
- Legislative tracking & Advocacy
- General Assembly
- Board Special Projects (examples: coyotes, housing trust, solar, big data)
- Electric Vehicle infrastructure & adoption
- Climate Action & Adaptation
- SBCCOG Organizational Promotion - website, newsletter, social media
- All New Program Development
- Volunteer Program
- Grant Development & Applications

Unfunded Opportunities

Missing opportunities that we don't have resources to work on:

- Placer A.I. (data)
- Legislative tracking & Advocacy – lobbyist that cities could share
- Board Special Projects (examples: coyotes, housing trust, solar, big data)
- Electric Vehicle Infrastructure & Adoption
- Renewable Energy – Solar
- Micro-grid
- Climate Action & Adaptation
- SBCCOG Enhanced Organizational Promotion - website, newsletter, social media
- New Program Development/Grant Opportunities
- Growing Volunteer Program
- Grant Development & Applications – grant writer

Dues & Assessment - CPI

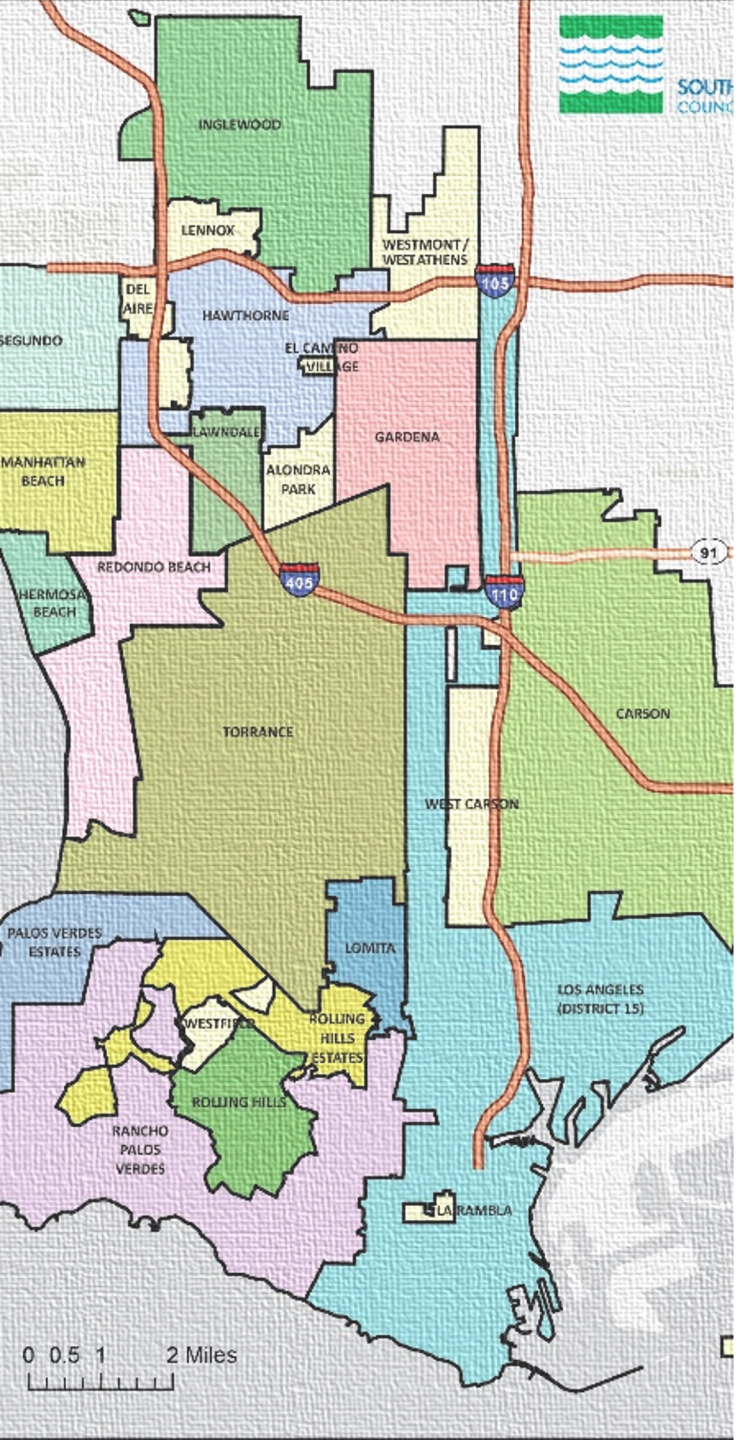
CPI for All Urban Consumers (CPI-U)
12-Month Percent Change

Calendar Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2020	3.1	3.4	1.9	0.7	0.9	1.4	1.9	2.0	1.2	0.7	1.0	1.5	1.6
2021	0.9	1.0	2.2	3.6	3.9	4.0	3.9	4.0	4.6	5.4	6.0	6.6	3.8
2022	7.5	7.4	8.5	7.9	8.0	8.6	7.7	7.6	7.8	7.5	6.0	4.9	7.4

Dues & Assessment - Scenarios

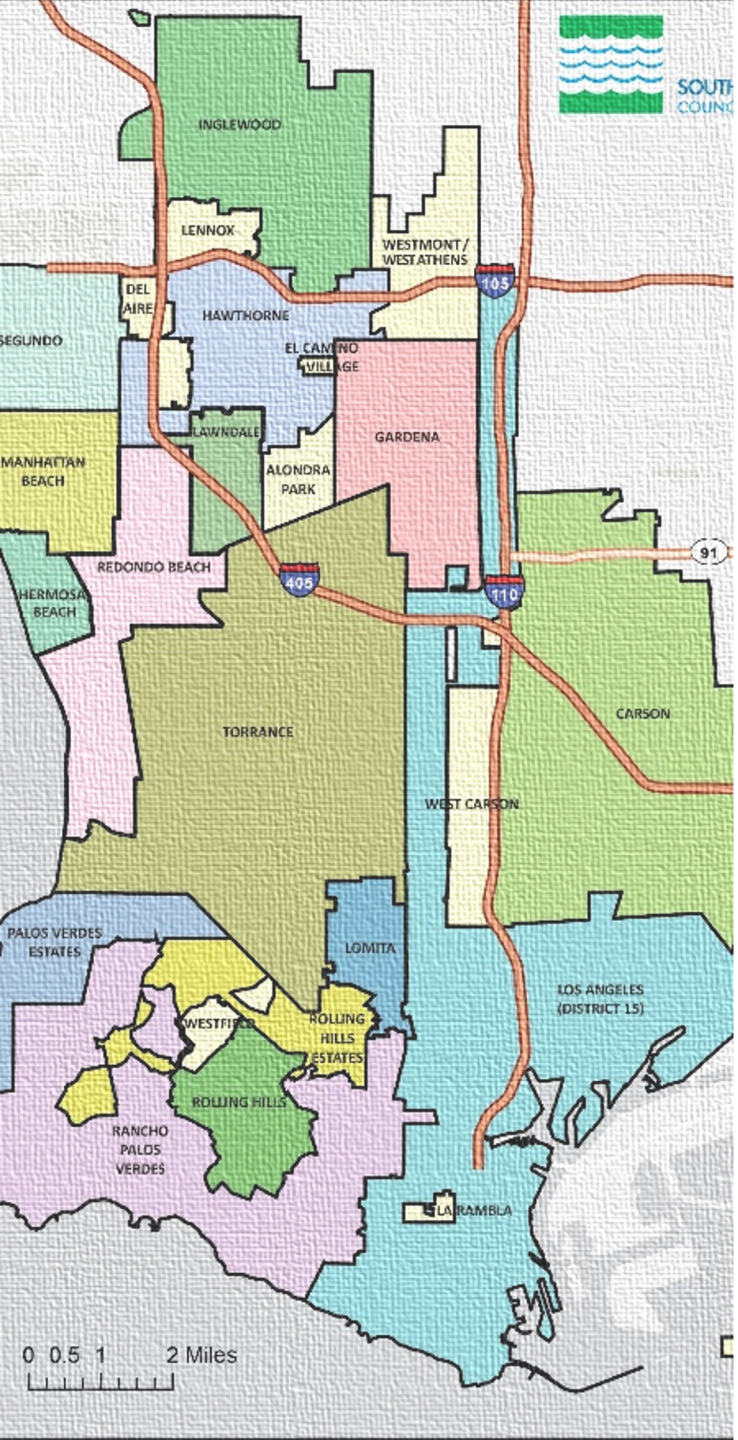
City of/Entity	Special Assessment Fee	Current Membership Dues	Total Billed	Scenario 1 Dues & Assessment 2020-21 CPI Increase* of 3.9% 2021-22 CPI Increase* of 7.7%	Scenario 2 Dues Combined w/ Assessment (Existing Formula) $20,000 total increase	Scenario 3 Scenario 2 + with CPI Average Increase for 3 yrs 2020-22 (4.5%)
Carson	4,500	26,828	31,328	34,962	31,954	33,392
El Segundo	2,000	16,551	18,551	20,703	19,714	20,601
Gardena	3,250	21,802	25,052	27,958	25,968	27,137
Hawthorne	4,500	27,403	31,903	35,604	32,639	34,108
Hermosa Beach	2,000	12,067	14,067	15,699	14,373	15,020
Inglewood	4,500	40,624	45,124	50,358	48,387	50,564
Lawndale	3,250	14,315	17,565	19,603	17,050	17,818
Lomita	2,000	10,745	12,745	14,223	12,798	13,374
Los Angeles	4,500	46,168	50,668	56,545	54,990	57,464
Manhattan Beach	3,250	17,433	20,683	23,082	20,764	21,699
Palos Verdes Estates	2,000	10,145	12,145	13,554	12,084	12,627
Rancho Palos Verdes	3,250	15,526	18,776	20,954	18,493	19,325
Redondo Beach	3,250	24,234	27,484	30,672	28,865	30,164
Rolling Hills	2,000	6,207	8,207	9,159	7,393	7,726
Rolling Hills Estates	2,000	8,972	10,972	12,245	10,686	11,167
Torrance	4,500	46,168	50,668	56,545	54,990	57,464
County of Los Angeles	4,500	47,311	51,811	57,821	56,351	58,887
	55,250	392,499	447,749	499,688	467,499	488,536

*The base for computing the adjustment is the Consumer Price Index (CPI) for All Urban Consumers for Los Angeles - Anaheim - Riverside based on the year 1982-1984 = 100 as published by the U.S. Department of Labor's Bureau of Labor Statistics - Reference: https://www.bls.gov/regions/west/factsheet/consumer-price-index-data-tables.htm



Recommendation – Dues & Assessment

- Adopt Scenario #3 for FY 2023-24
  - Combines the special assessment into the dues formula
  - Adjusts budget to account for CPI
- Assess budget adjustment annually FY
- 2023-24 -Re-evaluate reserve amount by looking at shutdown costs per policy to do this every 5 years
- Uphoff/Cruikshank - Dieringer no

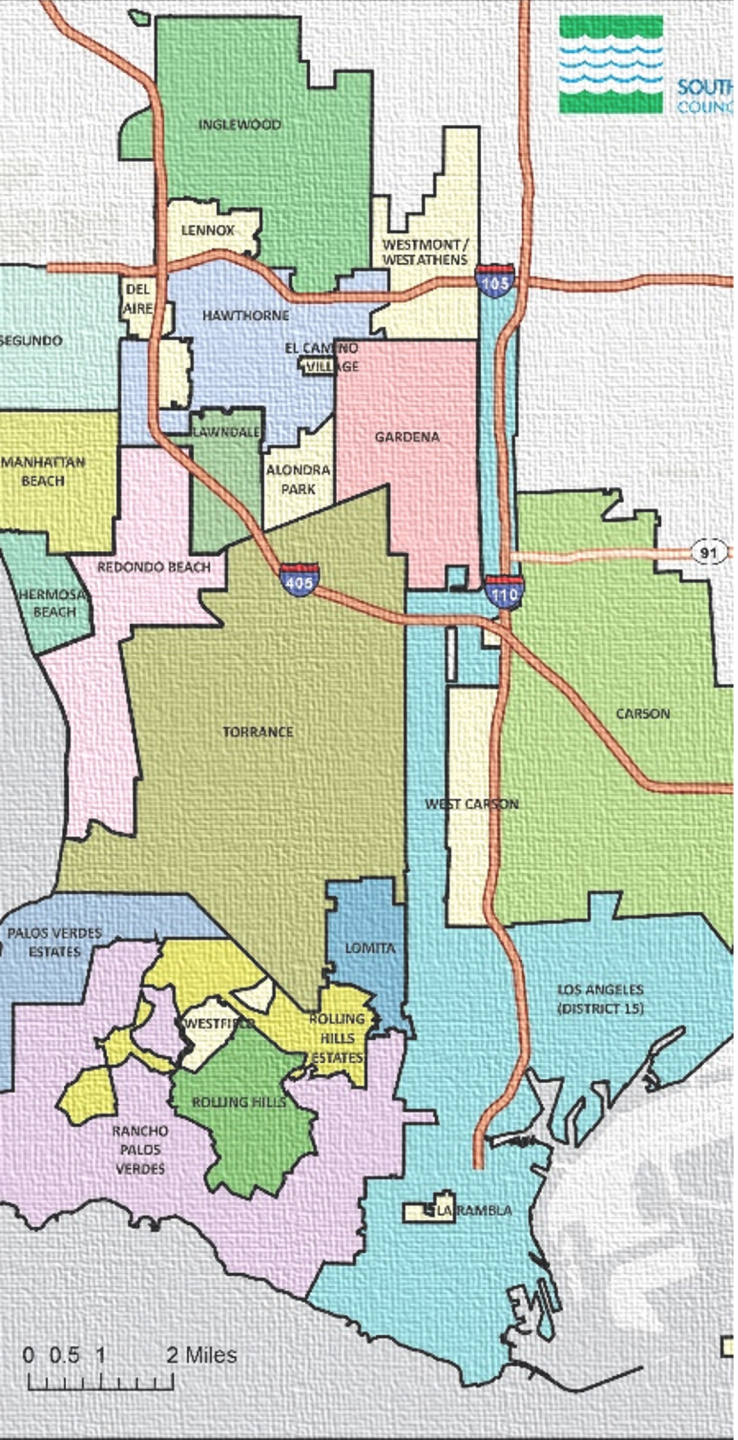


Schedule – Dues & Assessment

- Notify the Board in Feb. 2023 that an increase is being considered
- Determine recommended dues for budget preparation at April 2023 Steering Committee meeting
- Discussion of Budget at May 2023 Board meeting
- Action: Budget Adoption at June 2023 Board meeting

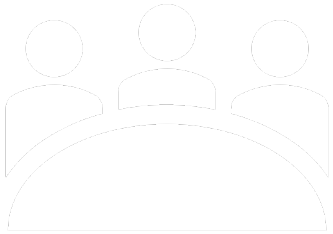
Policy Revision Recommendations

- **Existing Policy - Authorization for Contract Approvals (Jun. 2010)**
  - Authorizes Steering Committee to enter into contracts up to $7,500 within budget & report to Board
  - Authorizes Executive Director to enter into contracts up to $2,500 within budget & report to Steering Committee
  - Sets authority for Steering Committee to approve regular monthly invoice payment at the beginning of each fiscal year (ex. rent)
- **Proposed Addition**
  - The Executive Director can approve and report to the Steering Committee:
    - All contracts that are no cost – no fiscal impact
    - Contract amendments for funding increases in the amount of $25,000 or less for contracts that bring revenue to the SBCCOG
    - Cruikshank/Uphoff - Dieringer no



Schedule – Policy Revisions

- **Recommend Authorization for Proposed Executive Director Approvals**
  - Recommend February Steering Committee send to Board for approval at February Board meeting



Questions



Next Steps

1. **Items for next agenda**
   - Unfunded opportunities – put dollar amount to it & prioritize list
2. **Next Meeting if needed – March 2023**

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 16.A
Mtg. Date: 02/13/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

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

THRU: ELAINE JENG P.E., CITY MANAGER

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

DATE: February 13, 2023

BACKGROUND:
None

DISCUSSION:
None

FISCAL IMPACT:
None

RECOMMENDATION:
None.

ATTACHMENTS: